

Agency: City of Daytona Beach Vendor No: F596000304014	Fund: LF Contract Amount: \$750,000.00	Financial Management No.: 437942-1-32-01
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF DAYTONA BEACH**

This **AGREEMENT**, made and entered into this _____ day of _____, 2018, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the “DEPARTMENT”) and CITY OF DAYTONA BEACH, a municipal corporation of the State of Florida (hereinafter referred to as the “LOCAL GOVERNMENT”),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit “B”, and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared and intends to undertake the project described as: “Preliminary Design for International Speedway Boulevard (US 92/ State Road 600) from east of Halifax Avenue to State Road A1A”, said project being known as Financial Management (FM) Number 437942-1 hereinafter referred to as the “Project”; and

WHEREAS, the Project is not revenue producing and is not yet contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide a portion of the funding for the Project; and

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

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the parties. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all preliminary design plans, and otherwise perform all necessary preliminary design work, all as may be applicable for the Project, as further described in Exhibit "A", attached hereto. The Project may include some or all of the forgoing activities. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the Progress of the Project at reasonable intervals upon request. The LOCAL GOVERNMENT further agrees to convey, free of charge, to the DEPARTMENT any road right-of-way strip takes on International Speedway Boulevard, if any are necessary pursuant to FDOT roadway design standards, from the following City owned property as more particularly described in Exhibit "C", attached hereto: Volusia County tax identification parcel numbers 5309-13-07-0021, 5309-13-07-0050, 5309-13-07-0060, and 5309-13-07-0090. Necessity for the conveyance of real property owned by the LOCAL GOVERNMENT will not be determined until the design of the Project is completed. In the event the DEPARTMENT needs property in addition to the strip takes from the parcels noted above or from City owned property as more particularly described in Exhibit "C", attached hereto: Volusia County tax identification parcel numbers 5309-13-07-0200, 5309-13-07-0190, 5309-13-07-0091, 5309-13-07-0130, and 5309-13-07-0140, or from any other parcel the LOCAL GOVERNMENT may acquire along the Project corridor, then the LOCAL GOVERNMENT agrees to sell the additional property to the DEPARTMENT at the appraised value of the real estate. The appraised value will be the square foot cost of the land and will not include any damages to the remainder parcel or parcels owned by the LOCAL GOVERNMENT, if any. The LOCAL GOVERNMENT will procure the appraisal and the DEPARTMENT will review the appraisal to assure that it meets DEPARTMENT standards and to

assure that the estimate of value established by the appraisal is an acceptable estimate of value.

3. Contribution by the LOCAL GOVERNMENT of the funds for Design phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of cost for the Preliminary Design Phase of the Project is **\$750,000.00 (Seven Hundred Fifty Thousand Dollars and No/100)**. The DEPARTMENT'S performance and obligation to construct the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT to that effect.

(B) The LOCAL GOVERNMENT 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 **\$750,000.00 (Seven Hundred Fifty Thousand Dollars and No/100)** for full payment of the estimated Project cost for locally funded Financial Project Number (FM#) 437942-1-32-01. The DEPARTMENT may utilize this deposit for payment of the costs of the Project.

(C) If the actual cost of the project is less than the funds provided the excess will be applied to other phases on the project. If, however, the project is terminated by the DEPARTMENT any unutilized funds will be returned to the LOCAL GOVERNMENT.

(D) The payment of funds under this Locally Funded Agreement will be made directly to the Department for deposit.

(E) Contact Persons:

Florida Department of Transportation

Teresa Hutson
Program Coordinator/MS 4-520
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5486
teresa.hutson@dot.state.fl.us

Hatem Aguib, P.E.
Consultant Project Manager/MS 2-542
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5559
hatem.aguib@dot.state.fl.us

Local Government

James Chisholm, City Manager
City of Daytona Beach
301 S. Ridgewood Avenue, Room 200
Daytona Beach, Florida 32114
PH: (386) 671-8010
chisholmj@codb.us

4. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

5. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

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 \$25,000.00 and which have a term for a period of more than one (1) year.

6. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

7. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. 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.

8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

9. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and 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 contractor/subcontractor during the contract term.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of _____, 2018, and the DEPARTMENT has executed this Agreement this day of _____, 2018.

CITY OF DAYTONA BEACH

By: _____

Name: _____

Title: _____

Attest:

Legal Review

City Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Name: Richard B. Morrow, P.E.

Title: Director of Transportation Development

Attest:

Executive Secretary

Legal Review:

Financial Provisions Approval by
Department of Comptroller on:

Exhibit "A"

SCOPE OF SERVICES

FM#: 437942-1-32-01

The scope of this project entails modifying the typical section along SR 600 (US 92) from the Halifax River Bridge to SR A1A. The roadway will be widened to accommodate bicycle lanes and a raised median, with a 2-lane roundabout constructed to replace the existing signal at SR A1A. The existing signals at Halifax Dr., Peninsula Dr., and Grandview Ave will be reconstructed with mast arms.

The existing asphalt pavement that remains will be milled and resurfaced and the sidewalks reconstructed. The drainage system will be modified to construct curb inlets along the new curb lines and provide new stormwater treatment ponds. The raised median will restrict left turn access to the signalized intersections only, with U-turn provisions for EB to WB at Halifax Dr., WB to EB at Peninsula Dr., and EB to WB at Grandview Ave. Right-of-Way is required for these improvements.



Exhibit "B"

Resolution FM#:
437942-1-32-01

RESOLUTION NO. 17-84

A RESOLUTION RELATING TO THE EAST INTERNATIONAL SPEEDWAY BOULEVARD IMPROVEMENT PROJECT CURRENTLY UNDER REVIEW BY THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"); STATING THE CITY COMMISSION'S INTENT TO ADVANCE TO FDOT \$750,000 FOR THE COST OF PROJECT-RELATED PRELIMINARY DESIGN AND ENGINEERING SERVICES, AND \$25,000,000 FOR ALL OTHER COSTS THROUGH COMPLETION OF PROJECT CONSTRUCTION, SUBJECT TO REIMBURSEMENT BY FDOT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO INCLUDE THIS RESOLUTION IN THE CITY'S APPLICATION FOR PROJECT APPROVAL TO THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) will be submitting a report on design recommendations for the East International Speedway Boulevard improvements project (the "East ISB Project"); and

WHEREAS, in order to accelerate action on the East ISB Project, City staff have requested that the City Commission state the Commission's intent to advance fund the East ISB Project as referenced below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH, FLORIDA:

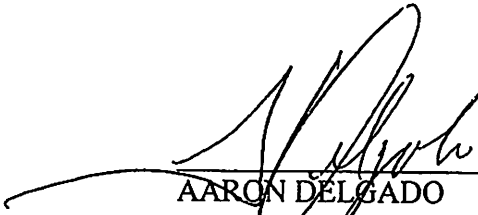
SECTION 1. The City Commission hereby states its intention to:

(a) advance fund up to \$750,000 of FDOT's cost of preliminary design of the East ISB Project; and


(b) advance fund up to \$25,000,000 for the remainder of FDOT's project costs through project completion provided that FDOT commits to reimbursement of the advanced funds.

SECTION 2. The City Manager or his designee is authorized to include this Resolution in the City's submission for project approval to the River to Sea Transportation Planning Organization.

SECTION 3. This resolution shall take effect immediately upon its adoption.


AARON DELGADO
Vice - Mayor

ATTEST:


LETITIA LAMAGNA
City Clerk

Adopted: March 15, 2017

EXHIBIT "C"

