

## ROADWAY TRANSFER AGREEMENT

**Florida Department of Transportation to City of Fort Lauderdale**  
**SR 842/Las Olas Boulevard from SE 16<sup>th</sup> Avenue to SR A-1-A**  
**Roadway Id 86050000 from beginning mile point 0.626 to end mile point 2.039**  
**(Excluding Dwight L. Rogers Memorial Bridge ID: 860018)**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of May 2018 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the DEPARTMENT, and CITY OF FORT LAUDERDALE, hereinafter called the CITY;

### WITNESSETH

**WHEREAS**, SR 842/Las Olas Boulevard from SE 16<sup>th</sup> Avenue to SR A1A is located within the CITY boundary and is currently owned by the DEPARTMENT as depicted on the location map attached and incorporated herein as Exhibit "A" (the "ROADWAY TRANSFER AREA"); and

**WHEREAS**, the CITY has agreed to accept the transfer of the ROADWAY TRANSFER AREA, with the exception of the Dwight L. Rogers Memorial Bridge (Bridge ID: 860018, Section ID: 86050000 from Mile Point 1.662 to Mile Point 1.869), to the CITY Street System, and this transfer is mutually agreed upon between the CITY and the DEPARTMENT; and

**WHEREAS**, the AGREEMENT has been approved by the CITY Commissioners through Resolution No.18-95, adopted on 1<sup>st</sup> day of May, 2018 and attached and incorporated herein as Exhibit "B".

**NOW, THEREFORE, THIS INDENTURE WITNESSETH:** in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CITY and the DEPARTMENT agree as set forth below:

1. The above recitals are incorporated herein and this AGREEMENT, pursuant to Section 335.0415, Florida Statutes, sets forth the terms and conditions under which the CITY and the DEPARTMENT will abide commencing on the date of approval of this AGREEMENT by the DEPARTMENT's Secretary.
2. The DEPARTMENT gives up all rights to the ROADWAY TRANSFER AREA, including the right of way, seawalls, and bulkheads, except as may be specified in this AGREEMENT:
  - a) The Dwight L. Rogers Memorial Bridge (Bridge ID: 860018) over the Intracoastal from abutment to abutment will continue to be owned, operated, and maintained by the DEPARTMENT.

- b) The handrail, bridge lighting system connected to the bridge electric power, the approach slabs, guardrail transitions, slope pavements, bridge signs, roadway barriers to the end of the approach slabs, and traffic control signals associated with the Dwight L. Rogers Memorial Bridge (Bridge ID: 860018) will continue to be owned, operated and maintained by the DEPARTMENT. The CITY agrees to perform maintenance of all roadway features, including sidewalks, on both approaches up to the bridge abutments and under the bridge. This includes the repair and maintenance of traffic stripes and markings, raised pavement markers, asphalt pavement, sweeping, litter pick-up and graffiti removal, signs owned by the local agency, roadway lighting, underdeck lighting, seawalls, parking lots; and tender house water and sewer service. Improvements constructed by the CITY on the Dwight L. Rogers Memorial Bridge and the respective tender house will continue to require a permit from or a construction agreement with the DEPARTMENT. The CITY is responsible for maintaining any decorative features and other improvements added to the ROADWAY TRANSFER AREA by the CITY after this AGREEMENT is effective.
  - c) The CITY will designate two parking spaces to the DEPARTMENT for the sole use of bridge tenders and maintenance of the Dwight L. Rogers Memorial Bridge (Bridge ID: 860018) as shown on Exhibit "A" or an alternate location agreed upon by the DEPARTMENT. The CITY agrees to retain these spaces in perpetuity while the bridge exists.
3. Upon the effective date of this Agreement, the CITY accepts all responsibility for operation and maintenance of the ROADWAY TRANSFER AREA, including but not limited to:
- a) All traffic control signals and devices, landscape, roadway lighting system, curbs, culverts and drainage structures, seawalls, and bulkheads within the right of way at the time of transfer. The CITY should coordinate with Broward County for the maintenance of the traffic signal system within the transfer area. The DEPARTMENT agrees to remove State Road signs, as appropriate. The ownership and maintenance responsibilities for all remaining signs and signage structures located within the ROADWAY TRANSFER AREA are included in this transfer to the CITY.
  - b) The right of way and public sidewalks, bridges, bike paths, and other ways in the right of way.
  - c) The CITY agrees to perform all activities necessary to keep the ROADWAY TRANSFER AREA fully and properly functioning at all times. Examples of maintenance activities may include, but are not limited to, maintenance of pavement and sidewalk surfaces, mowing, cleaning and desilting of ditches, retention ponds, drainage structures and other underground drainage systems, picking up litter, graffiti removal, and repair/replacement of signs.
  - d) The CITY shall be fully responsible for maintaining the drainage system associated with the ROADWAY TRANSFER AREA. The DEPARTMENT shall retain flowage rights to the drainage system. Currently this drainage system is operational. Since the drainage

