

## **LOCALLY FUNDED AGREEMENT**

This Agreement made by and entered into on this 24th day of October, 2023, between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, whose address for purposes of this Agreement is 11201 North McKinley Drive, Tampa, Florida, 33612-6403, ("the DEPARTMENT"), and PINELLAS COUNTY, whose address for purposes of this Agreement is 22211 US Highway 19 North, Clearwater, Florida 33765, ("the COUNTY"); and

### **WITNESSETH**

WHEREAS, the DEPARTMENT is authorized to enter into agreements with governmental entities in accordance with Chapter 334.044, Florida Statutes; and

WHEREAS, the DEPARTMENT agrees to design and construct the Ridgemoor Blvd and Brooker Creek at Brooker Creek Bridge #154153 project as described in the DEPARTMENT's Five-Year Adopted Work Program as Financial Project Number (FPN) 445437 1 32/52/62 01/02 ("the PROJECT"); and

WHEREAS, the DEPARTMENT and the COUNTY have determined that it would be in the best interest of the general public and to the economic advantage of both parties to coordinate and cooperate in their efforts to facilitate development of the PROJECT; and

WHEREAS, in order to complete the PROJECT, the COUNTY is prepared to provide financial assistance as provided in Exhibit "A."; and

WHEREAS, the COUNTY agrees to deposit funds with the Department of Financial Services in the amount of \$2,966,339.00 (two million nine hundred sixty-six thousand three hundred thirty-nine dollars and zero cents) for the PROJECT.

## **SECTION 1 OBLIGATIONS OF THE DEPARTMENT**

- 1.1 The DEPARTMENT shall be responsible for providing design and post-design services, advertising and letting the construction contract, and managing construction engineering and inspection services.
- 1.2 The DEPARTMENT shall keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures, and other items incidental to the cost of the PROJECT.
- 1.3 Exhibit "B" attached hereto further delineates project responsibilities.

## **SECTION 2 OBLIGATIONS OF THE COUNTY**

- 2.1 The COUNTY shall provide the funds needed to implement the PROJECT in accordance with the provisions hereunder in Section 3, Financial Provisions.
- 2.2 Exhibit "B" attached hereto further delineates project responsibilities.

## **SECTION 3 FINANCIAL PROVISIONS**

- 3.1 The PARTIES recognize and accept the funding restrictions set forth in Section 339.135 (6)(a), and Section 129.07, Florida Statutes, which may affect each of the parties' obligations. Those provisions are as follows:
  - (a) 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. Section 339.135 (6)(a), Florida Statutes.
  - (b) It is unlawful for the board of county commissioners to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06, Florida Statutes and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the member of the board of county commissioners voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted for." Section 129.07, Florida Statutes.
  - (c) The PARTIES agree that in the event funds are not appropriated to the DEPARTMENT or the COUNTY for the PROJECT, this Agreement may be

terminated, which shall be effective upon either party giving notice to the other to that effect.

- 3.2 The COUNTY shall furnish the DEPARTMENT with a deposit in the amount of \$253,825.00 (two hundred fifty-three thousand eight hundred twenty-five dollars and zero cents) by 12/01/2023, and a deposit of \$2,712,514.00 (two million seven hundred twelve thousand five hundred fourteen dollars and zero cents) by 03/07/2025 for a total of \$2,966,339.00 (two million nine hundred sixty-six thousand three hundred thirty-nine dollars and zero cents) as full payment of the estimated project cost for locally funded project numbers 445437 1 32/52/62 01/02. The DEPARTMENT may utilize this deposit for payment of the costs of the PROJECT.
- 3.3 If the negotiated consultant fee amount or the accepted bid amount plus allowances is in excess of the advance deposit amount the COUNTY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT so that the total deposit is equal to the negotiated consultant fee amount or to the bid amount plus allowances. The DEPARTMENT will notify the COUNTY as soon as it becomes apparent the funding amount required is in excess of the initial deposit amount. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation on final accounting as provided herein below. If the COUNTY cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager, indicating when the deposit will be made. The COUNTY understands the request and approval of the additional time could delay the PROJECT, and additional cost may be incurred due to a delay of the PROJECT.
- 3.4 If the actual cost of the PROJECT is less than the funds provided, the excess will be refunded to the COUNTY, if requested in writing.
- 3.5 Should project modifications or changes to bid items occur that increase the COUNTY's share of total PROJECT costs, the COUNTY will be notified by the DEPARTMENT accordingly. The COUNTY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the PROJECT. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual cost will overrun the award amount. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation during the PROJECT and on final accounting as provided herein below. Funds due from the COUNTY during the PROJECT not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes (F.S.).
- 3.6 The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the

Contractor, not when the construction work is complete. All PROJECT cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the PROJECT. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of the total PROJECT costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY within sixty (60) days of final accounting. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.

