

## **LOCALLY FUNDED AGREEMENT**

This Agreement made by and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 will be responsible for the design of four regional stormwater outfalls on ALT US 19/SR 595 from Mohawk Street to N of Tilden Street/Skinner Boulevard as described in the DEPARTMENT's Five-Year Adopted Work Program as Financial Project Number (FPN) 437623 1 32 02 ("the PROJECT") and as depicted in Exhibit C; 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 \$65,000.00 (*Sixty-five Thousand Dollars*) for the PROJECT.

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

- 1.1 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.

### **SECTION 2 OBLIGATIONS OF THE CITY**

- 2.1 The CITY shall provide the funds needed to design the Project in accordance with the provisions hereunder in Section 3, Financial Provisions.

### **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 fiscal year. The budget must be adopted by ordinance or resolution unless otherwise specified in the respective municipality's charter. The amount available from taxation and other sources, including balances brought forward from prior fiscal years, must equal the total appropriations for expenditures and reserves. At a minimum, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report under s. [218.32](#)(1). The adopted budget must regulate expenditures of the municipality, and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget." 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 agrees that it will, at least fourteen (14) calendar days prior to the Department issuing the notice to proceed for the design of the additional outfall structures, furnish the DEPARTMENT a deposit in the amount of \$65,000.00 (*Sixty-five Thousand Dollars*) by April 7, 2019 to be used for the estimated project cost for locally funded project number 437623 1 32 02. The DEPARTMENT shall utilize this deposit for the design costs of the PROJECT.

- 3.3 Should project modifications occur that increase the CITY's share of total project costs, the CITY will be notified by the Department accordingly. The CITY 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 CITY as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the Department to so notify the CITY shall not relieve the CITY from its obligation to pay for its full participation. Funds due from the CITY 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.)***.
- 3.4 If the actual cost of the PROJECT is less than the funds provided, the excess will be refunded to the CITY, if requested in writing.
- 3.5 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 CITY, Department and the State of Florida Department of Financial Services, Division of Treasury. If the CITY provides a written request for any excess funds pursuant to Section 3.4, the DEPARTMENT agrees to require its Comptroller or designee to instruct the Escrow Agent to return such excess funds to the CITY.
- 3.6 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 terms of the contract; and
  2. 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 DEPARTMENT 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 earlier of the mutual consent of the parties or as otherwise provided in this Agreement; or three hundred sixty (360) days after final payment has been made to the contractor.

## **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. Tamara Perez  
FDOT  
1201 N. McKinley Drive, M.S. 7-350  
Tampa, Florida 33612-6456

**TO CITY:**

Ms. Phuong Vo  
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 7 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**

\_\_\_\_\_  
GEORGE N. CRETEKOS  
MAYOR

BY: \_\_\_\_\_  
WILLIAM B. HORNE II  
CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
MICHAEL P. FUINO  
ASSISTANT CITY ATTORNEY

\_\_\_\_\_(SEAL)  
ROSEMARIE CALL  
CITY CLERK

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

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

BY: \_\_\_\_\_  
RICHARD MOSS, P.E.  
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 \_\_\_\_\_, 2019.

I. TOTAL ESTIMATED COST..... \$130,000.00

Roadway design & plans (Includes Project Management, Roadway and MOT design)	\$35,000
Drainage design & plans and Environmental Permitting	\$60,000
Structures design & plans	\$10,000
Survey	\$12,000
Subsurface Utility Engineering (SUE)	\$13,000
Total	<b>\$130,000</b>

II. PROJECT PARTICIPATION

State Funds.....\$ 65,000.00

Federal.....\$ 0.00

Local Funds.....\$65,000.00

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 City of Clearwater, dated \_\_\_\_\_, 2019.

**PROJECT LOCATION:** ALT US 19/SR 595 from Mohawk Street to N of Tilden Street/Skinner Boulevard

**PROJECT DESCRIPTION:** The project consists of design of four regional stormwater outfalls. The DEPARTMENT requires two outfalls to improve flooding conditions on ALT US 19 as part of the ALT US 19/SR 595 from Mohawk Street to N of Tilden Street/Skinner Boulevard resurfacing project. The CITY requested two additional outfalls and also requested that all four outfalls be upsized to include offsite drainage from City of Clearwater basin areas. All four outfalls shall have stubouts for CITY’s future connections.

