

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 City of Hollywood located at 2600 Hollywood Boulevard, Hollywood, Florida 33020, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT provide additional financial assistance to the DEPARTMENT for the development (design) of a full set of signed and sealed construction plans for the DEPARTMENT's construction of a pump station at SR-A1A from Franklin Street to Desoto Street in Broward County, Florida. (Financial Management (FM) Number 448576-1-32-02, Funded in Fiscal Year 2021/2022) as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to the Project; and

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

WHEREAS, the PARTICIPANT by Resolution No. 2021-_____ dated the _____ day of _____ 20_____, a copy of which is attached hereto and made a part hereof, authorizes the 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 PARTICIPANT 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 PARTICIPANT input in its decisions.

5. The total cost for the Project is estimated to be TWO HUNDRED SIXTY SIX THOUSAND TWO HUNDRED FIFTY SIX DOLLARS AND NO CENTS (\$266,256.00). The PARTICIPANT's share of the Project is an estimated amount of ONE HUNDRED NINETY ONE THOUSAND SEVEN HUNDRED FIVE DOLLARS AND NO CENTS (\$191,705.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the PARTICIPANT's share is less than the funds provided, the difference will be refunded to the PARTICIPANT, within ninety (90) days of the DEPARTMENT's receipt of the PARTICIPANT's written request for said refund. In the event the actual cost of the PARTICIPANT's share, without modifications, results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

- (A) The PARTICIPANT agrees that it will, within thirty days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of ONE HUNDRED NINETY ONE THOUSAND SEVEN HUNDRED FIVE DOLLARS AND NO CENTS (\$191,705.00) 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 448576-1-32-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 448576-1-32-02.

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 PARTICIPANT 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 # 448576-1-32-02.

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, the PARTICIPANT shall contact Mr. Kenneth Ward at 850.414.4886. In addition to calling Mr. Ward, the PARTICIPANT shall send an email notification to Mr. Leos Kennedy at 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 PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the PARTICIPANT 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 PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT 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 PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT'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 PARTICIPANT's payment for the Project costs, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT 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 PARTICIPANT as soon as it becomes apparent the actual costs will exceed the deposit amount. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT 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 PARTICIPANT 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 PARTICIPANT for a period of three (3) years after final close out of the Project. The PARTICIPANT 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 PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT 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 PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT 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 PARTICIPANT 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 PARTICIPANT and the DEPARTMENT until the Project (FM# 448576-1-32-02) is completed as evidenced by the written acceptance of the DEPARTMENT.
9. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, 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 PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
10. The PARTICIPANT / 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 PARTICIPANT / 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: Brad Salisbury, P.E.
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Hollywood
2600 Hollywood Boulevard
Hollywood, Florida 33020
Attn: Vivek Galav, P.E.
Department of Public Utilities
With a copy to: City Attorney

The remainder of this page left intentionally 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 No. _____, hereto attached.

CITY OF HOLLYWOOD

Attest:

By _____
Josh Levy, Mayor

____ day of _____, 20____

Patricia A. Cerny, MMC City Clerk

Approved By: _____
David Keller, Interim
Director of Financial Services

APPROVED AS TO FORM AND LEGALITY
SUFFICIENCY for the use and reliance of the
City of Hollywood, Florida, only.

Douglas R. Gonzales,
City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: STEVEN C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

FDOT LEGAL REVIEW:

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED:

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

EXHIBIT "A"
SCOPE OF SERVICES
FM# 448576-1-32-02

The DEPARTMENT's project consists of Pump Station design services. The purpose of the pump station is to provide additional drainage capacity for SR A1A and the surrounding areas. The pump station will improve drainage in the area but may not address all flooding during intense rainfall events; especially when combined with continued sea level rise and extreme tides.