

LOCALLY FUNDED AGREEMENT

This Agreement made by and entered into on this 26th day of March, 2024, between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, whose address for purposes of this Agreement is 11201 North McKinley Drive, Tampa, Florida, 33612-6403, ("the DEPARTMENT"), and HERNANDO COUNTY WATER AND SEWER DISTRICT, whose address for purposes of this Agreement is 15365 Cortez Boulevard, Brooksville, FL 34613 ("the COUNTY"); and

WITNESSETH

WHEREAS, the DEPARTMENT is authorized to enter into agreements with governmental entities in accordance with Chapter 334.044, Florida Statutes; and

WHEREAS, the DEPARTMENT agrees to design the COUNTY's potable water and wastewater facilities as part of the US 301 from Pasco County Line to SR 50/Cortez Boulevard project as described in the DEPARTMENT's Five-Year Adopted Work Program as Financial Project Number (FPN) 447536 3 32 01 ("the PROJECT"); and

WHEREAS, the DEPARTMENT and the COUNTY have determined that it would be in the best interest of the general public and to the economic advantage of both parties to coordinate and cooperate in their efforts to facilitate development of the PROJECT; and

WHEREAS, in order to complete the PROJECT, the COUNTY is prepared to provide financial assistance as provided in Exhibit "A"; and

WHEREAS, the COUNTY agrees to deposit funds with the Department of Financial Services in the amount of \$146,007.00 (*one hundred forty-six thousand seven dollars and zero cents*) for the PROJECT.

SECTION 1 OBLIGATIONS OF THE DEPARTMENT

- 1.1 The DEPARTMENT shall be responsible for performing all design activities for this project.
- 1.2 The DEPARTMENT shall keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures, and other items incidental to the cost of the PROJECT.

**SECTION 2
OBLIGATIONS OF THE COUNTY**

- 2.1 The COUNTY will be responsible for providing \$146,007.00 to aid in the design of the Hernando County Potable Water and Wastewater Facilities in accordance with the provisions hereunder in Section 3, Financial Provisions.

**SECTION 3
FINANCIAL PROVISIONS**

- 3.1 The PARTIES recognize and accept the funding restrictions set forth in Section 339.135 (6)(a), and Section 129.07, Florida Statutes, which may affect each of the parties' obligations.

(a) 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 is 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 one (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 and which have a term for a period of more than 1 year. Section 339.135 (6)(a), Florida Statutes.

(b) The PARTIES agree that in the event funds are not appropriated to the DEPARTMENT or the COUNTY for the PROJECT, this Agreement may be terminated, which shall be effective upon either party giving notice to the other to that effect.

- 3.2 The COUNTY agrees that it will, at least fourteen (14) calendar days prior to the Department's advertising the project for bid, furnish the Department an advance deposit in the amount of \$146,007.00 (*one hundred forty-six thousand seven dollars and zero cents*) for full payment of the estimated project cost for locally funded project number 447536 3 32 01. The Department may utilize this deposit for payment of the costs of the project.

If the accepted bid amount is in excess of the advance deposit amount, the COUNTY will provide an additional deposit within fourteen (14) calendar days of notification from the Department or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount. The Department will notify the COUNTY 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 COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation. If the COUNTY cannot provide the additional deposit within 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 COUNTY understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to delay of the project.

Should project modifications occur that increase the COUNTY's share of total project costs, the COUNTY will be notified by the Department accordingly. The COUNTY 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 COUNTY as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the Department to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation. Funds due from the COUNTY during the project paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to **Section 55.03, Florida Statutes (F.S.)**.

- 3.3 If the actual cost of the project is less than the funds provided the excess will be applied to other phases of the project.
- 3.4 The payment of funds under this Locally Funded Agreement will be made directly into third-party interest-bearing escrow account.

- 3.5 The COUNTY shall furnish the DEPARTMENT with a deposit in the amount of \$146,007.00 (*one hundred forty-six thousand seven dollars and zero cents*) by April 8th, 2024, to be used for the estimated project cost for Locally Funded project number 447536 3 32 01. The DEPARTMENT may utilize this deposit for payment of the costs of the PROJECT.
- 3.6 If the actual cost of the PROJECT is less than the funds provided, the excess will be refunded to the COUNTY if requested in writing.
- 3.7 The deposit of funds under this Locally Funded Agreement will be made directly to the Department for deposit and as provided in the attached Three-Party Escrow Agreement.
- 3.8 E-VERIFY

The DEPARTMENT:

1. 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 DEPARTMENT during the terms of the contract; and
2. Shall expressly require any contractor or 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 SUBCONTRACTOR during the contract term.

