

**MEMORANDUM OF UNDERSTANDING BETWEEN BROWARD COUNTY AND FLORIDA
DEPARTMENT OF TRANSPORTATION DISTRICT FOUR FOR FIBER OPTIC AND CONDUIT
MAINTENANCE GUIDELINES**

This Memorandum of Understanding (“MOU”) is between the Florida Department of Transportation District Four, an agency of the State of Florida (“Department”), and Broward County (“County”), a political subdivision of the State of Florida (each a “Party” and collectively, the “Parties”).

ARTICLE 1. PURPOSE

This MOU is intended to define and document the existing arrangement between the Parties to share, operate, and maintain fiber optic cables (“FOC”), conduits, pull boxes, splice vaults, splice enclosures, splices and other related infrastructure (FOC and the other items referenced are collectively referred to as “Assets”) on roadways throughout Broward County.

This MOU is not intended to commit any Party to allow the other Party to use any FOC or other Assets in any particular manner but is only intended to document the existing informal relationship that has existed between the Parties. Without any obligation to do so, it is the intention of the Parties to work together after the date of this MOU to negotiate and enter into a formal agreement that will detail their respective financial, maintenance, and repair obligations relating to the Assets.

ARTICLE 2. BACKGROUND

Department has been incrementally deploying Intelligent Transportation Systems (“ITS”) technologies on their roadways, including the installation of an ethernet/Internet Protocol (“IP”) fiber-based communication network. In addition, County has also been upgrading the traffic signals to an Advanced Traffic Management System (“ATMS”) and has been transitioning to an ethernet/IP fiber-based network. Multiple ATMS and ITS projects have been completed within Broward County by Department and County and there are several other County projects expected to be completed in the coming years. Department’s ITS and County’s ATMS are currently operated from the Broward County Regional Transportation Management Center (“TMC”) located at 2300 West Commercial Boulevard in Ft. Lauderdale.

Because both ATMS and ITS benefit from the use of Assets that are owned by either Department or County, the Parties have for some years engaged in shared usage of the Assets identified in Exhibit A to this MOU as well as performed certain operational and maintenance tasks associated with those Assets. The Party that owns the main trunk of the Asset identified in Exhibit A is referred to as the “Owner Party” and the Party who has spliced infrastructure onto the main trunk is referred to as the “User Party.”

ARTICLE 3. UTILIZATION OF ASSETS COVERED UNDER THIS DOCUMENT

Each Party agrees to allow the other to continue utilizing the Assets as identified and described in Exhibit A.

To the extent that either Party wishes to use an additional Asset of the other Party, or to expand the utilization of an Asset identified in Exhibit A, the requesting Party must make a written request, which will be considered and responded to in writing by the receiving Party within fifteen (15) days of receipt of the request. Department may only request utilization of a County Asset that has been designated by County for future expansion of its ATMS and County may only request utilization of a Department Asset that has been designated for future expansion of its ITS. Upon approval of a request for expanded or additional utilization of an Owner Party's Asset, Exhibit A will be revised to reflect that additional or expanded usage. No formal amendment to this MOU is required to amend Exhibit A after approval for expanded or additional Asset use is approved by an Owner Party.

The portion of an Asset being made available for use by the non-owning Party is identified in Exhibit A as the "Portion of Owner Party Assets shared with User Party" column.

All requests for expanded or additional Asset usage by County must be submitted to Department's Traffic Operations Engineer and all such requests by Department must be submitted to County's Traffic Engineering Division Director. Any request for expanded use of an Asset or use of an additional Asset is subject to the written approval of the applicable Owner Party, in its sole discretion.

County may only utilize Department Assets for County ATMS purposes and Department may only utilize County Assets for Department ITS purposes. Further, under no circumstances may a User Party allow any individual or entity to utilize Owner's Party's Asset without first obtaining written approval of the Owner Party, which may be withheld in that Party's sole discretion. If such approval is given, all maintenance and repair obligations of a User Party under this MOU shall apply to the third party's use of that Asset.

ARTICLE 4. MAINTENANCE AND REPAIR ROLES AND RESPONSIBILITIES

4.1. The Owner Party is responsible for maintenance and repair of the main trunk of its Assets up to, and inclusive of, the splice vault where the User Party's infrastructure is spliced to the main trunk. The User Party is responsible for maintenance and repair of the Asset starting after the splice vault attached to the Asset.

4.2. The Party responsible for maintenance and repair as described in Section 4.1 is responsible for locating the Assets prior to use pursuant to the Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes ("Sunshine 811 Call"). If the Party responsible for maintenance of an Asset under this MOU incorrectly locates the Assets during their response to a Sunshine 811 call made by the other Party, the Party responsible for

maintenance shall also be responsible for repairs to the Assets resulting from damaged caused by the incorrect locating of the Asset.

