

## 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 Indian River County located at 1801 27<sup>th</sup> Street, Vero Beach, FL 32960 hereinafter called the PARTICIPANT.

### WITNESSETH

WHEREAS, the PARTICIPANT is willing to provide the DEPARTMENT with financial assistance with right of way remediation services for the PARTICIPANT'S acquired parcels for roadway widening along CR-510/ 85<sup>th</sup> Street From West of 82<sup>nd</sup> Avenue To 58<sup>th</sup> Avenue in Indian River County, Florida. (Financial Management (FM) Number 405606-3-43-02 and 405606-3-45-02, Funded in Fiscal Year 2025/2026); and

WHEREAS, for the purpose of this Agreement, the right of way remediation services for the PARTICIPANT'S acquired parcels for the roadway widening along CR-510/ 85<sup>th</sup> Avenue to 58<sup>th</sup> Avenue, as set forth in **Exhibit A**, which is 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 PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the PARTICIPANT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution Item No. \_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a copy of which is attached hereto and made a part hereof, authorizes Director, 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 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 PARTICIPANT'S input in its decisions.

5. The total cost for the Project referenced above is estimated to be FOUR HUNDRED SEVENTY ONE THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$471,600.00). In the event the actual cost of the right of way remediation services results in a decrease in the PARTICIPANT'S payment of FOUR HUNDRED SEVENTY ONE THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$471,600.00) the difference shall be refunded to the PARTICIPANT. In the event the actual cost of the right of way remediation services 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 by the DEPARTMENT.

The funding the DEPARTMENT receives from the PARTICIPANT shall be allocated as follows:

<b>CR-510/ 85TH STREET FROM W OF 82ND AVE TO 58TH AVE FM# 4056063</b>		
<b>Phase 42 (FY 25/26) (R/W Consultant)</b>	<b>Phase 43 (FY 25/26) (R/W Land) (Land Purchase)</b>	<b>Phase 45 (FY 25/26) (R/W Relocation) (Owner &amp; Tenants)</b>
<b>\$180,000.00</b>	<b>\$30,000.00</b>	<b>\$261,600.00</b>
<b>TOTAL AMOUNT DUE FROM PARTICIPANT \$471,600.00</b>		

- A. The PARTICIPANT agrees that it will, within thirty (30) days of execution of this Agreement, remit payment to the DEPARTMENT in the amount of FOUR HUNDRED SEVENTY ONE THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$471,600.00),

If the PARTICIPANT'S payment is not timely 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 Florida Department of Transportation, Payment shall be clearly marked to indicate that it is to be applied to FM No. 405606-3-43-02 and 405606-3-45-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 405606-3-43-02 and 405606-3-45-02.

The PARTICIPANT shall 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

State of Florida Department of Financial Services

Bureau of Collateral Management

Re: DOT – K 11-78, Financial project # 405606-3-43-02/40606-3-45-02

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 Morgan Harris at [Morgan.Harris@dot.state.fl.us](mailto:Morgan.Harris@dot.state.fl.us). In addition to calling Ms. Harris, the PARTICIPANT shall send an email notification to D4-LFA@dot.state.fl.us stating the day and time the wire transfer was sent.

6. 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.
7. 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# 405606-3-43-02 & 405606-3-45-02) is completed as evidenced by the written acceptance of the DEPARTMENT.
8. 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.
9. 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.
10. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
11. 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.

12. 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: Program Management Office  
Helen James, P.E. Program Administration Engineer  
With a copy to: Maria Formoso, P.E.  
A second copy to: Office of the General Counsel  
A third copy to: Christina Brown, Right of Way

If to the PARTICIPANT:

Indian River County  
1801 27<sup>th</sup> Street  
Vero Beach, FL 32960  
Attn: David Schryver, Acting Public Works Director  
Attn: Jennifer Shuler, County Attorney

***This space 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 No. \_\_\_\_\_, hereto attached.

INDAIN RIVER COUNTY

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
JOHN P. KRANE, P.E.  
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

LEGAL REVIEW:

\_\_\_\_\_  
COUNTY CLERK (SEAL)

BY: \_\_\_\_\_  
Francine Steelman  
OFFICE OF THE GENERAL COUNSEL

APPROVED:

APPROVED:

BY: \_\_\_\_\_  
COUNTY ATTORNEY

BY: \_\_\_\_\_  
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**FM# 405606**  
**Remediation of Indian River County Acquired Parcels**

The DEPARTMENT shall perform Right of way remediations services for the properties that were acquired by Indian River County subsequent to the 2001 federalization date of the CR 510 project. This work is to remediate all the County acquired parcels that lie within the right of way limits of the project, bringing them into compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act).

Any property owner who received less than just compensation would need to be located and an offer made to enable payment of the difference between the amount of recommended compensation and the actual purchase price.

Relocation Assistance must be provided to former residents (owners and tenants) of the improved parcels that were acquired. This may include Replacement Housing Payments, Move Cost and Search Expenses.