SECTION 4 COMMENCEMENT AND TERMINATION OF AGREEMENT

- 4.1 This Agreement shall take effect upon being executed by the parties and shall be terminated upon the mutual consent of the parties.

SECTION 5 MISCELLANEOUS PROVISIONS

- 5.1 Any amendment to or modification of this Agreement or any alteration, extension, supplement, or change of time or scope of work shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates written below.

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FL

ATTEST:

BY: Heidi Kuppe, Deputy Clerk BY: [Signature] Vice Chairman
DOUG CHORVAT, JR. ELIZABETH NARVERUD
CLERK AND COMPTROLLER CHAIR



APPROVED AS TO FORM:

Victoria Anderson
County Attorney/Assistant County Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

ATTEST: _____
EXECUTIVE SECRETARY

BY: _____
JUSTIN HALL
DIRECTOR OF TRANSPORTATION
DEVELOPMENT, DISTRICT SEVEN

DATE

FDOT LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

5.2 Any notice or other document which either party is required to give or deliver to the other shall be given in writing and served either personally or mailed to:

TO DEPARTMENT:

Ms. Karen Ford
FDOT District VII
11201 N. McKinley Drive, M.S. 7-350
Tampa, Florida 33612-6456

TO COUNTY:

Mr. Ron Patel, P.E.
Hernando County Utilities Department
15365 Cortez Boulevard
Brooksville, FL 34613

- 5.3 If any word, clause, sentence, or paragraph of the Agreement is held invalid, the remainder of the Agreement would continue to conform to the intent of this Agreement.
- 5.4 This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- 5.5 Nothing herein shall be construed to create any third-party beneficiary rights in any person not a party to this Agreement.

**SECTION 6
ENTIRE AGREEMENT**

This document embodies the whole Agreement of the parties. There are no promises, terms, conditions, or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal between the parties hereto. This Agreement may be modified only in writing executed by all parties. This Agreement shall be binding upon the parties, their successors, assigns and legal representative.

EXHIBIT "A"
PROJECT BUDGET

This exhibit forms an integral part of that certain Locally Funded Agreement between the State of Florida, Department of Transportation and Hernando County, dated _____, 2024.

I. TOTAL ESTIMATED COST..... \$3,282,482.00

II. PROJECT PARTICIPATION

State Funds\$0.00

Federal\$0.00

Local Funds.....\$146,007.00

III. PROJECT funds are subject to legislative appropriation of available funds.

EXHIBIT "B"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Locally Funded Agreement between the State of Florida, Department of Transportation and Hernando County, dated _____, 2024.

PROJECT LOCATION: US 301 from Pasco County Line to SR 50/Cortez Boulevard

PROJECT DESCRIPTION: The Project consists of the design of the COUNTY's potable water and wastewater facilities within the US 301 from south of US 98 to SR 50/Cortez Boulevard widening project.

SPECIAL CONSIDERATIONS BY DEPARTMENT AND COUNTY:

The COUNTY will be responsible for providing \$146,007.00 (*one hundred forty-six thousand seven dollars and zero cents*) to aid the design of COUNTY Potable Water and Wastewater Facilities for this project in accordance with the provisions hereunder in Section 3, Financial Provisions.

The DEPARTMENT shall be responsible for performing all design activities for this project.

All other provisions for the compliance of this Agreement shall remain in full force in accordance with State and Federal Laws.

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Hernando County Water and Sewer District ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

US 301 from Pasco County Line to SR 50/Cortez Boulevard
Project #: 447536 3 32 01
County: Hernando

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the monies expeditiously. Income is only earned on the monies while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All

income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.
7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)
(signature)

Name and Title

59-3024028
Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date



[Handwritten Signature]

Vice Chairman
For PARTICIPANT

Elizabeth Narverud, Chairperson
Name and Title

59-1155275
Federal Employer I.D. Number

March 26, 2024
Date

Approved as to Form
and Legal Sufficiency

By: Victoria Anderson
County Attorney's Office