

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
SEMINOLE COUNTY**

**THIS MEMORANDUM OF AGREEMENT (this “Agreement”)**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **State of Florida, Department of Transportation**, an executive agency of the State of Florida having a business address located at Florida’s Turnpike Enterprise, Turkey Lake Service Plaza, Milepost 263, Florida’s Turnpike, Building 5315, P.O. Box 613069, Ocoee, Florida 34761 (hereinafter referred to as the “DEPARTMENT”) and **Seminole County**, a charter county and political subdivision of the State of Florida, with a business address of Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the “COUNTY”).

**WITNESSETH:**

**WHEREAS**, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate, construct, maintain and operate transportation facilities as part of the planning, development, and operation of the State Highway System;

**WHEREAS**, the DEPARTMENT pursuant to Section 338.222(1), Florida Statutes, is designated as the sole agency to acquire, construct, maintain, or operate the Turnpike System, except upon specific authorization of the Legislature. The DEPARTMENT’s Florida’s Turnpike Enterprise (“ENTERPRISE”) is authorized under Section 338.2216(2), Florida Statutes, to plan, develop, own, purchase, lease, or otherwise acquire, demolish, construct, improve, relocate, equip, repair, maintain, operate, and manage the Turnpike System, and to cooperate, coordinate, partner, and contract with other entities, public and private, to accomplish these purposes;

**WHEREAS**, COUNTY is authorized under Chapters 125 and 336, Florida Statutes, to own, operate and maintain its local roads;

**WHEREAS**, ENTERPRISE, a district of the Florida Department of Transportation, operates and maintains the Turnpike System, a system of limited access toll roads, including State Road 91 (commonly referred to as Florida’s Turnpike), as well as the Seminole Expressway aka State Road 417 (SR 417);

**WHEREAS**, the DEPARTMENT proposes to construct certain improvements for SR 417 from the Orange/Seminole County Line to north of State Road 434, including without limitation, roadway widening, new bridge structures, bridge widenings, ramp widenings, intersection improvements, traffic control plan, MSE walls, retaining walls, guardrail, barriers, cross drain replacements/extensions, drainage pipes, drainage

structures, stormwater management facilities, fence, signs, roadway lighting, intelligent transportation system adjustments and installations, traffic signals, temporary works, utility adjustments and earthwork, (collectively the "Project") in Seminole and Orange counties, Florida;

**WHEREAS**, the Project is more particularly described in the Concept Plans of SR 417 (Seminole Expressway) Widening, Project Number 417545-1-52-01, occurring within the limits of DEPARTMENT and COUNTY right of way (hereinafter "Concept Plans"). The Concept Plans are included as part of a Design-Build Request for Proposal (E8U08) the DEPARTMENT is procuring for this Project and are a conceptual depiction of the proposed improvements. The final plans are to be developed by the winning Design-Build team and may ultimately vary from the current Concept Plans. The future Plans, when finalized, will then replace the current Concept Plans as original Exhibit "A", as though it was originally set forth and attached herein. The Concept Plans are and will remain on file with both the COUNTY and the DEPARTMENT;

**WHEREAS**, the Project improvements subject to this Agreement are to be constructed in the COUNTY's right of way as shown in the Concept Plans;

**WHEREAS**, COUNTY acknowledges that construction of the Project will partially occur in the COUNTY right-of-way reflected in Exhibit "A", attached hereto and incorporated by reference, and COUNTY hereby permits the DEPARTMENT and its contractors and assigns, to enter its right-of-way for such purpose, subject to the conditions set forth in this Agreement;

**WHEREAS**, under this Agreement, all Project improvements constructed within the COUNTY's right of way will be owned, operated, and maintained by the DEPARTMENT, unless otherwise noted in this Agreement. In addition, the COUNTY hereby grants DEPARTMENT all necessary air rights for all Project facilities crossing over the COUNTY owned road, including, but not limited to, the bridges in Exhibit "A";