system serves drainage for SR A1A and the Dwight L. Rogers Memorial Bridge (Bridge ID: 860018), the CITY agrees that any modification or alteration to the drainage system shall be reviewed and approved by the DEPARTMENT before implementation. If the drainage system is not properly maintained by the CITY, the DEPARTMENT reserves the right to perform necessary maintenance activities at the CITY's expense only after giving the CITY advance written notice of any maintenance activities or repairs.

- e) The DEPARTMENT retains the right to access Bridge 860018 for conducting its own maintenance or betterment projects to the bridge or bridge features without the need to obtain permits from the CITY. Except for emergencies, the DEPARTMENT's Maintenance Office will notify the CITY in advance to provide scope of work and corresponding work schedule and will coordinate the maintenance of traffic (MOT) with the CITY's Public Works Department prior to starting the work when one or more lane closures is required.
- f) The CITY shall continue the traffic data collection of 24-hour average daily traffic (ADT) count data at the following Traffic Monitoring Sites (TMSs):
  - 860203
  - 860137

Collection shall occur at the locations as depicted in Exhibits "A", at least once a year during the peak season (typically between January and mid-April). Traffic count data shall be collected in accordance with the provisions in DEPARTMENT's Procedure Topic Number: 525-030-150, Traffic Monitoring (Exhibit "C"), and submitted via e-mail in format compatible (TXT is preferred, PRN is acceptable) with the most current version of Survey Processing Software (SPS) to the District Traffic Data Coordinator for the preparation of the DEPARTMENT's annual data processing within 30 calendar days after the data are collected. Contact the District Traffic Data Coordinator with any questions or additional information at 954-777-4364.

- g) Federal-Aid funds under the following F.M. projects were used on the ROADWAY TRANSFER AREA:
  - 230717.2
  - 230718.2
  - 230719.2
  - 230720.2
  - 416871.1
  - 442598.4

The CITY agrees to allow the DEPARTMENT to perform periodic inspections of the ROADWAY TRANSFER AREA in accordance with the provisions of Topic Number 850-065-001, Inspection of Federal-Aid Projects under Local Jurisdiction (Exhibit "D"). Such inspections will be conducted to insure compliance with obligations related to the maintenance activities to be undertaken by the CITY as set forth in paragraphs 3 a) thru

- f), above. Any work proposed by the CITY involving right of way outside the transfer area and within retained DEPARTMENT right of way, will require prior DEPARTMENT review and approval.
- h) Historical and archaeological resources were identified within or adjacent to the ROADWAY TRANSFER AREA by the DEPARTMENT as shown on Exhibit "E". The CITY agrees to coordinate with the Florida State Historic Preservation Officer with respect to subsequently discovered historical or archaeological resources to determine potential impacts.
- i) It is agreed that all obligations of the DEPARTMENT, under existing maintenance, utility, railroad crossing, or other such agreements, including permits and easements, relating to the ROADWAY TRANSFER AREA, shall be transferred at the same time and in the same manner as jurisdictional responsibilities. The DEPARTMENT is unaware of any existing agreement or permits in the ROADWAY.
- j) Pursuant to Section 337.29, F.S., existing right of way maps will be recorded by the transferring agency into the public land records of Broward County. The DEPARTMENT, which currently has jurisdiction over the ROADWAY, shall supply all available right of way documentation.
4. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
5. This AGREEMENT embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this AGREEMENT shall supersede all previous communication, representation, or agreements, either verbal or written, between the parties hereto.
6. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida.
7. Each party is an independent contractor and is not an agent of the other party. Nothing contained in this AGREEMENT shall be construed to create any fiduciary relationship between the parties, during or after the performance of this AGREEMENT. Neither party shall have the authority to bind the other party to any obligation whatsoever to any third party without the express specific written consent of the other.
8. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
9. If any part of this AGREEMENT shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this AGREEMENT shall remain in

