

LOCALLY FUNDED AGREEMENT

This LOCALLY FUNDED AGREEMENT (“Agreement”), is made and entered into by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA’S TURNPIKE ENTERPRISE, an executive agency of the State of Florida (the “Department”), and the CITY OF SUNRISE, a Florida municipal corporation of the State of Florida (the “City”) (the Department and the City may be referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

A. The Department is authorized to enter into agreements with governmental entities that wish to aid in any Department project or project phase in the Department’s adopted work program in accordance with Section 339.12, Florida Statutes.

B. The Department’s adopted work program includes a project to widen and improve State Road 869, the Sawgrass Expressway, in Broward County, Florida, from Sunrise Boulevard to Oakland Park Boulevard, as described in the Department’s Five-Year Adopted Work Program as Financial Project Number (FPN) 437155-1 (the “Project”).

C. The City has asked the Department to include as part of the Project certain improvements at West Oakland Park Boulevard (an off-system arterial roadway under the jurisdiction of and owned and maintained by Broward County) and the Sawgrass Expressway (SR 869). These improvements include revising West Oakland Park Boulevard roadway geometry, adding a new signalized intersection, adding a new emergency access only driveway connection, updates to the primary and secondary drainage systems, additional ground mounted and overhead signing, roadway lighting, utility relocation, and such other work as the Department determines necessary or advantageous to advance the Improvements as part of the Project (the “Improvements”). The Improvements are intended to include a westbound U-turn movement and an eastbound left turn movement along West Oakland Park Boulevard and the Sawgrass Expressway, as conceptually depicted in Exhibit “A” to this Agreement.

D. The City is willing to contribute funding associated with the construction, Construction Engineering and Inspection (CEI), and post-design services for the Improvements as part of the Project in the amount of One Million Seven Hundred Thirty-Six Thousand Three Hundred Forty-Five and 34/100 Dollars (\$1,736,345.34) (the “Local Share”).

E. Contingent upon the City’s agreement to provide the Local Share to fund the Improvements, the Department is willing to construct the Improvements as part of the Project as further set forth herein.

F. On _____, 2026, the City Commission for the City authorized the City Manager to execute this Agreement on behalf of the City.

AGREEMENT

In consideration of the mutual covenants and promises contained in this Agreement, the City and the Department agree that the Recitals are true, correct and incorporated by reference herein, and further agree as follows:

SECTION 1 OBLIGATIONS OF THE DEPARTMENT

1.1 The Department shall construct the Improvements as part of the Project, as programmed in the Department's Five-Year Adopted Work Program as FPN 437155-1. The construction work includes revising West Oakland Park Boulevard roadway geometry, adding a new signalized intersection, adding a new emergency access only driveway connection, updates to the primary and secondary drainage systems, additional ground mounted and overhead signing, roadway lighting, utility relocation, and such other work as the Department determines necessary or advantageous to advance the Improvements as part of the Project. The Parties acknowledge and agree to the conceptual drawing reflected in Exhibit "A" and agree that the Project Plans may be modified during the final design process for the Project. Any change, deviation, correction or alterations of the Project Plans made by the Department after the City's review shall be coordinated with the City. Any future changes requested by the City, not contemplated in the Project Plans, following the Project bid solicitation notice, may be considered by the Department, but all additional costs resulting from any City-requested changes will be borne solely by the City.

1.2 The Department will utilize the City's Local Share to pay its contractors and consultants as expenditures are incurred for construction, CEI, and post-design services work of the Improvements as part of the Project. The Department will be responsible for the costs of the construction, CEI, and post-design services of the Improvements that exceed the City's Local Share.

1.3 The Department will hold coordination meetings with representatives of the City throughout the construction process for the Improvements.

1.4 As provided in this Locally Funded Agreement, the Department will construct the Improvements in accordance with the terms and conditions of a construction contract currently scheduled for bid solicitation notice by the Department on or about June 12, 2026. The Department may adjust the Projects schedule as necessary and will provide reasonable notice to the City. Such adjustments shall not require an amendment to this Agreement.

SECTION 2 OBLIGATIONS OF THE CITY

2.1 The City shall, no later than fourteen (14) calendar days before the scheduled date of the bid advertisement notice by the Department for bids on the construction contract for the Project, contribute the Local Share to the Department for construction, CEI, and post design services of the Improvements. The City's Local Share will not be subject to reduction at any time and will not be refundable. If the actual cost of the construction, CEI, and post design for the Improvements is less than the Local Share funds provided, the excess will be applied to other phases of the Improvements.