### **SPECIAL CONSIDERATIONS BY DEPARTMENT AND CITY:**

The DEPARTMENT shall be responsible for the design permitting package (plans, drainage calculations/report and permit application) submitted to and approved by all permitting agencies having jurisdiction over the project to clearly identify that these regional outfalls’ capacities are sized for both FDOT ROW basins and entire offsite upstream contributing areas, as delineated in design documents.

During design phase, outfall design documents will be provided to City for review and comments.

The DEPARTMENT shall hire a qualified consultant/contractor to perform the project.

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

The CITY shall furnish the DEPARTMENT with a deposit in the amount of \$65,000.00 (*Sixty-five Thousand Dollars*), by April 7, 2019, to be used for the estimated cost of the project into an account established by the DEPARTMENT for the purposes of the project.

The CITY will provide agreed 50% cost sharing on both design and construction of all four outfalls.

The City will assume full maintenance responsibilities of all four outfall infrastructures outside of FDOT right of way (ROW) limits, after completion of construction.

The CITY will donate, as necessary, temporary construction easements to FDOT at all four outfalls locations.

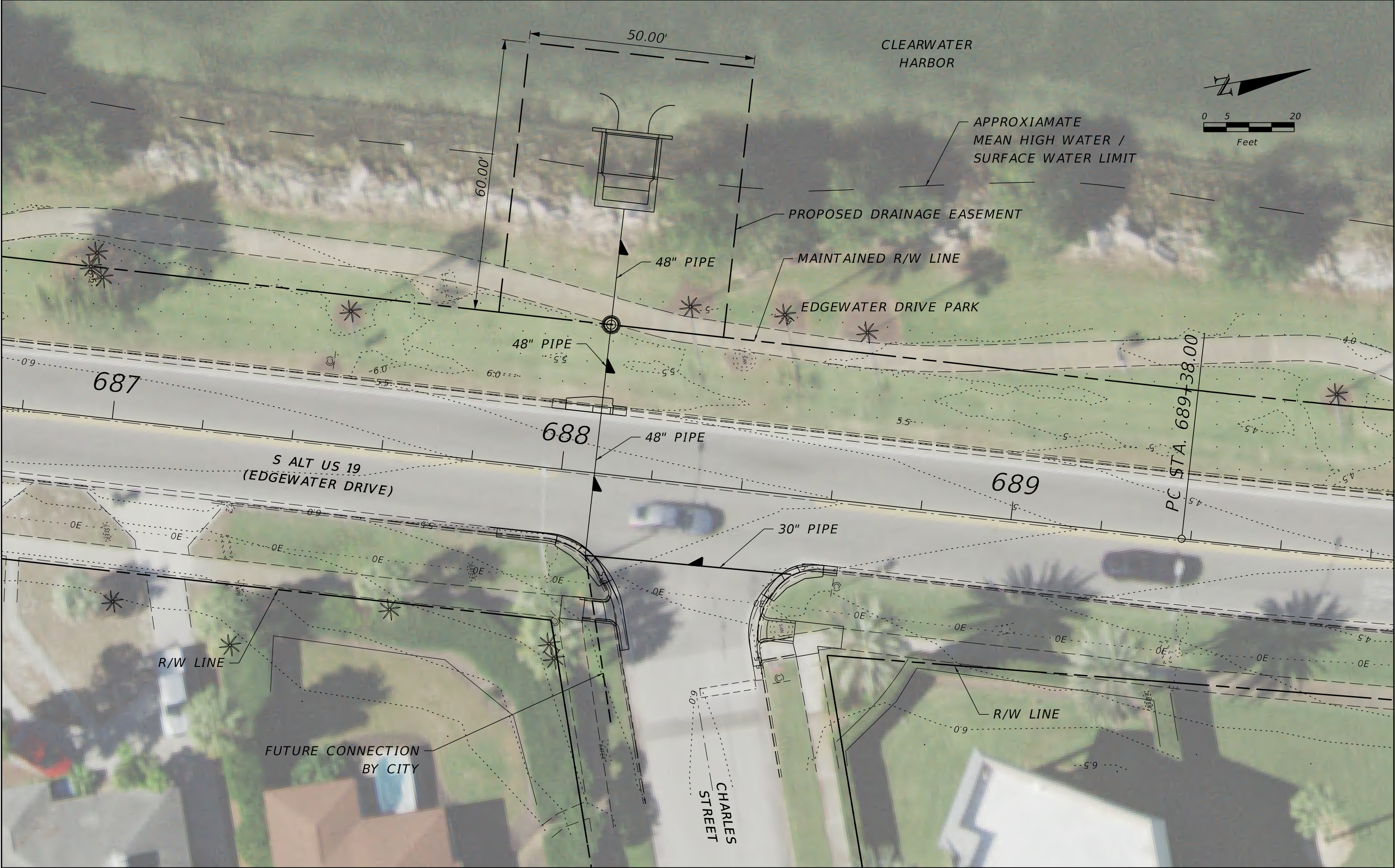
Future permit modifications with SWFWMD and other regulatory agencies for tie-in connection work will need to be conducted by the CITY, referencing original approved permit and approved calculations.