4.3. Any damage to an Asset must be assessed by the Party responsible for maintenance of the Asset within five (5) business day after notice of suspected damage. If the damage requires a "Major Repair" (as defined in this MOU), the Party responsible for maintenance will notify the other Party of the issue, the expected downtime, and the corrective actions needed.

4.4. For purposes of this MOU, a Major Repair is defined as a fiber optic communications issue, including but not limited to issues requiring significant diagnostic services to identify the issue; require repairs in excess of \$5,000; requires utility coordination; coordination with other governmental agencies not a party to this MOU; damage caused by vandalism, theft, or climatic events that disrupts communications via the fiber optic line; fiber cuts; power loss from the utility service point; construction activity related issues; or any other activity or event that disrupts communications via the fiber optic line at issue.

4.5. Because device issues are far more frequently the cause of loss of communications, the Parties agree that initial troubleshooting will be performed by the Party identifying a communications issue to their respective field equipment. If it is determined that the loss of communication is likely attributable to a failure of a component of the Asset, both Parties will investigate the issue to determine the cause of the issue and determine whether it requires a Major Repair as described in Section 4.4.

4.6. After discovery of an issue requiring a Major Repair, the Parties agree to discuss available resources and required steps to correct the issue in a timely manner. The timeframe and responsibilities associated with such repair will be coordinated in good faith by the Parties at such meeting. If an agreement regarding responsibility for a Major Repair cannot be agreed upon at the meeting, the Owner Party may, in its sole discretion, effectuate the repair and reserve all claims and rights to seek recovery of costs from the User Party, with the User Party retaining all defenses associated with any such claim.

4.7. This MOU in no way changes other existing maintenance arrangements between the Parties. As the signal maintaining agency, County must continue to receive maintenance resources support as defined in other agreements with the Department.

ARTICLE 5. OTHER TERMS AND CONDITIONS

5.1. For all Assets currently under shared usage as identified in Exhibit A (as may be amended), if the Owner Party determines that a User Party must cease utilization of the Asset, the Owner Party will provide at least eighteen (18) months advance written notice to the User Party to allow User Party to obtain alternate service that may be required to maintain its operations that were currently being done through the Asset. If User Party is able to obtain such alternate service

before the termination date provided in the written notice, it may cease its use of the Asset at that time with notice to the Owner Party.

5.2. The Parties agree that an Owner Party is not entitled to compensation from a User Party for use of an Asset other than the repair and maintenance obligation described in this MOU, including any obligation for a User Party to pay for a Major Repair.

5.3. The Parties understand and agree that accidental cuts or dig-ups may occur, causing damage to the shared infrastructure. Neither Party will be liable to the other Party for incidental or consequential damages arising from accidental cuts or dig-ups caused by third parties except as provided in Section 4.2.

5.4. Each Party is obligated to notify the other within fifteen (15) calendar days before performing maintenance, repair, or other work on an Asset that will result in downtime to the Asset.

5.5. This MOU shall remain in effect until such time as a Party provides at least sixty (60) days written notice to the other Party of termination. Such notice of termination shall not act to shorten the eighteen (18) month period provided for in Section 5.1 and all repair and maintenance obligations of this MOU shall continue for such Assets until the User Party ceases use.

5.6. Except for modification to Exhibit A as provided in this MOU, the terms of this MOU may only be modified through a written amendment executed by the Parties.

5.7. Neither Department nor County intends to directly or substantially benefit a third party by this MOU. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this MOU and that no third party shall be entitled to assert a right or claim against either of them based upon this MOU.

5.8. Nothing contained herein is intended to or shall have the effect of relieving the Parties from complying with applicable laws, regulations, policies, or prospective grant award terms and conditions relating to the Assets.