**WHEREAS**, for the Project work contemplated by this Agreement that is to occur within the COUNTY's North Cross Seminole Trail and South Cross Seminole Trail, COUNTY agrees to facilitate and assist the DEPARTMENT in obtaining an easement titled in DEPARTMENT's name for the use of state-owned uplands from the Florida Department of Environmental Protection, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida;

**WHEREAS**, DEPARTMENT and COUNTY agree that all maintenance obligations set forth in this Agreement shall be perpetual and shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida

**NOW, THEREFORE**, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction and

maintenance of the Project will proceed in accordance with the following terms and conditions:

1. The recitals set forth above are true and correct and form a material part of this Agreement upon which the parties have relied.

2. DEPARTMENT anticipates Project construction will begin Spring 2024 and end Spring 2030. The DEPARTMENT shall notify the COUNTY should any of these anticipated dates change. This Agreement will remain in full force and effect for the duration of construction of the DEPARTMENT Project.

3. Upon the Effective Date of this Agreement, the DEPARTMENT is authorized, subject to the conditions set forth herein, to enter the COUNTY's right of way (including that portion of the Oviedo Hammock Trail (now known as the North Cross Seminole Trail and South Cross Seminole Trail) subleased by the COUNTY under its sublease entered into with the Florida Department of Environmental Protection, Office of Greenway and Trails (which has transferred to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida) on August 12, 1997 and as amended) to perform all activities necessary for the construction and post-construction maintenance and operations of the Project, as described in the Concept Plans and in Exhibit "A".

4. The Project includes, but is not limited to, the improvements identified below and depicted in Exhibit "A".

(a) Slavia Road

- (i) Replace existing bridge on SR 417 to accommodate a future 4-laning on Slavia Road

(b) Red Bug Lake Road Interchange

- (i) Widen existing bridges on SR 417 over Red Bug Lake Road
- (ii) Widen the eastbound Red Bug Lake Road to include dual left-turn lanes to the northbound on-ramp
- (iii) Install new mast arm traffic signals
- (iv) Modify existing mast arms
- (v) Install new lighting
- (vi) Install new signing and pavement markings
- (vii) Install new ITS components

5. Project improvements also include but are not limited to: construction of bridge replacements on SR 417 over the South Cross Seminole Trail; bridge widenings over the North Cross Seminole Trail; a bridge replacement on Ramp C the South Cross Seminole Trail; and a new bridge on Ramp D over the South Cross Seminole Trail, as depicted in Exhibit "A". The DEPARTMENT is authorized to close the trail during nighttime hours at these locations to facilitate bridge construction, subject to the following restrictions: Closures for South Cross Seminole Trail and North Cross Seminole Trail will only be allowed to accommodate overhead work and no closures will be allowed from 4:30 a.m. to 9:00 p.m.

6. Project related lane closures and detour allowances that involve COUNTY road(s) will be in accordance with the Concept Plans and as depicted in Exhibit "A".

7. The Department shall install underdeck lighting for the trail at the SR 417 bridges over the South Cross Seminole Trail and North Cross Seminole Trail crossings under SR 417. The DEPARTMENT will be responsible for providing a power source and meter for the underdeck lighting. Upon completion of construction, the COUNTY, as part of its perpetual post-construction maintenance obligations under this Agreement, will be responsible for maintaining the underdeck lighting, the establishment of utility service for the underdeck lighting, and all costs associated with the initiation of, and the continued operation of utilities providing service to the underdeck lighting.

Upon the Effective Date, COUNTY grants the DEPARTMENT all necessary air rights for all Project facilities crossing over any COUNTY owned roads, including bridges and facilities over COUNTY's Slavia Road (northbound and southbound crossings), as described in Exhibit "A" attached hereto and incorporated by reference.