The CITY shall be responsible for any additional costs or claims over the accepted low bid amount.

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

**EXHIBIT “C”**  
**CONCEPTUAL DESIGN PLANS FOR THE OUTFALL STRUCTURES**

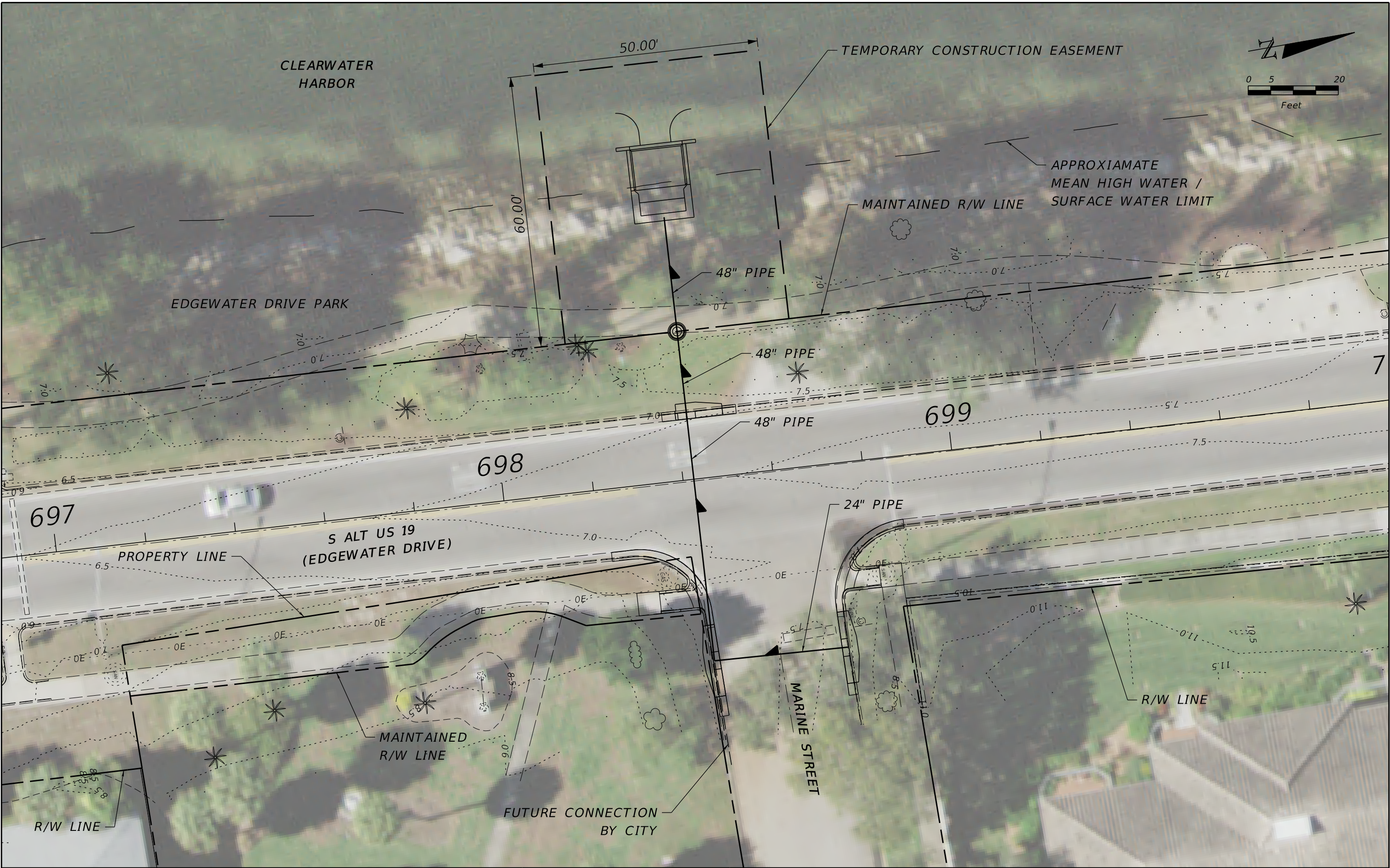




REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	CHARLES STREET OUTFALL EXHIBIT		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
				ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
				SR 595	PINELLAS	437623-1-52-01	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

