

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

### WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the COUNTY provide financial  
assistance for improvements in connection with the DEPARTMENT'S construction work along CR-510  
from CR-512 to 87<sup>th</sup> Street in Indian River County, Florida. (Financial Management (FM) Number 405606-  
7-52-01, Funded in Fiscal Year 2024/2025); and

WHEREAS, the COUNTY has requested that the DEPARTMENT perform the following additional work  
(FM Number 405606-7-52-01, Funded in Fiscal Year 2024/2025): Painting of the mast arm assemblies  
and the construction (installation) of a 6-inch fiber-mesh reinforced sidewalk, as set forth in **Exhibit A**  
attached hereto and made a part hereof and hereinafter referred to as the Project; and

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

WHEREAS, the COUNTY by Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_\_, a copy of which is attached hereto and made a part hereof, authorizes the  
proper officials 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 COUNTY 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 total cost for the DEPARTMENT'S construction work and the Project is estimated to be  
SIXTEEN MILLION TWO HUNDRED FIFTY SIX THOUSAND EIGHT HUNDRED FIFTY  
DOLLARS AND NO CENTS (\$16,256,850.00). The COUNTY'S share for the Project is a one-  
time lump sum payment of THREE HUNDRED THIRTY SEVEN THOUSAND EIGHT  
HUNDRED FIFTY SEVEN DOLLARS AND NO CENTS (\$337,857.00), which sum shall be

paid to the DEPARTMENT. The COUNTY'S payment is non-refundable. In the event the actual cost of the Project is less than the COUNTY'S payment, the difference shall be retained by the DEPARTMENT to cover costs associated with the DEPARTMENT'S construction work. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the COUNTY, then any additional cost shall be the sole responsibility of the DEPARTMENT.

- A. The COUNTY agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount of THREE HUNDRED THIRTY SEVEN THOUSAND EIGHT HUNDRED FIFTY SEVEN DOLLARS AND NO CENTS (\$337,857.00), to be used for the estimated Project cost for locally funded project number 405606-7-52-01. The Department may utilize this contribution for payment of the costs of the Project.

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 and not construct the sidewalk and/or paint the mast arms.

Remittance shall be made payable to the Department of Florida Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM No. 405606-7-52-01. The DEPARTMENT shall utilize this amount towards costs of Project No. 405606-7-52-01.

Payment shall be mailed to:  
Florida Department of Transportation  
Office of Comptroller  
General Accounting Office, LFA Section  
605 Suwannee Street, MS 42B  
Tallahassee, Florida 32399

In lieu of mailing payment to the DEPARTMENT, the COUNTY 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  
State of Florida Department of Financial Services  
Bureau of Collateral Management  
Re: DOT – K 11-78, Financial project # 405606-7-52-01.

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, the COUNTY will contact Ms. Jennifer Bennett at 850-414-4861. In addition to calling Ms. Bennett, the COUNTY shall send an email notification to d4-LFA@dot.state.fl.us stating the day and time the wire transfer was sent.

5. Upon completion of the Project, the COUNTY will comply with the provisions set forth in the District Four Highway Maintenance Memorandum of Agreement (HMMOA) which is attached hereto and made a part hereof as **Exhibit B**. The COUNTY shall agree to maintain the Project in accordance with the terms of the **Exhibit B**. The terms of this paragraph shall survive the termination of this Agreement.
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 COUNTY 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 COUNTY and the DEPARTMENT until the Project (FM# 405606-7-52-01) is completed as evidenced by the written acceptance of the DEPARTMENT.
9. The COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees of the COUNTY, 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 COUNTY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
10. The COUNTY / 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 COUNTY/ 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: Mario Formoso, P.E.  
A second copy to: Office of the General Counsel

If to the COUNTY:

Indian River County  
1801 27<sup>th</sup> Street  
Vero Beach, Florida 32960  
Attn: Rich Szpyrka  
Federal Employer ID No.: F-596-000-674

***This is 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.

INDIAN RIVER COUNTY  
BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

BY: \_\_\_\_\_  
STEVEN C. BRAUN, P.E.  
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

LEGAL REVIEW:

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

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

APPROVED:

APPROVED:

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**FM# 405606-7-52-01**

The DEPARTMENT shall construct, on behalf of the COUNTY, the following improvements:

Construction of a 6-inch fiber-mesh reinforced concrete sidewalk and the painting of eight (8) existing steel mast arms assemblies.

