

FM No: 435808-1-32-02  
FEID No: VF-596-000-531

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and Broward County located at 1 North University Drive, Plantation, Florida 33324, hereinafter called the COUNTY.

**WITNESSETH**

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the COUNTY provide additional financial assistance to the DEPARTMENT for the continued development (design) of a full set of signed and sealed roadway construction plans for the DEPARTMENT's complete streets redesign along Cypress Creek Road from Powerline Road to NE 9<sup>th</sup> Avenue in Broward County. (Financial Management (FM) Number 435808-1-32-02, Funded in Fiscal Year 2020/2021); and

WHEREAS, the COUNTY's additional financial assistance to the DEPARTMENT provides for additional work related to the engineering redesign services for a typical section modification as part of the DEPARTMENT's complete streets/shared path redesign work, defined along Cypress Creek Road from Powerline Road to NE 9<sup>th</sup> Avenue (Financial Management (FM) Number 435808-1-32-02, Funded in Fiscal Year 2020/2021) as set forth in Exhibit A attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the COUNTY and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the COUNTY by Action Item \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, a copy of which is attached hereto and made a part hereof, authorizes the Mayor, Vice-Mayor, or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The COUNTY agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.

4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the COUNTY input in its decisions.
5. The COUNTY's share of the Project is an estimated amount of NINETY EIGHT THOUSAND TWO HUNDRED FIFTY SEVEN DOLLARS AND NO CENTS (\$98,257.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the funds provided, the difference will be refunded to the COUNTY. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the COUNTY, then such sum shall be the sole responsibility of the COUNTY and shall be paid to the DEPARTMENT.
  - (A) The COUNTY agrees that it will, within thirty days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of NINETY EIGHT THOUSAND TWO HUNDRED FIFTY SEVEN DOLLARS AND NO CENTS (\$98,257.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Number 435808-1-32-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 435808-1-32-02.

Payment shall be mailed to:  
Florida Department of Transportation  
Program Management Unit - Attention: Leos A. Kennedy, Jr.  
3400 W. Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421

In lieu of mailing payment to the DEPARTMENT, the COUNTY may also submit the payment for the Project via wire transfer. Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.  
Account # 4834783896  
ABA # 121000248  
Chief Financial Officer of Florida  
Re: DOT – K 11-78, Financial project # 435808-1-32-02.

In order for the DEPARTMENT to receive credit for the funds due to the DEPARTMENT, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Kenneth Ward at 850-414-4886. In addition to calling Mr. Ward, please send an email notification to Leos Kennedy at [leos.kennedy@dot.state.fl.us](mailto:leos.kennedy@dot.state.fl.us) stating the day and time the wire transfer was sent.

- (B) If the Project costs are in excess of the advance deposit amount, the COUNTY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the COUNTY as soon as it becomes apparent that Project costs are in excess of the advanced 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. If the COUNTY cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The COUNTY understands the request and approval of the additional time could delay the Project, and additional costs at the COUNTY's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program.
- (C) Should Project modifications occur that increase the COUNTY's payment for the Project costs, the COUNTY will be notified by the DEPARTMENT. 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 the cost of the Project. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will exceed the 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. 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, F.S. In the event the COUNTY fails to make the additional payment within the time hereinabove set forth, in addition to any other remedy, the DEPARTMENT reserves the right to terminate this Agreement.
- (D) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Consultant. The DEPARTMENT considers the Project complete when the final payment has been made to the Consultant, not when the design 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 total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, the excess funding will be refunded to the COUNTY. If the final accounting is not performed within three hundred sixty (360) days, the COUNTY is not relieved from its obligation to pay.