5.9. County and Department are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective 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 either Party to be sued by third parties in any matter arising out of this MOU or any other contract. The obligations of this article shall survive the expiration or earlier termination of this MOU.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and Department, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Gavin P. Rynard (Date)
Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NAK/gpr
MOU – Fiber Optic and Conduit Maintenance Guidelines
04/23/25
#1163808.1

**MEMORANDUM OF UNDERSTANDING BETWEEN BROWARD COUNTY AND FLORIDA
DEPARTMENT OF TRANSPORTATION DISTRICT FOUR FOR FIBER OPTIC AND CONDUIT
MAINTENANCE GUIDELINES**

DEPARTMENT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR

ATTEST: _____ (Seal)

Title: _____

By: _____

Title: _____

Print Name

_____ day of _____, 20__

I HEREBY CERTIFY that I have approved this
MOU as to form and legal sufficiency
subject to execution by the parties:

Office of the General Counsel

EXHIBIT A
Allocation of Fiber Optic Cables within Shared Use Communications Facilities in Broward County

#	Roadway	From	To	Owner Party	User Party	Owner Party Assets SM FON Count	Portion of Owner Party Assets shared with User Party
1	US-1/Federal Hwy	SR-842/Broward Blvd	US-1/Federal Hwy (Sears)	County	Department	24	Blue Buffer (4 Count)
2	US-1/Federal Hwy	SR-838/Sunrise Blvd (Gateway)	NE 26th St	County	Department	24	Orange Buffer (4 Count)
3	US-1/Federal Hwy	NE 26th St	SR-816/Oakland Park Blvd	County	Department	12	Blue Buffer (2 Count)
4	Prospect Rd	TMC	SR-845/Powerline Rd	County	Department	96	Green Buffer (4 Count) Red Buffer (2 Count)
5	SR-870/Commercial Blvd	TMC	US-1/Federal Hwy	County	Department	96	Red Buffer
6	SR-870/Commercial Blvd	TMC	I-95	County	Department	96	White Buffer
7	SR-818/Griffin Rd	SR-7/US-441	University Dr	Department	County	2 x 96	1 x 96 FOC SM
8	SR-810/Hillsboro Blvd	I-95	SR-91/Turnpike	Department	County	48	Green and Brown Buffers
9	SR-7/US-441	SR-842/Broward Blvd	SR-858/ Hallandale Beach Blvd	Department	County	2 x 96	1 x 96 FOC SM
10	SR-870/Commercial Blvd	SR-7/US-441	TMC	County	Department	96	Black Buffer
11	SR-842/Broward Blvd	SR-817/University Dr	I-95 SB off ramp	County	Department	96	Black Buffer (12 Count)
12	SR-842/Broward Blvd	I-95 SB off ramp	NW 18th Ave	County	Department	12	Blue Buffer (4 Count)
13	SR-838/Sunrise Blvd	SR-7/US-441	I-95 NB On Ramp	Department	County	36	Orange Buffer
14	SR-838/Sunrise Blvd	I-95 NB On Ramp	NW 9th Ave	County	Department	12	Blue Buffer (4 Count)
15	SR-838/Sunrise Blvd	NW 9th Ave	NW 7th Ave	County	Department	24	Blue Buffer (4 Count)
16	SR-838/Sunrise Blvd	NW 7th Ave	NW 1st Ave	Department	County	24	Blue Buffer
17	SR-838/Sunrise Blvd	NW 1st Ave	Andrews Ave	County	Department	12	Blue Buffer (4 Count)
18	SR-838/Sunrise Blvd	Andrews Ave	US-1/Federal Hwy (Sears)	Department	County	24	Orange Buffer
19	SR-838/Sunrise Blvd	NE 10th Ave	US-1/Federal Hwy (Gateway)	County	Department	24	Blue Buffer (4 Count)
20	SR-817/University Dr	SR-842/Broward Blvd	SR-816/Oakland Park Blvd	Department	County	96	Orange Buffer
21	SR-817/University Dr	SR-858/Miramar Pkwy	SR-842/Broward Blvd	Department	County	2 x 96	1 x 96 FOC SM
22	SR-816/Oakland Park Blvd	SR-817/University Dr	Rock Island Rd	County	Department	12	Blue Buffer (4 Count)
23	SR-816/Oakland Park Blvd	Rock Island Rd	SR-7/US-441	Department	County	36	Orange and Green Buffers
24	SR-816/Oakland Park Blvd	SR-7/US-441	NW 31st Ave	County	Department	24	Blue Buffer (4 Count)
25	SR-816/Oakland Park Blvd	NW 31st Ave	NW 18th Ave	County	Department	12	Blue Buffer (4 Count)
26	SR-816/Oakland Park Blvd	I-95 SB Off Ramp	I-95 NB On Ramp	County	Department	12	Orange Buffer (4 Count)
27	SR-816/Oakland Park Blvd	I-95 NB On Ramp	SR-845/NW 9th Ave	Department	County	36	Blue Buffer
28	SR-816/Oakland Park Blvd	SR-845/NW 9th Ave	US-1/Federal Hwy	County	Department	12	Blue Buffer (6 Count)
29	SR-7/US-441	SR-870/Commercial Blvd	PBC County Line	County	Department	96	Black Buffer (12 Count)