

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, Suite # 3000B, Plantation, Florida 34982, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, the COUNTY is providing the DEPARTMENT with financial assistance in connection with the DEPARTMENT’s Project Development and Environmental (PD&E) Study of SR-9/I-95 from the Miami-Dade/Broward County Line to north of Griffin Road in Broward County, Florida (Financial Management (FM) No(s). 439170-1-22-01. Funded in Fiscal Year 2021/2022); and

WHEREAS, the COUNTY’s additional financial assistance to the Department provides for work related to intersection improvements located at SR-9/I-95 interchange at Griffin Road and at the interchange at Griffin Road and Old Griffin Road (Financial Management (FM) Number 439170-1-22-01, Funded in Fiscal Year 2021/2022) as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the Project is 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;

WHEREAS, the COUNTY by Action on _____, 20_____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials 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 cost to the DEPARTMENT.
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’s input in its decisions.
5. The total cost for the DEPARTMENT’S PD&E Study is estimated to be FOUR HUNDRED NINETY THOUSAND DOLLARS AND NO CENTS (\$490,000.00). The COUNTY’s share for the

Project is estimated to be TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS AND NO CENTS (\$235,000.00), which sum shall be paid to the DEPARTMENT. The COUNTY's payment is non-refundable. In the event the actual cost of the Project is less than the COUNTY's payment, the difference shall be retained by the DEPARTMENT to cover costs associated with the DEPARTMENT's PD&E Study. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the COUNTY, then any additional cost shall be the sole responsibility of the DEPARTMENT.

- A. The COUNTY agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount of TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS AND NO CENTS (\$235,000.00) 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 No. 439170-1-22-01. The DEPARTMENT shall utilize this amount towards costs of Project No. 439170-1-22-01.

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 # 439170-1-22-01.

In order for FDOT 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 stating the day and time the wire transfer was sent.

6. If the COUNTY elects to send an actual physical check as evidence of payment of funds under this Agreement, once they are received by the DEPARTMENT from the COUNTY, will be sent directly to the DEPARTMENT's Central Office for deposit.
7. 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.
8. 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.
9. 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# 439170-1-22-01) is completed as evidenced by the written acceptance of the DEPARTMENT.
10. 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.
11. 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.
12. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
13. 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.

14. 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: Alexander Estrada, P.E.
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: Richard Tornese, P.E.,
Director, Highway Construction and Engineering Division
With a copy to: County Attorney

This page is intentionally left blank.

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution Number _____, hereto attached.

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

**Angela
Wallace** Digitally signed by
Angela Wallace
Date: 2021.05.06
13:44:50 -04'00'

Angela J. Wallace (date)
Transportation Surtax General Counsel

**Gavin
Rynard** Digitally signed
by Gavin Rynard
Date: 2021.05.06
13:44:27 -04'00'

BY _____
Gavin Rynard (date)
Assistant County Attorney

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# 439170-1-22-01

The activities to be performed by the DEPARTMENT on behalf of the COUNTY during the Project Development and Environmental Study of SR-9/I-95 from the Miami-Dade/Broward County Line to north of Griffin Road shall include, but not limited to the following:

1. Develop preliminary engineering concept plans for roadway improvements for SR-9/I-95 interchange at Griffin Road and intersection of Griffin Road and Old Griffin Road.
2. The DEPARTMENT'S CONSULTANT will analyze and assess the Project's impact on the social, economic, cultural, natural, and physical environment, in order to develop the Location and Design Concept of the Project in accordance with DEPARTMENT policy, procedures, and requirements.
3. The DEPARTMENT'S CONSULTANT shall review and become familiar with Project documents and materials that have been prepared prior to the PD&E phase. The DEPARTMENT'S CONSULTANT will review the Efficient Transportation Decision Making Process (ETDM) Programming Screen Summary Report, including comments received from the Environmental Technical Advisory Team (ETAT), Lead Agency, and / or any responses from the District pertaining to this Project. The DEPARTMENT'S CONSULTANT shall also review concepts and reports (e.g., typical sections, alignments, planning reports) developed from prior planning studies. The DEPARTMENT'S CONSULTANT shall use resource agencies' comments to assess the level of effort for work activities required to adequately address potential resources of concern to this Project.