

**Tree Relocation Agreement by and between the City of Coral Gables and the Florida
Department of Transportation**

This Agreement is made and entered into this ____ day of _____, 2018 (hereinafter referred to as the Effective Date) by and between the City of Coral Gables (hereinafter referred to as the “City”), a Florida municipal corporation and the Florida Department of Transportation (hereinafter referred to as “FDOT”). Collectively the City and FDOT shall be referred to as the “Parties.”

WHEREAS, currently FDOT financial project number 433455-1-52-01 and 433455-2-52-01 include the relocation of sixteen (16) Royal Palms from the median on US-1 near Riviera Dr. (hereinafter referred to as “the palms”); and

WHEREAS, FDOT had planned the relocation of the palms to FDOT right-of-way adjacent to US-1; and

WHEREAS, the City’s arborist has determined that the palms to be removed are in good condition, are approximately 30-45 feet tall, and worth approximately \$5,000 per palm; and

WHEREAS, the City requests that the palms be relocated to City right-of-way; and

WHEREAS, the City is willing to provide all necessary utility clearances from any existing utility companies and/or agencies located on the City right of way where the palms will be installed prior to September 10, 2018;

NOW THEREFORE, in consideration of the mutual promises of the Parties as hereinafter recited and for other good and valuable consideration, the Parties agree as follows:

1. FDOT will remove the palms identified in EXHIBIT A.
2. The City of Coral Gables will waive all necessary permits or permit fees associated with the relocation and installation of the palms.
3. The City will stake-out locations for FDOT’s Construction Contractor prior to installation of the palms.
4. FDOT will transport the palms to the area identified in EXHIBIT B.
5. FDOT will relocate and install the palms to the location in EXHIBIT B.
6. FDOT makes no representations as to the health or condition of the palms.
7. FDOT shall invite the City on a final walk-through or inspection once the palms have been installed,; however, the City’s presence at the final walk through or inspection is not required. Whether or not the City attends the final walk-through/inspection, FDOT shall have the final determination with respect to accepting the installation as completed.

8. Upon completion of the installation of the palms on City right of way, the City shall assume all responsibility, at City's sole cost and expense, for all establishment, maintenance, expenses, and liability with respect to the palms, and the installation thereof. The City owns and assumes all future maintenance responsibilities of the palms and associated relocation. FDOT shall advise the City once FDOT has final accepted the installation of the palms from the FDOT construction contractor.

9. **INDEMNIFICATION and HOLD HARMLESS:** To the fullest extent permitted by laws and regulations, the City shall defend, indemnify, and hold harmless the FDOT, its respective successors and assigns during the term of this agreement from and against all claims, damages, losses, and expenses direct, indirect, due to any actions taken or work performed while FDOT enters City right-of-way for the purpose of delivering the palms or the installing of the palms. However, the City will not defend, indemnify or hold harmless FDOT for any claims, damages, losses or expenses, whether direct or indirect, that are caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of FDOT, or FDOT's officers, agents, or employees; or (ii) any negligent act or omission of FDOT or FDOT's contractors and/or subcontractors officers, agents, or employees. This indemnification and hold harmless provision shall survive termination of this Agreement. Any obligation pursuant to this paragraph is subject to the statutory limitations set forth in Section 768.28, Florida Statutes.

10. **AMENDMENTS AND/OR MODIFICATIONS:** Any amendments and/or modifications to this Agreement shall be made in writing. No agreement other than those outlined herein has been entered into by the Parties.

11. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for any litigation hereunder shall be in Miami-Dade County, Florida.

12. **INVALIDITY OF PROVISION.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this License Agreement shall be valid and be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and the year first written above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

AS TO FDOT:

Signature

Witness

Print Name and Title

Print Name

Notarization as to FDOT

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledge before me this ____ day of _____, in the year, _____, by _____, who has taken and oath and is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, State of Florida

My Commission Expires:

AS TO THE CITY OF CORAL GABLES:

APPROVED BY
DEPARTMENT DIRECTOR:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Ed Santamaria
Public Works Director

Miriam Soler Ramos
City Attorney

Peter J. Iglesias
City Manager