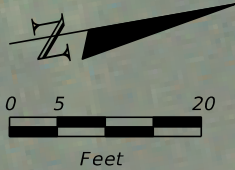
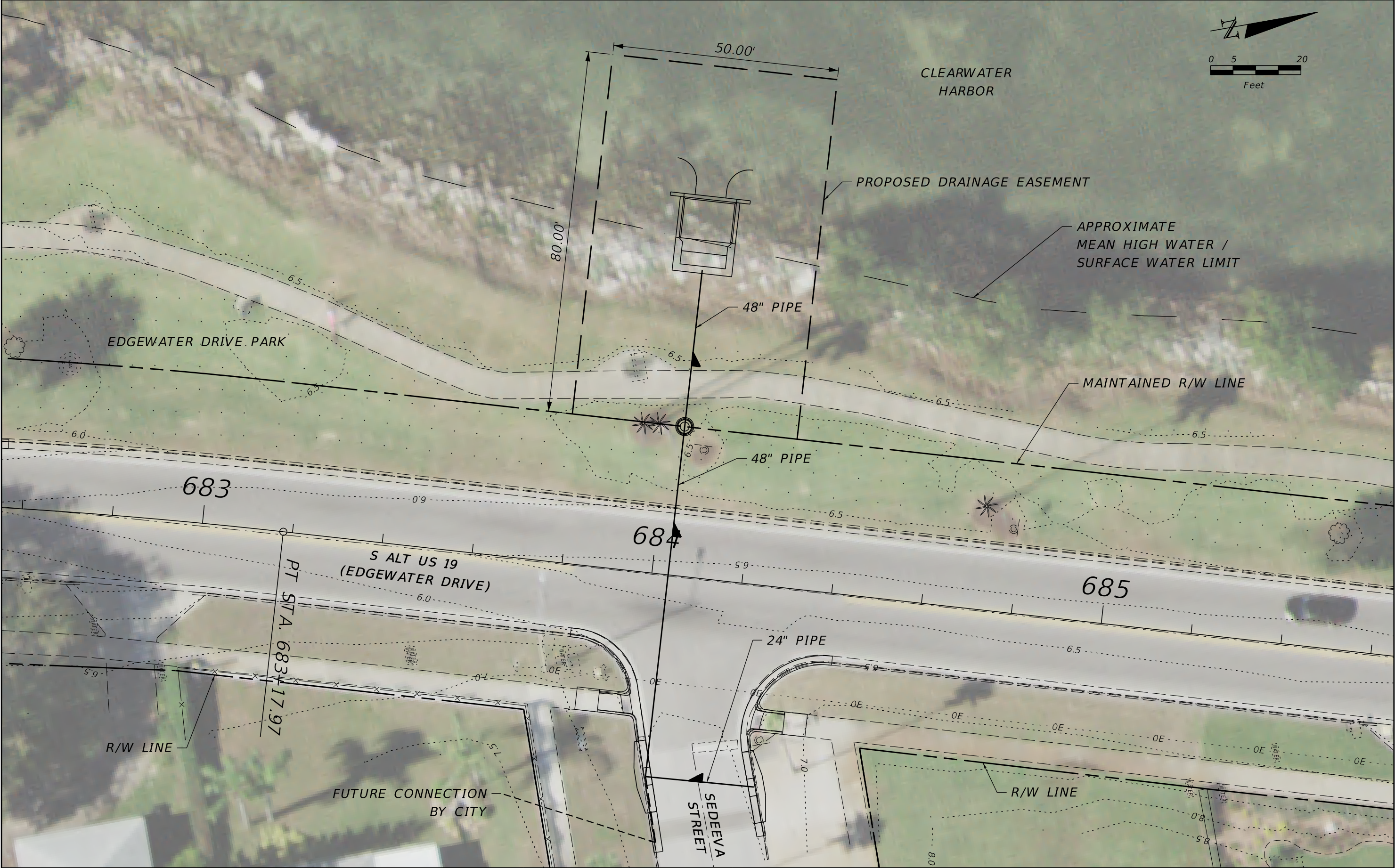




REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			MARINE STREET OUTFALL EXHIBIT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
					ROAD NO. SR 595	COUNTY PINELLAS	FINANCIAL PROJECT ID 437623-1-52-01	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

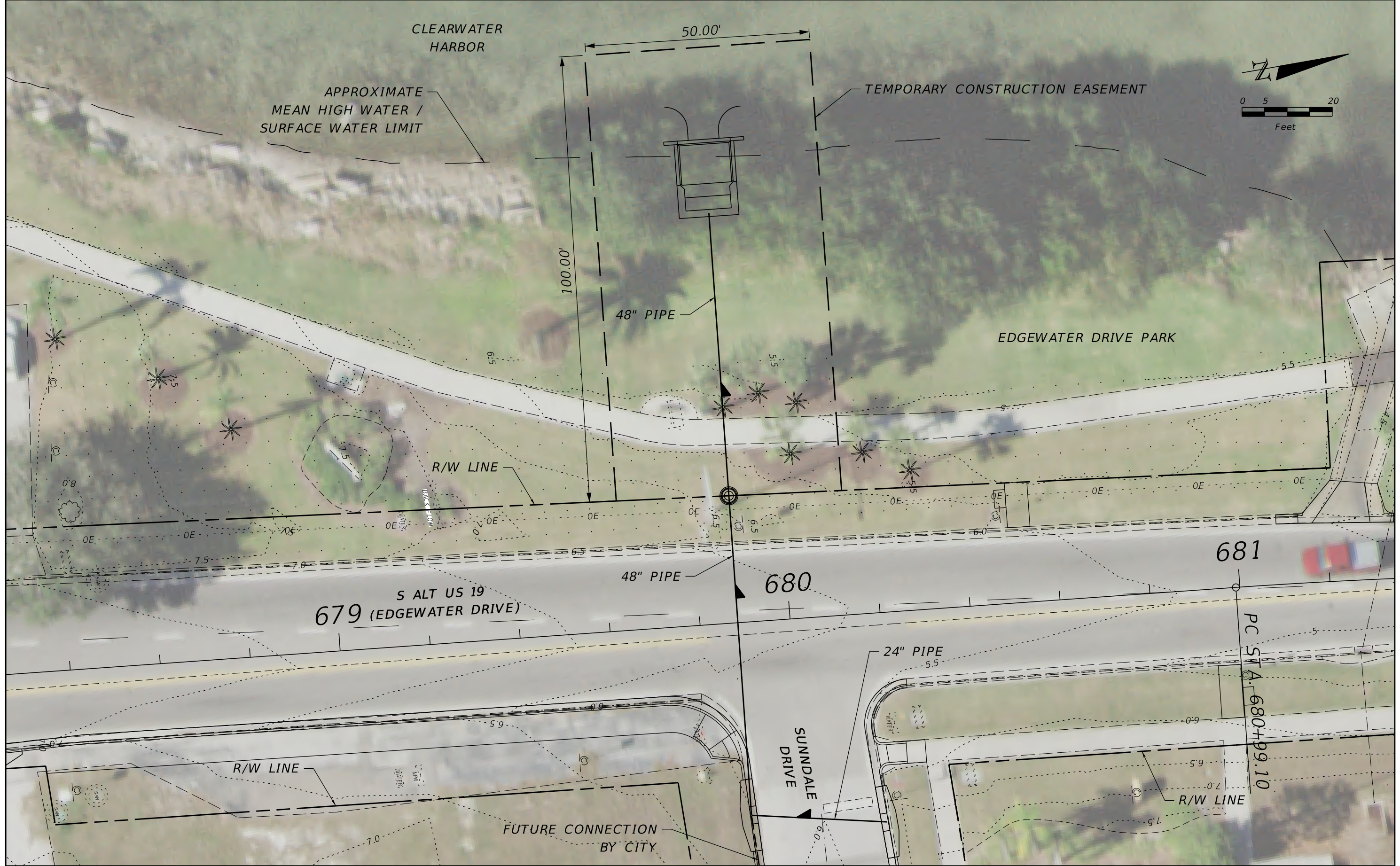




REVISIONS					STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SEDEEVA STREET OUTFALL EXHIBIT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 595	PINELLAS	437623-1-52-01		

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REVISIONS					STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUNNYDALE DRIVE OUTFALL EXHIBIT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 595	PINELLAS	437623-1-52-01		

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