

MEMORANDUM OF AGREEMENT

between

BROWARD COUNTY,

and

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

for

PREPARATION OF
TRANSIT CORRIDOR
STUDIES AND PLANS

This is an "Agreement" made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, hereinafter referred to as "COUNTY;"

AND

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate, an agency of the State of Florida located in Broward County, Florida, and organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter collectively referred to as "SFRTA."

WITNESSETH:

WHEREAS, COUNTY and SFRTA desire to cooperatively work together to prepare corridor studies and plans for the redevelopment of Transit Corridors ("Corridors") as identified in the Broward County MPO 2030 Long Range Transportation Plan, as same may be amended from time to time and as set forth in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the COUNTY and SFRTA desire to cooperate and work with federal, state and local agencies to complete the Transit Corridor Studies and Plans; and

WHEREAS, the COUNTY and SFRTA desire to formalize a process authorizing designated COUNTY and SFRTA staff to work together to prepare Transit Corridor Studies and Plans as set forth in this Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, promises, and covenants hereinafter set forth, COUNTY and SFRTA agree as follows:

ARTICLE 1
RECITALS

The above recitals and representations are true and correct and incorporated herein by reference.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 The Scope of Services for the Transit Corridor Studies and Plans shall consist of the tasks including but not limited to:
 - 2.1.1 Data collection and analysis of the Transit Corridors;
 - 2.1.2 Participation in public workshops for receipt of comments from the public and key stakeholders;
 - 2.1.3 Development of planning strategies to implement a future vision for the Corridors; and
 - 2.1.4 Implementation of the plans envisioned in the Transit Corridor Studies and Plans.
- 2.2 COUNTY shall provide GIS data to SFRTA, and in a cooperative effort, SFRTA shall provide value-added GIS data back to the COUNTY with any changes made to the data due to analysis or verification.
- 2.3 COUNTY and SFRTA shall designate staff to form the Core Team ("Core Team") consisting of representatives from governments and public agencies at various levels to provide a regional perspective on the Transit Corridor Studies and Plans.
- 2.4 The Core Team shall cooperate in the manner set forth in this Agreement to work together to prepare the Transit Corridor Studies and Plans. For the purposes of this Agreement, COUNTY and SFRTA shall designate a contact person from COUNTY and SFRTA.
- 2.5 The COUNTY through its designated contract person, hereafter "Contract Administrator," shall coordinate the activities of the Core Team, including the

scheduling of meetings and timeframes associated with the Transit Corridor Studies and Plans and the collaboration with the Working Group for each of the transit corridors, consisting of designated staff from the adjacent municipalities.

- 2.6 Upon completion of draft Transit Corridor Studies and Plans, the Core Team and Working Group members shall present the Plans to their respective Commissions, Councils and Boards.
- 2.7 The Core Team and Working Group shall modify the draft Transit Corridor Studies and Plans to incorporate recommendations and to present the revised final Transit Corridor Studies and Plans to the respective Commissions, Councils and Boards for final approval.
- 2.8 The SFRTA shall share the results of its ongoing Strategic Regional Transit Plan as may be appropriate and desirable in support of the Transit Corridor Studies effort.

ARTICLE 3 COSTS

- 3.1 COUNTY shall be responsible for costs and expenses associated with the preparation of the Transit Corridor Studies and Plans.
- 3.2 SFRTA, at their sole expense, shall provide staff to participate in the Core Team and be responsible for any associated costs.

ARTICLE 4 TERM AND TERMINATION

- 4.1 The term of this Agreement shall begin on the date it is fully executed by all parties and shall run for a period of three years and shall terminate as provided for in this Article. Notwithstanding the foregoing, COUNTY and SFRTA shall have the option to extend this Agreement for an additional period of up to three (3) years.
- 4.2 This Agreement may be terminated for cause by action of COUNTY or by SFRTA if the party in breach has not corrected the breach within thirty (30) business days' written notice from the aggrieved party identifying the breach, or for convenience by action of COUNTY or SFRTA upon not less than thirty (30) business days' written notice by COUNTY's Contract Administrator or such designated representative from the SFRTA.
- 4.3 Termination by COUNTY or SFRTA of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives set forth in this Agreement.

- 4.4 Notice of termination shall be provided in accordance with Article 7, "NOTICES," herein except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice, which shall be promptly confirmed in writing in accordance with Article 7, "NOTICES," herein.

ARTICLE 5
INDEMNIFICATION

- 5.1 COUNTY is a political subdivision of the state of Florida and SFRTA is a body politic and corporate, an agency of the State of Florida existing under the laws of the state of Florida. To the extent permitted by law, each party agrees to be fully responsible for acts and omissions of its agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6
INSURANCE

- 6.1 The parties hereto acknowledge that COUNTY and SFRTA are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. The parties shall institute and maintain a fiscally sound and prudent risk management program with regard to their obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

ARTICLE 7
NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

TO COUNTY:

TO SFRTA:

South Florida Regional Transportation Authority
800 NW 33rd Street, Suite 100
Pompano Beach, FL. 33064

ARTICLE 8
MISCELLANEOUS

8.1 THIRD PARTY BENEFICIARIES

COUNTY and SFRTA do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

8.2 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned or transferred. COUNTY and SFRTA represent that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to the parties' satisfaction. COUNTY and SFRTA shall perform their duties, obligations, and services under this Agreement in a skillful and respectable manner.

8.3 COMPLIANCE WITH LAWS

The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.4 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or SFRTA elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.5 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

8.6 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.

8.7 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

8.8 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties hereto.

8.9 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 8.8 above.

8.10 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibit "A" is incorporated into and made a part of this Agreement.

8.11 MULTIPLE ORIGINALS

This Agreement may be fully executed in three (3) copies by both parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[SIGNATURES ON FOLLOWING PAGES]

MEMORANDUM OF AGREEMENT BETWEEN BROWARD COUNTY AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR PREPARATION OF CORRIDOR STUDIES AND PLANS

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature; BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor and Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 20__, and the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

By _____
Mayor
_____ day of _____, 20__

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Barbara M. Hill
Assistant County Attorney
_____ day of _____, 20__

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI,
EXECUTIVE DIRECTOR

By _____
BRUNO A. BARREIRO,
CHAIRMAN

____ day of _____, 20____

APPROVED AS TO FORM:

By _____
GREENBERG TRAURIG, P.A.
General Counsel, SFRTA

____ day of _____, 20____

EXHIBIT "A"

Transit Corridors as identified in the
Broward County MPO 2030 Long Range Transportation Plan
Figure 8-3: Cost-Feasible Plan Transit Projects