

FM No.: 435855-1
AGENCY: BROWARD COUNTY

DISTRICT FOUR
MAINTENANCE MEMORANDUM OF AGREEMENT

THIS MAINTENANCE MEMORANDUM OF AGREEMENT (“AGREEMENT”), made and entered into this ____ day of _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter called the AGENCY, collectively referred to as “Parties”.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over vacant land as described under folio numbers 514119010040, and 514119010120, and as part of Broward County System; and

WHEREAS, 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 and the AGENCY is desirous of having this improvement constructed; and

WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the AGENCY to maintain the project; and

WHEREAS, pursuant to such authority, the DEPARTMENT and the AGENCY are desirous of having the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 435855-1, which involves the construction of a park and ride lot; hereinafter referred to as the “Project”, as more particularly described in **Exhibit A**; and

WHEREAS, the DEPARTMENT may not spend state funds for off-system projects; and

WHEREAS, pursuant to that certain Local Funding Agreement between the AGENCY and the DEPARTMENT dated _____, and all subsequent amendments thereto, the DEPARTMENT is responsible for the construction of the Project; and

WHEREAS, upon acquisition of the necessary right-of-way, if needed, the DEPARTMENT will proceed to construct the Project; and

WHEREAS, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Action on the _____ day of _____, 20__, a copy of which is attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its Board of County Commissioners to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Parties covenant and agree as follows:

1. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project, as more particularly described in **Exhibit A**. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating.
2. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property, including easements on property acquired by the DEPARTMENT, to construct this Project. No further permit or agreement shall be required to construct this Project. The AGENCY shall satisfy any tree permit obligation imposed by Broward County.
3. The AGENCY shall continue to maintain the existing undeveloped parcels, and any property owned by AGENCY until the DEPARTMENT begins construction of the Project. The AGENCY shall continue to be responsible for Mowing and Litter Removal during the duration of the Project.
4. It is understood and agreed by the Parties that upon “final acceptance” by the DEPARTMENT of the Project, (as “final acceptance” is described in the Standard Specifications for Roadway and Bridge Construction dated 2018, as amended by contract documents), and Notice thereof to the AGENCY, the AGENCY shall be responsible for maintenance of said Project, at its own cost, in accordance with the following Federally and State accepted standards and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), current edition, (b) Florida Green Book dated 2016, as amended (c) Governing standards and specifications: FDOT Design Standards dated 2017, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2018, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes, but is not limited to, pavement, sidewalks, ADA compliant curb ramps, signing, pavement markings, drainage system, lighting system, safety system, fencing, gates, bus-shelters, fire hydrants, landscaping, and irrigation system. The Department shall give the AGENCY ten (10) days notice before final acceptance.
 - The AGENCY grants herein to the DEPARTMENT all rights necessary to enter and construct the Project.
5. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY’s public right of way.
6. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
7. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be in compliance with all permits after the construction is complete and the right of way is transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall

execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. For various occupancy permits the AGENCY shall be the applicant.

8. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. This shall also include having the AGENCY require the Utility to relocate or adjust if the utility is there by permit, as necessary.
 - a. AGENCY'S UTILITIES: The AGENCY shall be responsible for relocating and adjusting its own utilities including connection with utility customers.
9. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.
10. Drainage: The AGENCY shall cooperate with the DEPARTMENT to implement a working drainage system connected to the AGENCY'S existing system, as appropriate.
11. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, in order to construct the Project including but not limited to executing documents, allowing the DEPARTMENT or its contractor to enter into any real property owned, possessed and controlled by the AGENCY or any other Occupancy right the AGENCY may have.
12. E-verify requirements: The AGENCY:
 - shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
 - shall expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term.
13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings as represented in the Final Proposed Construction plans. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
14. Additional Insured: The DEPARTMENT shall include the following paragraph as part of Section 7-13.2 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants (July 2017), as amended, applicable to this Project:

“Cause Broward County to be an additional insured party on the Contractor’s Public Liability and Property Damages Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract.”

15. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

16. LIST OF EXHIBITS

- **Exhibit A:** Project Scope

[This space intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and _____, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor

_____ day of _____, 20____

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Signature (Date)

By _____
Maya A. Moore (Date)
Assistant County Attorney

Print Name and Title above

Michael J. Kerr
Deputy County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: STACY L. MILLER, P.E
DIRECTOR OF TRANSPORTATION
DEVELOPMENT

LEGAL REVIEW:

BY: _____
OFFICE OF THE GENERAL COUNSEL

ATTEST: _____
EXECUTIVE SECRETARY (SEAL)

BY: _____
DISTRICT PROGRAM MANAGEMENT
ADMINISTRATOR

FM No.: 435855-1

AGENCY: BROWARD COUNTY

EXHIBIT A

PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing right-of-way.

Park and Ride Facility

Scope

The existing area is an FPL easement with no existing pavement, and comprised of two undeveloped parcels. The proposed Park and Ride facility will encompass the construction of flexible pavement for all of the driving aisles, the construction of curbs and gutters, and sidewalks connecting the vehicular parking areas with the bus shelters.

Signing and Pavement Markings

Construction of specific parking control signs, and appropriate pavement markings in order to guide the users throughout the facility.

Drainage

Construction of dry retention ponds in the areas of the existing FPL poles. The ponds will be connected with a combination of French drain and pipes. Overflow from the ponds will sheet flow to the canal.

Lighting

Construction of lighting to properly light the site for safety.

Bus Shelters

Construction of two bus bays. Each bus bay will have three bus-shelters.

Safety

Construction of 911 call boxes, safety signs, and fire hydrants.

Utilities

Construction of a water supply system for the fire hydrants.

Landscape

Construction of landscape and irrigation system.