**SECTION No.: 88050000**  
**FM No.: 405606-7-52-01**  
**AGENCY: Indian River CO.**  
**C.R. No.: 510**

**DISTRICT FOUR**  
**HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and INDIAN RIVER COUNTY, a political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY collectively referred to as Parties.

**WITNESSETH:**

**WHEREAS**, the AGENCY has jurisdiction over COUNTY ROAD 510 (86<sup>th</sup> Street), as part of the COUNTY roadway system from CR 512 to 87<sup>th</sup> Street; and

**WHEREAS**, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the DEPARTMENT is authorized to undertake projects within the AGENCY's geographical limits and the AGENCY agrees to have this improvement constructed; and

**WHEREAS**, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement with the AGENCY to maintain the project; and

**WHEREAS**, pursuant to such authority, the DEPARTMENT and the AGENCY agrees to have the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 405606-7-52-01, which involves widening CR 510 from two lanes to four lanes; hereinafter referred to as the "Project" as more particularly described in **Exhibit A**; and

**WHEREAS**, the DEPARTMENT may not spend state funds for off-system projects; and

**WHEREAS**, upon acquisition of the necessary right-of-way, if needed, the DEPARTMENT will proceed to construct the Project; and

**WHEREAS**, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the AGENCY by Resolution on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, a copy of which is attached hereto as Exhibit B and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the Parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating.
3. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property. No further permit or agreement from the Agency shall be required to construct this Project.
4. The AGENCY shall continue to maintain the existing roadway and any property owned by the AGENCY until the DEPARTMENT begins construction of the Project. The AGENCY shall continue to be responsible for mowing and litter removal during the duration of the Project.
5. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated 2022, as amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2018, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2022-2023, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2022, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes maintaining but is not limited to, drainage pond, flexible pavement, signing and pavement markings, signalization equipment, sidewalks, intersection pedestrian lighting, drainage structures, handrails, the Indian River County North County Transit Hub (inclusive of fencing, gates, sidewalk, pavement, sodding, signing & marking, curb, and pond), and miscellaneous walls.
  - a. The AGENCY grants to the DEPARTMENT all rights necessary to enter and construct the Project.



- b. The DEPARTMENT shall give the AGENCY seven (7) days' notice before final inspection. The AGENCY will have the opportunity to inspect and identify corrections to the PROJECT within seven (7) days' notice and the DEPARTMENT agrees to undertake those corrections prior to final acceptance so long as the corrections comply with the Final Proposed Construction plans and specification previously approved by both the DEPARTMENT and the AGENCY.
6. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
7. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be solely responsible for ensuring that the Project remains in compliance with all permits after the construction is complete and the right of way is transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. The AGENCY shall be the applicant for all occupancy permits that are required for the Project.
8. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. At its own expense, the AGENCY shall comply with any and all requests of the DEPARTMENT to provide written notice to utility owners to initiate work necessary to alleviate interference; to remove or relocate non-compliant utilities; and to place liens upon non-compliant utility owners within the AGENCY right of way, as defined in Florida Statutes 337.403 and 337.404. The AGENCY shall be liable and reimburse the DEPARTMENT for any cost incurred by the DEPARTMENT for the AGENCY's failure to timely comply with said request.
- AGENCY'S Utilities: The AGENCY shall relocate and adjust its own utilities including connections with utility customers.
9. Signals: The AGENCY shall cooperate with the DEPARTMENT to effect signal and interconnect connections for the Project.
10. The DEPARTMENT and the AGENCY shall keep the commitments established in the PD&E study, Preliminary Engineering Report and as amended by approved re-evaluations.
11. Drainage: Includes drainage system along CR 510, a new combined drainage pond with bus hub

located east of CR 510 immediately north of the Sebastian River High School, an existing pond located on the south side of CR 512 between CR 510 and Sebastian River Lane, and an existing pond located adjacent to and on the west side of CR 510 between 89<sup>th</sup> Street and 87<sup>th</sup> Street. The proposed design will maintain existing drainage patterns with modifications to some drainage structures necessitated by widening of the roadway. A drainage pond north of the Sebastian River High school and the existing drainage pond between 89<sup>th</sup> Street and 87<sup>th</sup> Street will treat the CR 510 drainage. The existing pond on CR 512 between CR 510 and Sebastian River Lane will treat water from CR 510 and intersection improvements at CR 512. A new box culvert will be installed across CR 510 to replace the existing box culvert at 89<sup>th</sup> Street.

12. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT to the extent necessary to construct the Project. This shall include but not be limited to the execution of documents; allowing the DEPARTMENT and/or their contractors/consultants to enter upon the real property owned, leased, possessed and/or controlled by the AGENCY upon which the Project is to be constructed or any property adjacent thereto.
13. E-Verify requirements: The AGENCY:
- 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 AGENCY during the term of the contract; and
  - shall expressly require any contractors 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 contractor during the contract term.
14. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings as represented in the Final Proposed Construction plans. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
15. The DEPARTMENT will provide the AGENCY with as-builts as a part of the final acceptance package.
16. Additional Insured: The DEPARTMENT shall include the following paragraph as part of Section 7-13.2 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants (January 2022), as amended, applicable to this Project:

“Cause Indian River County to be an additional insured party on the Contractor’s Public Liability and Property Damages Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract.”

17. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

18. LIST OF EXHIBITS

- **Exhibit A:** Project Scope
- **Exhibit B:** AGENCY's Resolution

[This space intentionally left blank.]

**THIS IS AN EXHIBIT ONLY .... NOT FOR EXECUTION!**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year provided below.

ATTEST:

JEFFREY R. SMITH

\_\_\_\_\_

AGENCY

INDIAN RIVER COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by Office of County Attorney

By: \_\_\_\_\_

DEPARTMENT

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Transportation Development Director

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approval :

\_\_\_\_\_  
Office of the General Counsel (Date)

THIS IS AN EXHIBIT ONLY... NOT FOR EXECUTION!

**SECTION No.: 88050000**  
**FM No.: 405606-7-52-01**  
**AGENCY: Indian River CO.**  
**C.R. No.: 510**

**EXHIBIT A**

**PROJECT SCOPE**

All of the improvements are to be completed by the DEPARTMENT within the AGENCY's existing CR 510, from CR 512 to 87<sup>th</sup> Street; and CR 512, from Sebastian Crossing Boulevard to Sebastian River Lane, right-of-way and/or all acquired property interests to be acquired by the DEPARTMENT for the AGENCY.

**Typical Section**

- CR 510 from CR 512 to 87<sup>th</sup> Street
  - Four (4) 11-foot wide travel lanes (two in each direction) with seven (7)-foot buffered bicycle lanes
  - Raised median of variable width (minimum 20-foot wide)
  - 5- to 6-foot wide sidewalks along both sides of roadway with ADA compliant pedestrian ramps

**Signing and Pavement Markings**

- Includes signing and pavement markings within the project limits.

**Signalization**

- Includes signals on CR 510 at the intersections of CR 512, Mako Way; Hammerhead Way, and 87<sup>th</sup> Street. Interconnect from CR 512 to 87<sup>th</sup> Street.

**Drainage**

- Includes drainage system along CR 510 and CR 512 with a new drainage pond immediately north of Sebastian River High School and use of two existing drainage ponds: CR 512 between CR 510 and Sebastian River Lane, and on CR 510 between 89<sup>th</sup> Street and 87<sup>th</sup> Street. A new box culvert across CR 510 at 89<sup>th</sup> Street to replace the existing culvert.

**Permits**

- The DEPARTMENT will acquire the following permits in the AGENCY's name: SJRWMD, SRID and USACE/FDEP.

**Lighting**

- Includes lighting at the signalized intersections.

**Miscellaneous**

- Retaining walls with handrail along back of sidewalk or other areas along the right of way of CR 510.

Transit

- A new bus hub (Indian River County North County Transit Hub) to utilize the berm tops of the proposed pond immediately north of the Sebastian River High School.

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SECTION No.: 88050000  
FM No.: 405606-7-52-01  
AGENCY: Indian River CO.  
C.R. No.: 510

EXHIBIT B

AGENCY's Resolution

**THIS IS AN EXHIBIT ONLY .... NOT FOR EXECUTION!**