

**MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION,
FLORIDA’S TURNPIKE ENTERPRISE
AND
ORANGE COUNTY, FLORIDA**

This MEMORANDUM OF AGREEMENT (the “Agreement”), is made and entered into by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA’S TURNPIKE ENTERPRISE, an executive agency of the State of Florida (the “Department”), and ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida (the “County”) (the Department and the County may be referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

A. The Department is authorized by Section 334.044, Florida Statutes, to coordinate the planning, development, and operation of the State Highway System and to cooperate with local governments in the development of a statewide transportation system and individual components of the system.

B. The Department’s Florida Turnpike Enterprise (“Enterprise”) is authorized by Section 338.2216, Florida Statutes, to plan, develop, own, acquire, construct, improve, maintain, operate, and manage the Florida Turnpike System; and to cooperate and contract with other public entities for such purposes.

C. The County is authorized by Chapters 125 and 336 to own, construct, operate, and maintain the county road system roads located within the geographical boundaries of Orange County, Florida, and to enter into agreements with other governmental agencies for the performance of the other agencies’ authorized functions.

D. The Enterprise operates the Beachline West Expressway (SR 528) in Orange County, Florida, a limited access highway that is part of the Florida Turnpike System.

E. The County operates John Young Parkway (CR 423) in Orange County, Florida.

F. The Department’s adopted work program includes a project to widen the eastbound exit ramp from SR 528 to CR 423 at milepost 3, and other improvements, in Orange County, Florida, as described in the Department’s Five-Year Adopted Work Program as Financial Project Number (FPN) 449465-1 (the “Project”).

G. To ensure the most effective utilization of public resources and to facilitate the construction of the Project, the Parties agreed to establish this Agreement to coordinate various aspects of the Project.

H. It is the intent of the Parties to cooperate and coordinate their efforts and resources to minimize the costs of construction, maintenance, and other Project-related matters as the Department expands and improves its transportation system and facilities in Orange County.

AGREEMENT

In consideration of the mutual covenants and promises contained in this Agreement, the Parties agree that the Recitals are true, correct, and incorporated by reference herein, and further agree as follows:

1. **Representations of the County.**

a. To the knowledge of the County, there is no litigation pending or threatened with respect to this Agreement, or the subject matter hereof, which would affect the performance by the County of its obligations under this Agreement.

b. To the knowledge of the County, the execution of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the County is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

c. All consents, waivers, approvals and other governmental actions required to be taken in order for the County to enter into this Agreement have been received by the County.

2. **Representations of the Department.**

a. To the knowledge of the Department, there is no litigation pending or threatened with respect to this Agreement, or the subject matter hereof, which would affect the performance by the Department of its obligations under this Agreement.

b. To the knowledge of the Department, the execution of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the Department is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

3. **Department Responsibilities.** Subject to the timely performance by the County of its obligations under this Agreement:

a. The Department has prepared construction plans ("Project Plans") for the Project, which are on file with both the County and the Department. The Project generally includes, among other things, widening of the eastbound exit ramp from SR 528 to CR 423, construction of operational and safety improvements for southbound CR 423 to Taft Vineland Road, merge lane, turn lanes, ramp widenings, traffic control plan, guardrail,

barriers, drainage and stormwater management improvements, signs, roadway lighting, intelligent transportation system adjustments, traffic signals, temporary works, utility adjustments and earthwork. The Department will procure construction services for the Project in accordance with the procurement processes available to the Department. The Parties acknowledge and agree that the Project Plans may be modified during the final design process for the Project. Any change, deviation, correction or alterations of the Project Plans made after the County's review shall be coordinated with the County. Any future changes requested by the County, not contemplated in the Project Plans approved by the Department, may be considered by the Department, but all additional costs resulting from any County-requested changes will be borne solely by the County.

b. The Department will construct the Project within the existing Department right-of-way and the existing County right-of-way, in accordance with the terms and conditions of a construction contract to be advertised by the Department on or about January 9, 2026. The limits of the Project are generally reflected in Exhibit "A," to this Agreement. The Parties agree that the scheduled date of advertisement is subject to change by the Department. The Department will advise the County of any changes to the scheduled date of advertisement.

c. The Department will administer the work so that the Project is constructed in accordance with the Project Plans and specifications approved by the Department. The Department shall not be responsible for any costs associated with aesthetic enhancements to structures, roadway elements, or landscaping on the Project beyond what is in the Project Plans.

d. The Department will obtain, at its own expense, all applicable regulatory permits required for the Project.

e. The Department shall be responsible for permit compliance during construction of the Project. Upon final acceptance of the Project by the Department, the Department will transfer to the County any regulatory permits obtained by the Department for the Project applicable to those areas of the Project for which ownership and/or maintenance responsibility is assigned to the County under the terms of the Maintenance Agreement (defined in Section 5.a., below).

f. The Department shall include the following paragraph as part of Subarticle 7-13.2 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants, as amended, applicable to the Project:

"The Commercial General Liability Insurance shall name Orange County as an additional insured with the same terms, conditions, and language as specified in Subarticle 7-13.2."

g. The Department will notify the County in writing and invite the County to attend the semi-final inspection prior to completion and final acceptance of the Project by the Department. The County will be given the opportunity to concur with satisfactory

completion of final punch list items for portions of the Project that will be owned and/or maintained by the County.

h. After final acceptance of the Project by the Department, the Department will furnish the County with final construction as-builts and any shop drawings related to the Project.

i. Except as may be otherwise expressly provided in the Maintenance Agreement, the Department will own and operate all portions of the Project located within the final SR 528 limited access right-of-way as part of the Florida Turnpike System. The Department will also own and operate those portions of the Project which are included in the Department's maintenance responsibilities under the terms and conditions of the Maintenance Agreement.

4. **County Responsibilities.** As conditions to the Department's responsibilities under this Agreement:

a. The County acknowledges that construction of the Project will partially occur in the County's right-of-way. The County grants the Department, its consultants, and contractors (at no cost to the Department, its consultants, or contractors), for the duration of the Project, the right to enter upon, over, through, under, across, and to occupy the County's right-of-way (including the County right-of-way as shown in Exhibit "A") for purpose of constructing the Project as more fully described in the Project Plans. The County agrees that no separate County right-of-way permit needs to be obtained for this purpose.

b. Upon final acceptance of the Project by the Department, the County shall operate and maintain, at its sole cost, all areas of the Project for which maintenance responsibility is assigned to the County as provided in the Maintenance Agreement.

c. The County shall not perform any work within the limits of the Project during construction of the Project unless the County provides written notice to the Department describing the nature, scope, and timing of the proposed work and receives written confirmation from the Department that such proposed work does not present any conflict with the Project.

5. **Miscellaneous**

a. The Parties acknowledge and agree that the maintenance responsibilities of the Parties for the Project will commence upon final acceptance of the Project by the Department which shall be governed by the terms and conditions of a separate maintenance memorandum of agreement (the "Maintenance Agreement") to be entered into by the Parties contemporaneous with this Agreement.

b. Any amendment to or modification of this Agreement or any alteration, extension, supplement, or change of time or scope of work shall be in writing and signed by both Parties.

c. Any notice or other document which either Party is required to give or deliver to the other under the terms of this Agreement shall be given in writing and delivered personally or sent to:

TO DEPARTMENT:

Executive Director
Florida's Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

With a copy to:

Chief Counsel
Florida's Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

TO COUNTY:

Orange County Administrator
Orange County
P.O. Box 1393
Orlando, FL 32802-1393

With a copy to:

County Attorney
Orange County
P.O. Box 1393
Orlando, FL 32802-1393

d. The Department may cancel this Agreement for refusal of the County to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the County in conjunction with this Agreement.

e. Nothing in this Agreement shall prevent the Parties from entering into third party agreements that require third parties to assist the Parties with their obligations under this Agreement; provided, however, such third-party agreements shall not in any manner relieve the Parties of their obligations under this Agreement. Neither the Department nor the County shall be obligated or liable hereunder to any person or entity not a party to this Agreement. This Agreement confers no rights on any third party and shall not create any other third-party beneficiary under this Agreement, nor shall this Agreement authorize anyone not a Party to this Agreement to maintain a suit against the Department or the County pursuant to the terms of this Agreement.

f. Upon request, the County will (at no cost to the Department, its consultants, or contractors) enter into any additional agreement(s) as may be necessary for the Department to perform the work required for the Project and to otherwise effectuate the terms of this Agreement.

g. The requirements of Section 339.135(6)(a), Florida Statutes, are incorporated into this Agreement:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.”

h. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

i. No waiver by either Party of any failure by the other Party to timely perform any of its obligations under this Agreement, shall be construed as a waiver of any succeeding failure of the defaulting Party to perform or as a waiver of the defaulting Party's obligations under this Agreement.

j. Nothing in this Agreement shall constitute a waiver by either Party of its sovereign immunity for any damages claimed by third parties, nor shall anything included herein be construed as consent by the County or the Department to be sued by third parties in any matter arising out of this Agreement.

k. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

l. THE COUNTY AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

m. This Agreement shall be binding upon the Parties, their successors and assigns. The County may not assign any of its rights or obligations under this Agreement.

n. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last signed by a Party.

ORANGE COUNTY, FLORIDA
a political subdivision of the State
of Florida

FLORIDA DEPARTMENT OF
TRANSPORTATION, FLORIDA'S
TURNPIKE ENTERPRISE

By: _____
Jerry L. Demings
Orange County Mayor

By: _____
Nicola Liquori
Executive Director and CEO
Florida's Turnpike Enterprise

Date: _____

Date: _____

(SEAL)

Legal Review (Department)

ATTEST:

By: _____

As authorized for execution at the Board of
County Commissioners meeting of:

Date: _____

Legal Review (County)

EXHIBIT “A”