

**LOCALLY FUNDED AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
THE CITY OF PENSACOLA  
(Lump Sum)**

Project #437178-1-52-01

This Locally Funded Agreement (“AGREEMENT”) is between the State of Florida Department of Transportation (“DEPARTMENT”), and the City of Pensacola, a Florida municipal corporation. (“PARTICIPANT”).

**RECITALS**

1. The DEPARTMENT is preparing to replace a structurally deficient bridge culvert on SR 289 (9<sup>th</sup> Ave) over Carpenters Creek, including the construction of pedestals for lighting, underground electrical power service, running of conduit and installation of pull boxes for bridge lighting, Financial Project Identification Number 437178-1-52-01, in the DEPARTMENT’S Fiscal Year 2021. The construction phase shall be called the PROJECT for purposes of this AGREEMENT; and
2. The DEPARTMENT will undertake and administer the PROJECT, and the PARTICIPANT will contribute a lump sum payment to aid in the costs of the PROJECT; and
3. The PARTICIPANT is prepared to contribute SIXTEEN THOUSAND THREE HUNDRED THIRTEEN DOLLARS and 00/100 DOLLARS (\$16,313.00) to the DEPARTMENT for the PROJECT; and
4. The DEPARTMENT is authorized to enter into this AGREEMENT by Section 339.12, Florida Statutes, and other sections of the Florida Transportation Code, and PARTICIPANT has approved this AGREEMENT and authorized its duly authorized representative to sign on its behalf as set forth in the attached Resolution No. \_\_\_\_\_.

Therefore, the DEPARTMENT and the PARTICIPANT agree as follows:

5. The facts stated in the recitals above are true and correct and are incorporated into and made a part of this AGREEMENT.
6. The PARTICIPANT agrees that it will, within fourteen (14) calendar days prior to the DEPARTMENT’S advertising the PROJECT for bid, furnish the DEPARTMENT a contribution in the amount of **SIXTEEN THOUSAND THREE HUNDRED THIRTEEN DOLLARS and 00/100 DOLLARS (\$16,313.00)** to be used for the estimated project cost for locally funded project number 437178-1-52-01. The DEPARTMENT may utilize this contribution for payment of the costs of the PROJECT.

7. If the actual cost of the PROJECT is less than the funds provided, the excess will be applied to other phases on the PROJECT.

8. The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit, and shall be made by wire transfer or ACH deposit. The reference line must contain "FDOT", an abbreviated purpose, and the financial project number (437178-1-52-01).

For Wiring and ACH Transfers, the instructions are:

Wells Fargo Bank, N.A.  
Account # 4834783896  
ABA # 121000248  
Chief Financial Officer of Florida  
Re: DOT – K 11-78, Financial Project # 437178-1-52-01

Upon completion of the wire transfer or ACH deposit, the PARTICIPANT shall notify the Locally Funded Agreement Section of the DEPARTMENT's General Accounting Office by calling Ms. Charmaine Small at telephone number 850-414-4885 and providing the financial project number 437178-1-52-01, the dollar amount of the transfer or deposit and the PARTICIPANT's name.

9. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following:

FOR THE PARTICIPANT:

City of Pensacola  
222 W. Main Street  
Pensacola, Florida 32502  
Contact Person: Ryan Novota, Transportation Engineer  
Telephone #: (850) 435-1755  
Federal Employer ID # (FEIN): 59-6000406

FOR THE DEPARTMENT

Florida Department of Transportation  
Attn: District Three Local Programs Administrator  
1074 Highway 90 East  
Chipley, Florida 32428  
Phone: (850) 330-1227

10. The following provisions of Section 339.135(6)(a), F.S., are incorporated:

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 shall be 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 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 \$25,000.00 and which have a term for a period of more than 1 year.

11. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT 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 or conditions contained in this AGREEMENT shall be effective unless contained in a written properly-executed document.

12. This AGREEMENT shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

13. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

14. This AGREEMENT may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one agreement.

15. The PARTICIPANT:

(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 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.

16. This AGREEMENT shall become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date set out under that party's signature) shall be deemed the date of this AGREEMENT.

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**IN WITNESS WHEREOF**, the PARTICIPANT and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

**PARTICIPANT:**

CITY OF PENSACOLA,  
a Florida municipal corporation

**DEPARTMENT:**

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Attest: \_\_\_\_\_

Executive Secretary (SEAL)

Legal in form and valid as drawn:

FDOT Legal Review:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Office of the General Counsel