

LOCALLY FUNDED AGREEMENT

This Agreement made by and entered into on this _____ day of _____, 2024, by and 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 City of Clearwater, whose address for purposes of this Agreement is 100 South Myrtle Avenue, Clearwater, Florida, 33756 ("the CITY"); 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 construct the architectural aesthetic treatments of the SR 60 (Courtney Campbell) Pedestrian Overpass from Courtney Campbell Trail to Bayshore Trail project as described in the DEPARTMENT's Five-Year Adopted Work Program as Financial Project Number (FPN) 437498 1 52 02 ("the PROJECT"); and

WHEREAS, the DEPARTMENT and the CITY 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 CITY is prepared to provide financial assistance as provided in Exhibit "A."; and

WHEREAS, the CITY agrees to deposit funds with the Department of Financial Services in the amount of \$750,000.00 (*Seven hundred and fifty thousand dollars and zero cents*) for the PROJECT.

SECTION 1 OBLIGATIONS OF THE DEPARTMENT

- 1.1 The DEPARTMENT shall be responsible for performing the construction activities of the PROJECT as described in Exhibit B, attached hereto and by reference made a part of this Agreement.
- 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 DEPARTMENT PROJECT responsibilities.

SECTION 2 OBLIGATIONS OF THE CITY

- 2.1 The CITY will provide \$750,000.00 (*Seven hundred and fifty thousand dollars and zero cents*) for the construction of the PROJECT in accordance with the provisions hereunder in Section 3, Financial Provisions.
- 2.2 Exhibit "B" attached hereto further delineates CITY 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 166.241, 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) "The governing body of each municipality shall adopt a budget each year. The budget must be adopted by ordinance unless otherwise specified in the respective municipality's charter. The amount available from taxation and other sources, including amounts carried over from prior fiscal years, must equal the total appropriations for expenditures and reserves. The budget must regulate expenditures of the municipality, and it is unlawful for any officer of a municipal government to expend or contract for expenditures in any fiscal year except in pursuance of the budgeted appropriations." Section 166.241, Florida Statutes.
 - (c) The PARTIES agree that in the event funds are not appropriated to the DEPARTMENT or the CITY 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 CITY shall furnish the DEPARTMENT with a deposit in the amount of \$750,000.00 (*Seven hundred and fifty thousand dollars and zero cents*) by May 1, 2024, for full payment of the estimated project cost for Locally Funded project number 437498 1 52 02. The DEPARTMENT may utilize this deposit for payment of the costs of the PROJECT.
- 3.3 If the actual cost of the PROJECT is less than the funds provided, the excess will be applied to other phases on the PROJECT.
- 3.4 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 contractors or 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 a 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
1201 N. McKinley Drive, M.S. 7-350
Tampa, Florida 33612-6456

TO CITY:

Mr. Art Kader
City of Clearwater
100 S. Myrtle Ave, Room 220
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.

CITY OF CLEARWATER

BRIAN J AUNGST SR.
MAYOR

BY: _____
JENNIFER POIRRIER
CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

OWEN KOHLER
LEAD ASSISTANT CITY ATTORNEY

_____(SEAL)
ROSEMARIE CALL
CITY CLERK

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

ATTEST _____
EXECUTIVE SECRETARY

BY: _____
JUSTIN HALL
DIRECTOR OF TRANSPORTATION
DEVELOPMENT, DISTRICT SEVEN

DATE

FDOT LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

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 City of Clearwater, dated _____, 2024.

I. TOTAL ESTIMATED COST..... \$750,000.00

II. PROJECT PARTICIPATION

State Funds.....\$ 0.00

Federal.....\$ 0.00

Local Funds.....\$750,000.00

III. 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 the City of Clearwater, dated _____, 2024.

PROJECT LOCATION: SR 60 (COURTNEY CAMPBELL) PEDESTRIAN OVERPASS FROM COURTNEY CAMPBELL TRAIL TO BAYSHORE TRAIL

PROJECT DESCRIPTION: The project consists of the construction of the architectural aesthetic treatments included in the pedestrian/bicyclist overpass on the east side of the intersection of SR 60 (Gulf to Bay) and Bayshore Blvd.

SPECIAL CONSIDERATIONS BY DEPARTMENT AND CITY:

The CITY will provide \$750,000.00 (*Seven hundred and fifty thousand dollars and zero cents*) for the construction of the PROJECT in accordance with the provisions hereunder in Section 3, Financial Provisions.

The DEPARTMENT is responsible for performing the construction and construction engineering and inspection activities of the PROJECT.

The DEPARTMENT shall hire a qualified contractor to perform the PROJECT construction.

The DEPARTMENT shall invite the CITY to participate in project meetings and provide periodic updates/status reports as requested.

Upon completion of the PROJECT, the CITY's maintenance obligations for the bridge in general including cleaning, painting, repair/replacement of architectural elements, plus; the DEPARTMENT'S maintenance obligations for the structural aspect are set forth in a separate Maintenance Memorandum of Agreement to be executed 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.