8. The Project specifies that all mast arms must be designed in accordance with the Seminole County Standard Mast Arm Drawings. Pole Type 4 must be provided, and all mast arms must be painted black in accordance with the Seminole County Mast Arm Standard Drawings

9. Upon completion of construction of the Project, COUNTY agrees to accept all operation and maintenance obligations as set forth in Exhibit "B" attached hereto and incorporated herein. The detailed maintenance responsibilities of the DEPARTMENT are also depicted in Exhibit "B". After construction, the COUNTY and DEPARTMENT shall review the as-built plans to determine if any areas of the maintenance responsibilities are impacted. If impacts are identified, COUNTY and DEPARTMENT shall amend the Agreement to modify this exhibit accordingly.

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 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. Accordingly, the DEPARTMENT's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature

10. Nothing in this Agreement operates to waive the parties' respective sovereign immunity protections, or to increase the limits of liability as set forth in Section 768.28,

Florida Statutes. This Agreement is for the sole and exclusive benefit of DEPARTMENT and COUNTY and does not bestow any legal rights or benefits upon other entities or persons.

11. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, must be in writing and will be sufficient if mailed by certified United States mail, postage prepaid, to the parties at the contact information listed below:

### **CONTACT INFORMATION**

#### **SEMINOLE COUNTY, FLORIDA:**

Public Works Director  
Seminole County, Florida  
1101 East First Street  
Sanford, Florida 32771

With Copy to:

County Attorney's Office  
Seminole County, Florida  
1101 East First Street  
Sanford, Florida 32771

Jean Jreij, PE, Public Works Director  
Medhat "Matt" Hassan, PE, Deputy Public Works Director  
Anthony Nelson, PE, County Engineer  
Dino Lucarelli, PE, Chief Design Engineer  
Charlie Wetzel, PE, PTOE County Traffic Engineer  
Arturo Perez, PE, Project Manager  
Dennisse Zornan, EI, CIP Administrator

**To Department:**

Executive Director  
Florida's Turnpike Enterprise  
Turnpike Headquarters -Bldg. 5315  
P.O. Box 613069  
Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel  
Turnpike Headquarters -Bldg. 5315  
P.O. Box 613069  
Ocoee, FL 34761-3069

Revenue Rights / Access

12. All toll revenue generated by the PROJECT will be the sole property of the DEPARTMENT. The COUNTY shall not establish toll collection facilities on any portion of the PROJECT.

13. County is not authorized access to the PROJECT, other than at public access points, subject to the same conditions as public users, except as authorized by this Agreement or as otherwise authorized in writing by the DEPARTMENT.

14. This Agreement is governed by the laws of the State of Florida in terms of interpretation and performance.

15. Neither party may assign, pledge, or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the other party. Nothing in this Agreement prevents the DEPARTMENT from delegating its duties under this Agreement, but such delegation will not release the DEPARTMENT from its obligation to perform this Agreement.

16. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for in this Agreement.

17. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to

the subject matter of this Agreement are waived and are merged into and superseded by this Agreement.

18. By their signatures below, the parties hereby acknowledge the receipt, adequacy, and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

19. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement will not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

20. No term or provision of this Agreement may be interpreted for or against any party because that party or that party's legal representative drafted the provision.

21. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement will remain in full force and effect and the parties will be bound thereby so long as principal purposes of this Agreement remain enforceable.

22. A modification or waiver of any of the provisions of this Agreement will be effective only if made in writing and executed with the same formality as this Agreement.

23. This Agreement becomes effective when all parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) is the effective date of this Agreement ("Effective Date").

**IN WITNESS WHEREOF**, THE COUNTY and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
GRANT MALLOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

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

For the use and reliance  
Seminole County only.

As authorized for execution by the Board of  
County of Commissioners at its  
\_\_\_\_\_, 20\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

**STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_ [Seal]  
Executive Director & Chief Executive Officer, Florida's Turnpike Enterprise

ATTEST: \_\_\_\_\_ [Seal]  
Executive Secretary

Legal Review:

BY: \_\_\_\_\_  
Legal Counsel



EXHIBIT A

FPID 417545-1-52-01  
PROPOSED SR 417 WIDENING PLANS  
WITHIN SEMINOLE COUNTY

EXHIBIT B

FPID 417545-1-52-01

MAINTENANCE RESPONSIBILITIES