

SECTION No.: 89090-2507
FM No.: 436870-1
AGENCY: MARTIN
C.R. No.: N/A

DISTRICT FOUR
MEMORANDUM OF AGREEMENT

THIS AGREEMENT, 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 MARTIN COUNTY, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the AGENCY collectively referred to as Parties.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over SW Leighton Farm Avenue and SW Deggeller Court, as part of the County roadway system; and

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes the DEPARTMENT is authorized to undertake projects within the AGENCY's geographical limits and the AGENCY agrees to have this improvement constructed; and

WHEREAS, pursuant to such authority, the DEPARTMENT and the AGENCY agrees to have the DEPARTMENT acquire needed real estate interests and construct certain improvements more particularly described as Financial Project ID 436870-1, which involves the reconstruction and realignment of existing SW Leighton Farm Avenue with SW Deggeller Court at its intersection with SR-714 Martin Highway; hereinafter referred to as the "Project", as more particularly described in **Exhibit A**; and

WHEREAS, upon acquisition of the necessary real estate interests, 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, for and 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 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.

3. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project. The DEPARTMENT shall maintain the existing roadway and the area of the proposed reconstruction of the realigned SW Leighton Farm Avenue after the DEPARTMENT begins construction of the Project. Upon completion of the Project, the AGENCY shall resume maintenance of both the existing and realigned SW Leighton Farm Avenue.
4. 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), 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 2017-18, 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 maintaining all improvements within the reconfigured SW Leighton Farm Avenue right- of-way. Additionally, upon final acceptance, the DEPARTMENT shall convey all acquired property interests related to the realignment and not required for the State Road to the AGENCY, including easements necessary for the maintenance of the newly constructed SW Leighton Farm Avenue. The Department shall give the AGENCY ten (10) days notice before final acceptance.
 - a. Said conveyance shall include, and the AGENCY fully accepts, a transfer and assignment of all rights and obligations pursuant to any maintenance, utility agreement, subordinations and/or other agreements, or matters of record relating to the property to be conveyed and the AGENCY shall assume all responsibilities and liabilities arising from any obligations thereunder which responsibilities, liabilities, obligations as set forth in the conveyance documents shall run with the land. This provision shall survive the termination of this Agreement.
 - b. Notwithstanding any other provision herein to the contrary, the DEPARTMENT shall not be responsible for any costs or attorney fees arising out of any liabilities or obligations incurred regarding the right of way after the transfer of property.
5. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
6. 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 real estate interests are transferred to the AGENCY after construction is complete. The AGENCY shall , and without the waiver of sovereign immunity of either party, be solely responsible for any violations by the AGENCY of any permits issued to the DEPARTMENT or jointly to the AGENCY and the

DEPARTMENT that occur. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project.

7. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. 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.
8. Signals: N/A at this location along the Project.
9. Drainage: DEPARTMENT will reconstruct and reconfigure the existing open drainage swale in the area of the re-aligned SW Leighton Farm Avenue to be consistent with the current drainage patterns in that area.
10. 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.
11. 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.
12. 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.
13. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

14. 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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of the
Circuit Court

By: _____, Chair

_____ day of _____, 19_____

APPROVED AS TO FORM & LEGAL SUFFICIENCY

By: _____
Sarah W. Woods, County Attorney

ATTEST:

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary
(SEAL)

By: _____
Transportation Development Director

_____ day of _____, 20_____

Approval :

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EXHIBIT A
PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing **SW Leighton Farm Avenue** right-of-way and/or all acquired property interests to be acquired by the DEPARTMENT for AGENCY.

Typical Section - Reconstruct and realign SW Leighton Farm Avenue to align with SW Deggeller Court at the intersection with SR-714/ Martin Highway. Provide one 11-foot through lane in each direction with adjacent 6-foot shoulder (5-foot paved) separated by a 16.5-foot wide curbed median. In addition, the north bound approach to the intersection with SR-714/ Martin Highway will include an 11-foot wide left turn lane with adjacent 4-foot wide traffic separator.

Signing and Pavement Markings – Provide roadway striping and signage on re-aligned SW Leighton Farm Avenue per MUTCD and Martin County criteria.

Drainage – Reconstruct reconfigure existing open swale drainage to follow with the revised alignment of SW Leighton Farm Avenue.

Permits

- The FDOT will acquire in the AGENCY's name.

Restoration – Upon completion of the construction of the realigned SW Leighton Farm Avenue, remove the existing pavement for the old alignment of SW Leighton Farm Avenue and regrade the area, including the existing swale, to match the adjacent property.