

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 (IRC) located at 1801 27th Street, Vero Beach, FL 32960 hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT provide financial assistance to the DEPARTMENT for work relating to the disposal cost associated with the use of mast arm painting. The project has been initiated as a result of the road widening at CR 512 and 108th Avenue intersection in Indian River County (Financial Management (FM) Number 449332-1-52-01, Funded in Fiscal Year 2026). The full scope of the improvements is outlined in **Exhibit A** "Scope of Services", which is hereby attached and incorporated into this Agreement and hereinafter referred to the "Project"; and

WHEREAS, the PARTICIPANT has agreed to provide the DEPARTMENT with a Lump Sum financial contribution toward the Project; and

WHEREAS, the Project serves the interest of both parties and the parties agree that it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from 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 estimated cost of the Project is THREE MILLION SIXTY-THREE THOUSAND SEVEN HUNDRED FORTY DOLLARS AND NO CENTS (\$3,063,740.00). The PARTICIPANT'S Lump Sum contribution of FORTY-EIGHT THOUSAND FIVE HUNDRED FORTY DOLLARS AND NO CENTS (\$48,540.00) shall be paid to the DEPARTMENT.

- (A) The PARTICIPANT agrees that it will, within thirty (30) days of the execution of this Agreement, furnish the DEPARTMENT with a wire transfer in the amount of FORTY-EIGHT THOUSAND FIVE HUNDRED FORTY DOLLARS AND NO CENTS (\$48,540.00) for the Project.

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 449332-1-52-01. The DEPARTMENT shall utilize this amount towards costs of Project No. 449332-1-52-01.

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 # 449332-1-52-01

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, please contact Morgan Harris at 850-414-4861. 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.

- (B) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed here under within three hundred sixty (360) days of final payment to the Contractor(s). The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor(s), not when the construction 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.

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# 449332-1-52-01) 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: Loren Hughes, Local Program Coordinator
With a copy to: Smiley Urena, PE, FDOT Project Manager
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

Indian River County
1801 27th Street,
Vero Beach, FL 32960
Attn: Joseph DeFronzo II
With a copy to: Office of the General Counsel

The remainder of the 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.

BOARD OF COUNTY COMMISSIONERS OF
INDIAN RIVER COUNTY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: _____

BY: _____
JOHN P. KRANE, P.E.
DIRECTOR OF TRANSPORTATION

ATTEST:

LEGAL REVIEW:

RYAN BUTLER, CLERK OF COURT

BY: _____
FRANCINE STEELMAN
OFFICE OF THE GENERAL COUNSEL

APPROVED:

APPROVED:

BY: _____
JENNIFER SCHULER, COUNTY ATTORNEY

BY: _____
DISTRICT PROGRAM MGMT. ADMINISTRATOR

Exhibit A
Scope of Services
FM No.: 449332-1-52-01

The objective of this project is to facilitate the painting of mast arms, as two of the four mast arms at the intersection of CR 512 and 108th Avenue are affected by the roadway widening and therefore require replacement.

Local funds received from the Participant will contribute to a portion of the construction costs for the scope of services of the Project described above.

The Scope of Work includes:

- Paint of the proposed mast arm.

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