

**INTERGOVERNMENTAL AGENCY AGREEMENT, RIGHT OF ENTRY, AND
HOLD HARMLESS AGREEMENT
PROVIDING FOR THE REMOVAL OF EPIPHYTES ON CERTAIN TREES
ON MIAMI-DADE COUNTY RIGHT-OF-WAY**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT PROVIDING FOR THE REMOVAL OF EPIPHYTES ON CERTAIN TREES ON MIAMI-DADE COUNTY RIGHT-OF-WAY (the “Agreement”), made and entered into this ____ day of _____, 2021, by and between the **CITY OF CORAL GABLES, FLORIDA**, a municipal corporation of the STATE OF FLORIDA, (the “City”) and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, Miami-Dade County (the “County”).

RECITALS

WHEREAS, the CITY wishes to use CITY resources and contractors to remove certain epiphytes, including strangler figs, from trees along County right-of-way, which are currently maintained by the COUNTY; and

WHEREAS, the COUNTY wishes to give permission for the CITY to enter the COUNTY right-of-way to remove those invasive plants detailed below; and

WHEREAS, the CITY will remove these epiphytes on a one-time only basis, and have no other obligation to maintain the County right-of-way pursuant to this agreement; and

WHEREAS, the CITY will collect, haul away, and pay all dumping fees for the disposal of all plant debris removed by the CITY and the CITY will obtain any and all necessary permits for the removal, and will hold the COUNTY harmless as indicated below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby consent and agree that the above recitation are true and further covenant and agree to the following terms and conditions:

1. The CITY intends to treat and/or remove epiphytes, including strangler figs, from 66 Quercus virginiana- Live Oaks (“The Project”), on Coral Way from Red Road to Segovia Circle within the City of Coral Gables (“The Project Area”). Said project will be completed no later than six (6) months from execution of agreement.
2. The CITY will apply for and pay all necessary County permits, and provide all necessary crews to complete the project by DATE.
3. The COUNTY grants the CITY a right-of-entry to the Project Area as necessary for the CITY to complete the Project.
4. The CITY will provide for any and all necessary Maintenance of Traffic operations necessary to complete the work.
5. The CITY will timely collect, haul away, and pay the dumping fees for the disposal of the plant debris associated with the project.
6. The CITY estimates this project will take seven (7) days to complete at a cost of approximately \$12,000. The CITY will seek no reimbursement from the COUNTY.
7. The CITY shall not trim or remove any dead, dying, broken, or hanging branches as part of this project.
8. Following the completion of the CITY’s removal of epiphytes in the Project Area and acknowledgement by the COUNTY of the

CITY'S completion of the Project, the CITY shall have no further obligation to maintain the Project Area.

INDEMNIFICATION and HOLD HARMLESS: To the fullest extent permitted by laws and regulations, the CITY shall defend, indemnify, and hold harmless the COUNTY, and respective successors and assigns from and against all claims, damages, losses, and expenses direct, indirect, or consequential arising out of or resulting from the CITY's entry in to the Project Area, or any epiphyte removal pursuant to this Agreement. This indemnification and hold harmless provision shall survive termination of this Agreement. Moreover, nothing in this indemnification and hold harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes § 768.28, case law, or any other source of law.

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.

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.

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 Agreement shall be valid and be enforceable to the fullest extent permitted by law.

WAIVER OF TRIAL BY JURY. IT IS MUTUALLY AGREED BY AND BETWEEN THE RESPECTIVE PARTIES THAT THEY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. SINCE MIAMI-DADE COUNTY AND THE CITY OF CORAL GABLES ARE GOVERNMENTAL ENTITIES AS DEFINED BY FLORIDA STATUTES CHAPTER 164, ANY DISPUTES BETWEEN THE PARTIES SHALL COMPLY WITH THE DISPUTES PROVISIONS OF CHAPTER 164.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first written above.

MIAMI-DADE COUNTY:

By _____ (Seal)
Director and CEO

CITY OF CORAL GABLES:

By _____ (Seal)
City Manager

Approved as to form and legal sufficiency: Approved as to form and legal sufficiency:

Assistant County Attorney

City Attorney