- 3.7 In the event the final accounting of total PROJECT cost is greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to Section 55.03, F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid.
- 3.8 The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached Three Party Escrow Agreement (EA) between the COUNTY, DEPARTMENT and the State of Florida Department of Financial Services, Division of Treasury.

3.9 E-VERIFY

The DEPARTMENT:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the DEPARTMENT during the term of the contract; and
2. Shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

#### **SECTION 4 COMMENCEMENT AND TERMINATION OF AGREEMENT**

- 4.1 This Agreement shall take effect upon being executed by the parties and shall be terminated upon the mutual consent of the parties.

#### **SECTION 5 MISCELLANEOUS PROVISIONS**

- 5.1 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.
- 5.2 Any notice or other document which either party is required to give or deliver to the other shall be given in writing and served either personally or mailed to:

**TO DEPARTMENT:**

Ms. Marcia Haines  
FDOT  
11201 N. McKinley Drive, M.S. 7-350  
Tampa, Florida 33612-6456

**TO COUNTY:**

Jeffrey Arnold  
Pinellas County  
22211 US Highway 19 North  
Clearwater, Florida 33756

- 5.3 If any word, clause, sentence, or paragraph of the Agreement is held invalid, the remainder of the Agreement would continue to conform to the intent of this Agreement.
- 5.4 This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- 5.5 Nothing herein shall be construed to create any third-party beneficiary rights in any person not a party to this Agreement.


#### **SECTION 6 ENTIRE AGREEMENT**

This document embodies the whole Agreement of the parties. There are no promises, terms, conditions, or allegations other than those contained herein and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal between the parties hereto. This Agreement may be modified only in writing executed by all parties. This Agreement shall be binding upon the parties, their successors, assigns and legal representative.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates written below.

**PINELLAS COUNTY**

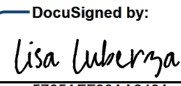
ATTEST:

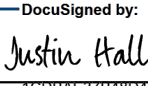
BY:   
KEN BURKE, CPA  
CLERK AND COMPTROLLER

BY:   
JANET C. LONG, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS



**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**


ATTEST:   
5765AEF3DAA248A...  
EXECUTIVE SECRETARY

BY:   
JUSTIN HALL  
DIRECTOR OF TRANSPORTATION  
DEVELOPMENT, DISTRICT SEVEN

10/24/2023 | 10:03 AM EDT

DATE

  
669A00D96866432...  
FDOT LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

**APPROVED AS TO FORM**  
By:   
Office of the County Attorney

**EXHIBIT "A"**  
**PROJECT BUDGET**

This exhibit forms an integral part of that certain Locally Funded Agreement between the State of Florida, Department of Transportation and Pinellas County, dated October 24, 2023.

I. TOTAL ESTIMATED COST .....\$ 6,716,339.00

II. PROJECT PARTICIPATION

State Funds .....\$ 0.00

Federal .....\$ 3,750,000.00

Local Funds .....\$ 2,966,339.00

III. County deposits for the PROJECT are due by as indicated below:

Deposit Due by:	Amount
December 1, 2023	\$253,825.00
March 7, 2025	\$2,712,514.00

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Total County Funding \$2,966,339.00

PROJECT funds are subject to legislative appropriation of available funds.

**EXHIBIT “B”  
PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Locally Funded Agreement between the State of Florida, Department of Transportation and Pinellas County, dated, October 24, 2023.

**PROJECT LOCATION:** Ridgemoor Blvd and Brooker Creek at Brooker Creek Bridge #154153

**PROJECT DESCRIPTION:** The project consists of the design, construction and CEI of a new 135 ft. bridge to replace the existing 120 ft. flat slab bridge #154153, an off-system bridge on Ridgemoor Blvd. at Brooker Creek in Pinellas County.

**SPECIAL CONSIDERATIONS BY DEPARTMENT AND COUNTY:**

The Project shall be constructed in accordance with the latest edition of the Departments' Standard Specifications for Road and Bridge construction.

The COUNTY will be responsible for any costs over and above the funding stated in Exhibit A.

The COUNTY shall provide any County specific permits or approval as needed to meet the design and construction schedules.

The COUNTY shall ensure utilities inspections and support is provided in a manner so as not to delay the bridge project.

The COUNTY shall grant the DEPARTMENT permission to construct the PROJECT which is located within COUNTY owned right of way.

The COUNTY shall furnish the DEPARTMENT with a deposit in the amount of \$253,825.00 (two hundred fifty-three thousand eight hundred twenty-five dollars and zero cents) by 12/01/2023, and a deposit of \$2,712,514.00 (two million seven hundred twelve thousand five hundred fourteen dollars and zero cents) by 03/07/2025, into an escrow account established by the DEPARTMENT to be used for the PROJECT.

All other provisions for the compliance of this Agreement shall remain in full force in accordance with State of Florida and Federal Laws.