

SECTION No.:
FM No.: _____-____-____-____
AGENCY: **Broward County**
C.R. No.:

**DISTRICT FOUR
WAVE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, is entered into this _____ day of _____, 20___, between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, (the “DEPARTMENT” and **BROWARD COUNTY**, a political subdivision of the State of Florida, (the “AGENCY”), collectively referred to as the “Parties”.

RECITALS

A. The AGENCY has jurisdiction over the following roadways, as part of the County Roadway System (the “AGENCY Roads”):

S Andrews Avenue	from SE 18 th Street to SE 6 th Street
SE 3 rd Avenue	from SE 6 th Street to SE 2 nd Street
N Andrews Avenue	from NE 4 th Street to NE 6 th Street
NE 3 rd Avenue	from NE 4 th Street to NE 6 th Street; and

B. Pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the DEPARTMENT is authorized to undertake projects within the AGENCY geographical limits.

C. The AGENCY and the DEPARTMENT have entered into that certain Wave Project Agreement, dated June 14, 2016 (the “Project Agreement”), under the terms of which the DEPARTMENT has agreed to design and construct the 2.8 mile modern streetcar known as The Wave Streetcar, defined in the Project Agreement.

D. Pursuant to the terms of the Project Agreement, the AGENCY has agreed to provide the DEPARTMENT with a resolution of the governing body of the AGENCY authorizing and requesting the DEPARTMENT to enter onto the rights-of-way or other real property owned by the AGENCY that is necessary and desirable for the construction and implementation of the Project (defined in the Project Agreement and for the purposes of this Memorandum of Agreement as the “County Real Property”), including the VMF Property (as that term is defined in the Project Agreement) once it is conveyed to the AGENCY, for the purpose of designing and constructing the Project.

E. Pursuant to the terms of the Project Agreement, the AGENCY has agreed to enter into a Memorandum of Agreement with the DEPARTMENT under which the AGENCY will provide the DEPARTMENT, and the DEPARTMENT’s contractor(s), with all rights necessary to enter onto the County Real Property and all approvals of the County necessary in order to perform the work required to design and construct the Project, at no cost to the Department or its contractors.

F. The AGENCY Roads are part of the County Real Property necessary and desirable for the construction and implementation of the Project.

G. The AGENCY by Resolution on the 13th day of June, 2017, a copy of which is attached hereto and by this reference made a part hereof, has approved this Memorandum of Agreement and has authorized the signatory below to execute this Memorandum of Agreement on behalf of the AGENCY.

AGREEMENT

In consideration of the mutual covenants expressed in this Memorandum of Agreement, and intending to be legally bound by this Agreement, the DEPARTMENT and the AGENCY agree that the foregoing recitals are true and correct and are incorporated as part of this Agreement, and further agree as follows:

1. Terms not defined in this Memorandum of Agreement shall have the meanings given in the Project Agreement.
2. The AGENCY hereby authorizes the DEPARTMENT and its contractors to enter onto the County Real Property to design and construct the Project in accordance with the Project Agreement. The AGENCY will certify to the DEPARTMENT that it owns fee title to the County Real Property reflected on right-of-way maps the AGENCY provides the DEPARTMENT for the DEPARTMENT's use in designing and constructing the Project. The DEPARTMENT will not be required to obtain any interest in the County Real Property from any third party in order to utilize the County Real Property for the Project (the DEPARTMENT has temporarily obtained title to the VMF Property, which will be conveyed to the AGENCY in accordance with the Project Agreement).
3. This Memorandum of Agreement constitutes the complete authorization of the AGENCY for the DEPARTMENT and the DEPARTMENT's contractors to enter onto the County Real Property and to design and construct the Project in accordance with the Project Agreement. No further permits, approvals, permissions, or agreements, including tree permits, shall be required from the AGENCY to design or construct the Project, except that environmental permits will be obtained on behalf of the City of Fort Lauderdale related to the relocation of City of Fort Lauderdale water and sanitary sewer facilities in accordance with the uniform requirements of the AGENCY for such work. The AGENCY will also issue an Environmental Assessment and Remediation License to the DEPARTMENT for the work required to be performed on the VMF Property (and, if necessary, any other property that will be incorporated into the Project). The AGENCY will waive all fees associated with AGENCY construction and environmental permits and the Environmental Assessment and Remediation License(s) associated with the Project.
4. Project permitting: If requested by a third party permitting authority, the AGENCY shall sign as a joint applicant for permits required for the Project. The AGENCY shall comply with all permits after the Project has been transferred to the AGENCY. To the extent permitted by law, the AGENCY shall be responsible for all fines or fees assessed by a permitting authority against the DEPARTMENT as a result of any violations by the AGENCY of any permits issued to the DEPARTMENT or jointly to the AGENCY and the DEPARTMENT that occur after the Project has been transferred to the AGENCY. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project.
5. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.

6. No deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written, with the exception of the terms outlined in the Project Agreement.
7. As provided in the Project Agreement, the AGENCY will enter into a separate MAINTENANCE MEMORANDUM OF AGREEMENT with the DEPARTMENT regarding the ongoing maintenance of those portions of the Project that are located on DEPARTMENT owned right-of-way on Davie Blvd and Broward Blvd.
8. This agreement is intended to supplement the Project Agreement. If there is a conflict between this agreement and the Project Agreement, the terms of the Project Agreement shall control.
9. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year provided below.

AGENCY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

_____ day of _____, 20_____

Approved as to form by Office of County Attorney

By: _____
Annika E. Ashton (Date)
Assistant County Attorney

Angela J. Wallace (Date)
Deputy County Attorney

DEPARTMENT

ATTEST:

Executive Secretary
(SEAL)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Transportation Development Director

_____ day of _____, 20_____

Approval:

Office of the General Counsel (Date)