2.2 The City shall not use any federal funds to provide the Local Share to the Department.

SECTION 3 FINANCIAL PROVISIONS

3.1 The requirements of Section 339.135(6)(a), Florida Statutes (F.S.), are incorporated in this Agreement:

“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 such 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 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 year.”

3.2 The City’s contribution of the Local Share funds may be withdrawn, used, and applied by the Department to pay actual costs of construction, CEI, and post-design services, and other work required to construct the Improvements as part of the Project. Timely contribution of the Local Share funds by the City is a condition precedent to the Department’s obligations under this Agreement.

3.3 Should the City request modifications to the Improvements which result in additional cost to the project, the City will be notified by the Department accordingly. The City agrees to provide, without delay, in advance of the additional work to be performed, adequate funds to ensure that cash on deposit with the Department is sufficient to fully fund the construction, CEI, and post design services work required to advance the Improvements as part of the Project. The Department shall notify the City as soon as it becomes apparent the additional costs will overrun the Local Share; however, failure of the Department to notify the City shall not relieve the City from its obligation to pay for the additional costs of the construction, CEI, and post design services work required to advance the Improvements as part of the Project. Funds due from the City during the Project not 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.

3.4 The payment by the City of the Local Share funds under this Agreement will be made directly to the Department. Funds can be wired to the Department using the account codes below:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project: 437155-1-52-01

If the payment of the Local Share funds is in the form of a check, the check must be forwarded to:
Florida Department of Transportation
OOC-GAO, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

Funds received from the City will be deposited into a master escrow account with the Florida Department of Financial Services, Division of Treasury, Bureau of Collateral Management. The City will not earn interest on the funds.

3.5 The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed here under within three hundred and sixty (360) calendar days of final payment to its consultants and contractors. The Department considers the work completed when the final payment has been made to the consultants and contractors. All cost records and accounts shall be subject to audit by a representative of the City for a period of three (3) years after final closeout of the construction, CEI, and post design services work for the Improvements.

SECTION 4 COMMENCEMENT AND TERMINATION OF AGREEMENT

4.1 This Agreement shall be effective as of the date last signed by a Party and shall terminate upon the earlier of the mutual written consent of the Parties or three hundred sixty (360) calendar days after final payment has been made to the Department's consultants and contractors for work on construction, CEI, and post-design services of the Improvements. Notwithstanding any termination, terms which by express terms and context are intended to survive the performance, termination or expiration of this Agreement shall so survive.

SECTION 5 MISCELLANEOUS PROVISIONS

5.1 The Parties' obligations under this Agreement are contingent upon the execution of a separate Memorandum of Agreement between Broward County and the Department, to provide for, among other things, access and maintenance necessary to construct the Improvements.

5.2 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.

5.3 Any notice or other document which either Party is required to give or deliver to the other under the terms of this Agreement shall be given in writing and delivered personally or sent to:

TO DEPARTMENT:
Executive Director
Florida's Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

TO CITY:
City Manager
City of Sunrise
10770 West Oakland Park Blvd
Sunrise, Florida 33351

With a copy to:

Florida's Turnpike Enterprise Chief Counsel
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

5.4 This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in the Circuit Court in and for Leon County, Florida.

5.5 Nothing herein shall be construed to create any third-party beneficiary rights in any person not a party to this Agreement or waive the Parties' respective sovereign immunity protections against claims by third parties.

5.6 This Agreement shall be binding upon the Parties, their successors and assigns.

5.7 This Agreement may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

5.8 THE CITY AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last signed by a Party.

CITY OF SUNRISE
a Florida municipal corporation

**FLORIDA DEPARTMENT OF TRANSPORTATION,
FLORIDA'S TURNPIKE ENTERPRISE**

By: _____

By: _____

Name: _____

Nicola Liquori
Executive Director and CEO
Florida's Turnpike Enterprise

Title: _____

Date: _____

Date: _____

(SEAL)

Legal Review (Department)

ATTEST:

By: _____

Legal Review (City)

EXHIBIT "A"
CONCEPTUAL DEPICTION OF IMPROVEMENTS

CONCEPTUAL DEPICTION OF IMPROVEMENTS

