

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

Project #443769-1-52-01

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 a pedestrian safety, complete streets, and corridor management improvement project on SR 10A (US 90) West Cervantes Street from Dominguez Street to A Street, Financial Project Identification Number 443769-1-52-01, programmed 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 ONE MILLION and 00/100 DOLLARS (\$1,000,000.00) to the DEPARTMENT for the PROJECT; and
4. The DEPARTMENT is authorized to enter into this AGREEMENT under 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, at least fourteen (14) calendar days prior to the DEPARTMENT’S advertising the PROJECT for bid, furnish the DEPARTMENT a contribution in the amount of **ONE MILLION and 00/100 DOLLARS (\$1,000,000.00)** to be used for the estimated project cost for locally funded project number 443769-1-52-01. 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 (443769-1-52-01).

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 # 443769-1-52-01

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 443769-1-52-01, 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