

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
LEE COUNTY**

This is an Agreement between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, "DEPARTMENT") and LEE COUNTY, a political subdivision of the State of Florida, (hereinafter, "AGENCY") for the AGENCY to provide an estimated deposit amount to the DEPARTMENT to support the development of 60% plans and the Design Build RFP advertisement package for Burnt Store Road, a Lee County facility. Lee County will advertise with the design build RFP package provided by FDOT.

W I T N E S S E T H

A. WHEREAS, the DEPARTMENT has included in its Five-Year Work Program in Fiscal Year 2023/2024; and

B. WHEREAS the AGENCY requested the DEPARTMENT to:

The development of 60% plans and the Design Build RFP advertisement package for Burnt Store Road, a Lee County facility. Lee County will advertise with the design build RFP package provided by FDOT.

C. WHEREAS the DEPARTMENT and AGENCY desire to enter into this Locally Funded Agreement to set forth the terms and conditions upon which AGENCY shall provide funding (See **Exhibit "B", Estimated Schedule of Funding**, attached and incorporated by reference) for the PROJECT; and

D. WHEREAS, the AGENCY, by Resolution dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof as **Exhibit "A"**, has authorized the Chairperson or Designee to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual benefits to be derived from joint participation in this Agreement, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby adopted incorporated into and made a part of this Agreement by reference, as if fully set forth herein.
2. The AGENCY agrees that it will, at least fourteen (14) calendar days after the execution of this agreement, furnish the DEPARTMENT an advance deposit in the amount of **Two Million Five Hundred Thousand Dollars, \$2,500,000.00** for payment of the estimated project cost for locally funded **project number #436928-2-32-01**. The Department will utilize this deposit for payment of the costs of the PROJECT.
3. If the accepted bid amount is in excess of the advance deposit amount, the AGENCY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting the accepted bids, whichever is earlier, so that the total deposit is equal to the bid amount. The DEPARTMENT will notify the AGENCY as soon as

it becomes apparent the accepted bid amount is in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the AGENCY shall not relieve the AGENCY from its obligation to pay for its full participation. If the AGENCY cannot provide the additional deposit with fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The AGENCY understands the request and approval of the additional time could delay the project, and additional cost may be incurred due to a delay of the project.

4. Should project modifications occur that increase the AGENCY's share of the project cost being performed, the AGENCY will be notified by the DEPARTMENT accordingly. The AGENCY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the project. The DEPARTMENT shall notify the AGENCY as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the Department to so notify the AGENCY shall not relieve the AGENCY from its obligation to pay for its full participation. Funds due from the date of the invoice are subject to an interest charge at the rate established pursuant to Section 55.03, Florida Statutes (F.S.).
5. In the event the final PROJECT cost is less than the advance deposit, the DEPARTMENT will refund the excess amount to the AGENCY and the DEPARTMENT will direct the Escrow Agent to release the excess funds to the Agency.
6. All deposits shall be made payable to the Florida Department of Transportation:

Florida Department of Transportation
OOC-GAO, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, FL 3239
7. All notices under the Agreement shall be directed to the following contact persons:

TO DEPARTMENT: Aileen Keating Local Program Coordinator Florida Department of Transportation 10041 Daniels Parkway Fort Myers, Fl, 33913 (239) 225-1958 Aileen.Keating@dot.state.fl.us	TO AGENCY: Rob L. Price, PE Deputy Director Lee County Department of Transportation 1500 Monroe Street, 3 rd Floor Fort Myers, Fl, 33901 (239) 533-8592 rprice@leegov.com
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8. Failure of the AGENCY to deposit said amount shall be grounds for termination of this Agreement.
9. This Agreement shall continue in effect and be binding on the parties until the PROJECT is

completed.

10. All tracings, plans, specifications, maps and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the DEPARTMENT without restriction or limitation on their use.
11. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the AGENCY. The AGENCY shall not be obligated or liable hereunder to any party other than the DEPARTMENT.
12. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
13. 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 representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document and executed by both parties.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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FM #: 436928-2-32-01

LFA: LEE COUNTY

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IN WITNESS WHEREOF, the AGENCY has caused this Agreement to be executed in its behalf through its Chairperson or its designee, as authorized by Resolution Number _____, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee: This Agreement shall become effective on:

Department to enter date.

LOCAL AGENCY

LEE COUNTY

By: CHAIRPERSON OR DESIGNEE

By: _____

Date: _____

ATTEST:

By: _____
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION


ATTEST

EXECUTIVE SECRETARY (SEAL)

BY: _____
DISTRICT SECRETARY OR DESIGNEE
DISTRICT ONE

PRINT NAME DATE

PRINT NAME DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW: 

BY: _____
DATE

EXHIBIT "B"

ESTIMATED SCHEDULE OF FUNDING

**Financial Management Number:
436928-2-32-01**

Burnt Store Road from Van Buren Parkway to Charlotte County line

Design	
Phase:	Amount:
32	\$ 2,500,000.00
Total Contribution (Local Agency):	\$ 2,500,000.00

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