full force and effect provided that the part of this AGREEMENT thus invalidated or declared unenforceable is not material to the intended operation of this AGREEMENT.

10. For communication purposes, the parties may be reached at the following addresses and phone numbers.

**City of Fort Lauderdale**  
Lee R. Feldman, ICMA-CM  
City Manager  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-5013

**Florida Department of Transportation**  
Mayur Patel, P.E.  
District Planning & Environmental  
Administrator  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309-3421  
Telephone: (954) 777-4459

11. Nothing herein shall be deemed a waiver of sovereignty immunity in favor of either party.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.


**CITY**

**CITY OF FORT LAUDERDALE**, by and through its Board of City Commissioners

BY:   
Lee R. Feldman, City Manager

Date: 5/4/18

ATTEST

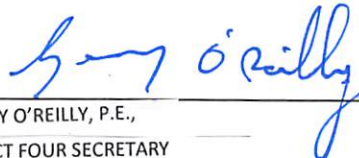
  
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:  
Alain E. Boileau, Interim City Attorney

  
Lynn Solomon, Assistant City Attorney

**DEPARTMENT**


**STATE OF FLORIDA  
DEPARTMENT  
OF TRANSPORTATION**

BY:   
GERRY O'REILLY, P.E.,  
DISTRICT FOUR SECRETARY

Date: 6/1/2018

ATTEST: 

\_\_\_\_\_  
Legal Review

  
Laurice Mayes, Esq.  
District Four Legal Counsel

**FINAL APPROVAL**

BY:   
Mike Dew, Department Secretary

Date: 14 JUN 18

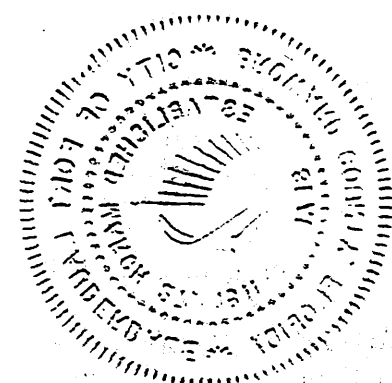
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2/10/12

8/10/12

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8/10/12



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

P2 L  
5/7/18

Today's Date: 5/3/18

DOCUMENT TITLE: Roadway Transfer Agreement - FDOT

COMM. MTG. DATE: 5/1/18 CAM #: 18-0430 ITEM #: PH-2 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

2) City Attorney's Office # of originals attached: 2 Approved as to Form:  YES  NO

Date to CCO: 5/3/18 LS  
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/X5013 Date: 5/3/18

4) City Manager's Office: CMO LOG #: may-26 Date received from CCO: 5/3/18

Assigned to: L. FELDMAN  S. HAWTHORNE  C. LAGERBLOOM   
L. FELDMAN as CRA Executive Director

APPROVED FOR LEE FELDMAN'S SIGNATURE  N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM (Initial/Date)  PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 2 originals to  Mayor  CCO Date: 5/4/18

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

**INSTRUCTIONS TO CLERK'S OFFICE**

City Clerk: Retains 0 original and forwards 2 original(s) to: Christine Fanchi / TAM/ Ext. 5226 (Name/Dept/Ext) **\*\*original needs to be signed by FDOT\*\***

Attach \_\_\_ certified Reso # \_\_\_\_\_  YES  NO Original Route form to CAO

**\*\*please email an executed copy to Shaniece Louis\*\***