

LOCALLY FUNDED AGREEMENT

This Agreement made by and entered into on this _____ day of _____, 2011, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, whose address for purposes of this Agreement is 11201 North McKinley Drive, Tampa, Florida, 33612-6456, (hereinafter called the "DEPARTMENT"), and PASCO COUNTY, whose address for purposes of this Agreement is 7530 Little Road, New Port Richey, Florida, 34654-5598 (hereinafter called the COUNTY); 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 design and construct improvements on SR 595 (Alternate US 19) from the Pinellas County Line to SR 55 (US 19) that will consist of resurfacing and widening existing Alternate US 19 to three (3) lanes, constructing sidewalks on each side of the roadway and has agreed to add a southbound to westbound right turn lane from Alternate US 19 to Anclote Boulevard, all of which are described in the DEPARTMENT's Five-Year Adopted Work Program as Financial Project Number (FPN) 403766 1 32/52/62 02 (hereinafter referred to as the "PROJECT"); and

WHEREAS, the DEPARTMENT and the COUNTY 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 COUNTY is prepared to provide financial assistance as provided in Exhibit "A", for design and construction of the southbound to westbound right turn lane from Alternate US 19 to Anclote Boulevard within its corporate limits pursuant to Section 339.12 (1) Florida Statutes; and

WHEREAS, the COUNTY agrees to deposit funds with the DEPARTMENT of Financial Services in the amount of \$57,000.00 (*Fifty-Seven Thousand Dollars*) to design and construct for the PROJECT; and

WHEREAS, the COUNTY by Resolution Number _____ dated the _____ day of _____, 2011, a copy of which is attached hereto and made a part hereof, has authorized its Chairman to enter into this Agreement.

**SECTION 1
OBLIGATIONS OF THE DEPARTMENT**

- 1.1 The DEPARTMENT shall design and construct the PROJECT, which is in its Five-Year Adopted Work Program as FPN 403766 1 32/52/62 02, as described in Exhibit "B" attached hereto and by reference made a part of this Agreement.
- 1.2 The DEPARTMENT shall utilize existing rights-of-way, and any rights-of-way obtained by the COUNTY.
- 1.3 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.
- 1.4 The DEPARTMENT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the DEPARTMENT during the term of the Contract to perform employment duties within Florida and all persons, contractors, including subcontractors, assigned by the DEPARTMENT to perform work pursuant to the contract with the DEPARTMENT.
- 1.5 Exhibit "B" attached hereto and by reference made a part of this Agreement further delineates the DEPARTMENT's responsibility.

**SECTION 2
OBLIGATIONS OF THE COUNTY**

- 2.1 The COUNTY shall provide its portion of the funds needed to design and construct the PROJECT in accordance with the provisions hereunder in Section 3, Financial Provisions.
- 2.2 The COUNTY shall allow the DEPARTMENT to use any existing COUNTY right-of-way or easements for purposes of this PROJECT.
- 2.3 Exhibit "B" attached hereto and by reference made a part of this Agreement further delineates the COUNTY'S responsibilities.

SECTION 3 FINANCIAL PROVISIONS

- 3.1 The parties recognize the funding restrictions set forth in Section 339.135 (6)(a), and Section 129.07, Florida Statutes, which may affect their 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) "It is unlawful for the Board of County Commissioners to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06, Florida Statutes and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the member of the Board of County Commissioners voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted for." Section 129.07, Florida Statutes.
 - (c) The parties agree that in the event funds are not appropriated to the DEPARTMENT or the COUNTY 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 COUNTY agrees that it will, at least fourteen (14) calendar days prior to the DEPARTMENT's advertising the PROJECT for bid (June 30, 2011), furnish the DEPARTMENT an advance deposit in the amount of \$57,000.00 (*Fifty-Seven Thousand Dollars*) for the full payment of the estimated PROJECT cost for Locally Funded project number 403766 1 32/52/62 02. The DEPARTMENT may

utilize this contribution for payment of the costs of the PROJECT.

- 3.3 The advance deposit amount of \$57,000 (*Fifty-Seven Thousand Dollars*), is the maximum amount the COUNTY will provide for the PROJECT. However, if the actual cost of the project is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the COUNTY'S share of the actual project cost if such refund is requested by the COUNTY in writing.
- 3.4 The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

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 and all reimbursements made to the COUNTY.

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 and may include approval by the Pasco County Board of County Commissioners.
- 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:

Mr. Lawrence Taylor
Special Projects/LAP Administrator
11201 North McKinley Drive
MS 7-500
Tampa, Florida 33612-6456

TO COUNTY:

Mr. Bipin Parikh
Assistant County Administrator
West Pasco Government Center
7530 Little Road
Suite 340
New Port Richey, Florida 34654-5598

- 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**

- 6.1 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 representatives.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the County has caused this Agreement to be executed in its behalf this _____ day of _____, 2011, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number of the Board on the _____ day of _____, 2011, and the Department has executed this Agreement through its District Director of Transportation Development for District Seven, Florida Department of Transportation, this _____ day of _____, 2011.

PASCO COUNTY, FLORIDA

ATTEST _____ (SEAL)
CLERK

BY: _____
ANN HILDEBRAND, CHAIRMAN
BOARD OF COUNTY
COMMISSIONERS

DATE

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

ATTEST _____ (SEAL)
EXECUTIVE SECRETARY

BY: _____
BRIAN M. MCKISHNIE, P.E.
INTERIM DIRECTOR OF
TRANSPORTATION DEVELOPMENT
DISTRICT SEVEN

DATE

ATTORNEY
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 Pasco County, dated _____, 2011.

I. TOTAL ESTIMATED COST.....\$1,621,409.00

II. PROJECT PARTICIPATION

State\$0.00

Federal.....\$1,564,409.00

Local Participation

Design.....\$12,000.00

Construction.....\$40,500.00

Contingency.....\$ 4,500.00

Sub-Total.....\$57,000.00

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 Pasco County, dated _____, 2011.

PROJECT LOCATION: Alternate US 19 (SR 595) from Pinellas County Line to US 19 (SR 55).

PROJECT DESCRIPTION: Design, construction and construction engineering inspection (CEI) activities to improve SR 595 (Alternate US 19), from the Pinellas County Line to SR 55 (US 19). Activities will include resurfacing, widening roadway to three lanes, adding sidewalks to both sides of the roadway and a southbound to westbound right turn lane from Alternate US 19 to Anclote Boulevard.

SPECIAL CONSIDERATIONS BY DEPARTMENT AND COUNTY:

The DEPARTMENT shall perform all phases of the PROJECT'S design, construction and construction engineering inspections.

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

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

The DEPARTMENT shall obtain applicable permits prior to start of construction.

The DEPARTMENT shall provide the COUNTY all billing information prior to the DEPARTMENT'S release of final payment to contractors.

Upon substantial completion of the PROJECT, representatives from the DEPARTMENT and the COUNTY will inspect the work. The DEPARTMENT will allow the COUNTY to provide the DEPARTMENT any comments the COUNTY wishes the DEPARTMENT to consider for inclusion with the DEPARTMENT'S checklist for completion.

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