

SECTION No.: 86000-149/227  
FM No.: 431770-3-52-01  
AGENCY: City of Hollywood  
C.R. No.: N/A

**DISTRICT FOUR  
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, 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 CITY of Hollywood, a political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY collectively referred to as Parties.

**WITNESSETH:**

**WHEREAS**, the AGENCY has jurisdiction over NW 72<sup>nd</sup> Avenue and Washington Street, as part of the CITY roadway system from SR 820/Pines Boulevard/Hollywood Boulevard to Johnson Street and from S 62<sup>nd</sup> Avenue to S Park Road, respectively; 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's geographical limits and the AGENCY agrees to have 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 with the AGENCY to maintain the project; and

**WHEREAS**, pursuant to such authority, the DEPARTMENT and the AGENCY agrees to have the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 431770-3-52-01, which involves sidewalk and bicycle lane improvements; 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**, 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 Resolution 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 officers to do so;

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating.
3. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property. No further permit or agreement from the Agency shall be required to construct this Project. The AGENCY shall satisfy any tree permit obligation imposed by Broward County.
4. The AGENCY shall continue to maintain the existing roadway 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.
5. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated 2019, as amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2016, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2019-20, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2019, 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 maintaining the roadway, sidewalk facilities, drainage system, signage and pavement markings, signals, lighting, and landscape. The Department shall give the AGENCY ten (10) days notice before final acceptance.
  - a. The AGENCY grants to the DEPARTMENT all rights necessary to enter and construct the Project.
6. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY's existing right of way.
7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
8. 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.

9. 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 relocate and adjust its own utilities including connection with utility customers.
10. Signals: The AGENCY shall cooperate with the DEPARTMENT to effect signal and interconnect connections for the Project.
11. Drainage: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to construct the drainage improvements to address increased runoff from additional impervious area from the widened pavement.
12. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT to the extent necessary to construct the Project. This shall include but not be limited to the execution of documents; allowing the Department and/or their contractors/consultants to enter upon the real property owned, leased, possessed and/or controlled by the Agency upon which the Project is to be constructed or any property adjacent thereto.
13. 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.
14. 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.

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 executed this Agreement on the day and year provided below.

AGENCY

CITY OF HOLLYWOOD, a municipal corporation of the State of Florida

ATTEST:

By: \_\_\_\_\_  
JOSH LEVY, MAYOR

\_\_\_\_\_  
PATRICIA A. CERNY, MMC  
CITY CLERK

Date: \_\_\_\_\_

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY for the use and reliance  
of the City of Hollywood, Florida, only.

\_\_\_\_\_  
DOUGLAS R. GONZALES,  
CITY ATTORNEY

DEPARTMENT

ATTEST:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Executive Secretary  
(SEAL)

By: \_\_\_\_\_  
Transportation Development Director

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Approval :

\_\_\_\_\_  
Office of the General Counsel (Date)

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**EXHIBIT A**

**PROJECT SCOPE**

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

**Typical Section:**

- NW 72<sup>nd</sup> Avenue:
  - Two-lane undivided roadway with 10' travel lanes, and 5' designated bike lanes. Sidewalk facilities located on the both sides of the road near the right-of-way. Posted speed is 30 MPH.
- Washington Street
  - S 62<sup>nd</sup> Avenue to SR-7 - Two-lane undivided roadway with 11' travel lanes, a 10' bi-directional turn lane, and 5' designated bike lanes. Sidewalk facilities located on the both sides of the road near the right-of-way. Posted speed is 30 MPH.
  - SR-7 to SW 56<sup>th</sup> Avenue – four-lane undivided roadway with shared lane markings. Sidewalk facilities located on the both sides of the road near the right-of-way. Posted speed is 30 MPH.
  - SW 56<sup>th</sup> Avenue to S Park Road - Two-lane undivided roadway with 11' travel lanes, and 5' designated bike lanes. Sidewalk facilities located on the both sides of the road near the right-of-way. Posted speed is 30 MPH.

**Signing and Pavement Markings:**

- Install signs related to the bicycle lane construction. Installed signs to be in conformance with the Broward County Land Development Code and the 2009 Manual of Uniform Traffic Control Devices (MUTCD) with Revision 1 and 2. Install pavement markings in accordance with Broward County Land Development Code, the 2013 Florida Greenbook, and 2009 MUTCD.

**Signalization:**

- Upgrade all pedestrian features at signalized intersections.

**Drainage:**

- Construct drainage improvements to address increased runoff from additional impervious area from the bicycle lanes. Construct French Drain to attenuate increased runoff from widened area.

**Permits:**

- No potential environmental impacts have been identified within the project limits. The project is exempt per F.A.C. Section 62-330.051(4)(c) and (d).

**Lighting:**

- Upgrade pedestrian lighting at signalized intersections.

**Landscape:**

- Document existing tree type and condition. Prune, and remove trees in vicinity of improvements.

**Other:**

- Pedestrians improvements include reconstruction of curb ramps that do not meet ADA guidelines and affected by roadway widening, restriping of crosswalks, and upgrades of pedestrian features at signalized intersections.