- (E) In the event the final accounting of total Project costs indicate that the Project costs are 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.
6. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
  7. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
  8. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until the Project (FM# 435808-1-32-02) is completed as evidenced by the written acceptance of the DEPARTMENT.
  9. The COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees of the COUNTY, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the COUNTY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
  10. The COUNTY / Vendor/ Contractor:
    - (A) 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 COUNTY / Vendor/ Contractor during the term of the contract; and
    - (B) shall expressly require any 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 subcontractor during the contract term.
  11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
  12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon

any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309-3421  
Attn: Leos A. Kennedy, Jr.  
With a copy to: Kenzot Jasmin  
A second copy to: Office of the General Counsel

If to the COUNTY:

Broward County  
1 North University Drive, Box B300, Suite#3200B  
Plantation, Florida 33426  
Attn: Director, Highway Construction and Engineering Division  
With a copy to: County Attorney

*The remainder of this page left intentionally blank*

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Mayor or Vice Mayor, authorized to enter into and execute same by action of the Board on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the DEPARTMENT has executed this Agreement through its Director of Transportation Development for District \_\_\_\_\_, Florida Department of Transportation, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BROWARD COUNTY, FLORIDA**

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

\_\_\_\_\_  
MAYOR  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by:  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite # 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone (954) 357-7600  
Telecopier (954) 357-7641

BY **Gavin Rynard** Digitally signed by  
Gavin Rynard  
Date: 2021.05.06  
13:51:36 -04'00'  
\_\_\_\_\_  
Gavin Rynard (date)  
Assistant County Attorney

**Angela Wallace** Digitally signed by  
Angela Wallace  
Date: 2021.05.06  
13:51:53 -04'00'  
\_\_\_\_\_  
Angela J. Wallace (date)  
Transportation Surtax General Counsel

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST: \_\_\_\_\_(SEAL)  
EXECUTIVE SECRETARY

BY: \_\_\_\_\_  
DIRECTOR OF TRANSPORTATION  
DEVELOPMENT

NAME: \_\_\_\_\_

DISTRICT \_\_\_\_\_

LEGAL REVIEW:

\_\_\_\_\_  
OFFICE OF THE GENERAL COUNSEL

BY: \_\_\_\_\_  
DISTRICT PROGRAM MGMT. ADMINISTRATOR

**EXHIBIT “A”  
SCOPE OF SERVICES  
FM# 435808-1-32-02**

This scope of services is for engineering design services to analyze and implement a modified typical section on Cypress Creek Road from Powerline Road to NE 9<sup>th</sup> Ave. The typical section modification will eliminate the on-street bike lanes and instead provide a shared use path in both directions along Cypress Creek Road. The analysis includes development of alternatives to avoid impacts to existing features; evaluation of existing cross slope and shift break points to match the proposed lane lines; and evaluation of alternatives which include modifying median curb, outside curb, or partial cross slope correction.

**CATEGORY 3. PROJECT GENERAL TASKS**

- 3.4: Provide Contract Maintenance and upload agreement in the Enterprise Document Management System (“EDMS”).
- 3.6: Prime Consultant project manager meetings – Four additional project Manager meetings with the City of Fort Lauderdale and Broward County. One additional typical section review meeting with the Department.

**CATEGORY 4. ROADWAY ANALYSIS-**

- 4.1: Typical Section Package – Analysis of 4 additional alternative typical section alternatives include impacts to existing features. Development of exhibits to illustrate concepts.
- 4.4: Cross Slope Correction – The modification in lane widths create the need to evaluate existing cross slopes and shift break points to match the proposed lane lines. Include analysis of existing cross slope, cross slope correction and evaluation of alternatives which include modifying median, curb, outside curb, or partial cross slope correction.
- 4.14: Design Variations and Exceptions – Development of two additional design variations for shared use path horizontal clearance and shared use path width.
- 4.17: Cost Estimate - Development of cost comparison between the proposed typical section and the original concept typical section.
- 4.22: Technical Meetings - Four additional project Manager meetings with the City of Fort Lauderdale and Broward County. One additional typical section review meeting with FDOT.
- 4.23: Quality Assurance/Quality Control
- 4.25: Supervision
- 4.26: Coordination