

Date: July 7, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 8(P)(1)(B)

From: Alina T. Hudak
County Manager

Resolution No. R-547-11

Subject: Resolution Authorizing a Locally Funded Agreement and Memorandum of Agreement between the County and the FDOT to Fund the Project Development and Environment Study for the Venetian Causeway Bridges

RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing execution of a Locally Funded Agreement (LFA) and Memorandum of Agreement (MOA) between Miami-Dade County and the Florida Department of Transportation (FDOT) to fund the Project Development and Environment (PD&E) Study for the Venetian Causeway Bridges.

SCOPE

The Venetian Causeway Bridges connect the Cities of Miami and Miami Beach and are located within Commission Districts 3 and 4.

FISCAL IMPACT/FUNDING SOURCE

The total cost of the PD&E Study is estimated at \$1,750,000. FDOT will provide a 50% match (\$875,000) by reallocating County Incentive Grant Program (CIGP) funds that have become available through the First Amendment to the CIGP Agreement that is on this same agenda for BCC consideration. This will be FDOT's maximum participation in the PD&E Study.

The County will provide a local contribution to FDOT in the amount of \$875,000 for the payment of costs associated with the PD&E Study from Public Works Department Causeways Division Series 2010 Bond proceeds (index code PW000501CSWY). Should the costs for the PD&E Study exceed \$1,750,000, additional funding will be required from the County pursuant to future approval by the BCC.

DELEGATION OF AUTHORITY

No additional authority is being requested within the body of this contract.

TRACK RECORD/MONITOR

A consulting firm will be selected by FDOT to carry out the PD&E Study and FDOT will be the primary manager. PWD is responsible for monitoring this project on behalf of the County. The Project Manager responsible for monitoring this project in PWD is Marcos Redondo, P.E., Section Head, Highway Division Bridge Section.

BACKGROUND

The Venetian Causeway links between the cities of Miami and Miami Beach with the mainland, and provides access to all of the residents of the islands from both cities. Over the last 75 years, the Venetian Causeway has undergone extreme environmental effects resulting in widespread deficiencies to the 12 bridges that comprise the Causeway. Repairs are currently being performed through a rehabilitation contract to restore the bridges to their original load carrying capacity and to enable the continued safe operation of the Causeway. However, it is anticipated that life expectancy of this work is approximately 10 years once rehabilitations are completed. To address the need for a long-term resolution of the rapid deterioration of the existing structures, additional sources such as federal funding

Honorable Chairman Joe A. Martinez
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will be necessary. After discussions with representatives from FDOT and the Federal Highway Administration, PWD was informed that a PD&E Study for the rehabilitation and/or replacement of the 12 existing bridges was required in order to have the project's construction be eligible to receive federal funding.

As mentioned earlier, funding for the PD&E Study will be provided by reallocating CIGP funding that will be available through the First Amendment to the CIGP Agreement for the Rehabilitation of the Venetian Causeway Bridges. Please note that funding for this project depends upon approval of the proposed First Amendment to the CIGP Agreement on this same agenda. This item should be considered, and approved, only after adoption of the First Amendment to the CIGP Agreement.

Attachments



Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: July 7, 2011

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(B)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(B)
7-7-11

RESOLUTION NO. R-547-11

RESOLUTION AUTHORIZING A LOCALLY FUNDED AGREEMENT (LFA) AND MEMORANDUM OF AGREEMENT (MOA) BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO FUND THE PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY FOR THE VENETIAN CAUSEWAY BRIDGES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Locally Funded Agreement (LFA) and Memorandum of Agreement (MOA) between Miami-Dade County and the Florida Department of Transportation to provide funding for a Project Development and Environment (PD&E) Study for the Venetian Causeway Bridges, in substantially the form attached hereto and made a part hereof; authorizing the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

	Joe A. Martinez, Chairman	aye	
	Audrey M. Edmonson, Vice Chairwoman	aye	
Bruno A. Barreiro	aye	Lynda Bell	aye
Esteban L. Bovo, Jr.	aye	Jose "Pepe" Diaz	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of July, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Christopher Agrippa

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

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LOCALLY FUNDED AGREEMENT

THIS LOCALLY FUNDED AGREEMENT (hereinafter 'Agreement') is made and entered into this ___ day of _____, 20__, between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the 'COUNTY', and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT'.

RECITALS:

WHEREAS, the COUNTY has jurisdiction over and maintains the Venetian Causeway within the limits of the COUNTY; and

WHEREAS, the COUNTY has requested the DEPARTMENT perform a Project Development and Environment (PD&E) study for the rehabilitation and/or replacement of the twelve (12) existing bridges that comprise the Venetian Causeway from North Bayshore Drive to Purdy Avenue; and

WHEREAS, the PD&E study is necessary in order to retain the COUNTY's ability to obtain future federal construction funding; and

WHEREAS, the DEPARTMENT has agreed to perform the PD&E study to rehabilitate and/or replace the twelve (12) existing bridges that comprise of the Venetian Causeway from North Bayshore Drive to Purdy Avenue, subject to the terms and conditions detailed in this Agreement; and

WHEREAS, the DEPARTMENT will utilize any information available from the COUNTY Venetian Causeway Bridge Replacement Project to avoid duplication efforts; and

WHEREAS, the COUNTY shall participate in funding the costs, under Financial Project Number 422713-2-22-01, associated with the PD&E study to rehabilitate and/or replace the twelve (12) existing bridges that comprise of the Venetian Causeway from North Bayshore Drive to Purdy

Avenue, hereinafter collectively called the 'PROJECT', and as detailed in the attached Exhibit "A", "Scope of Services", which is herein incorporated by reference; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Sections 334.044(7) and 339.12 (2006), Florida Statutes**, and authorize its officers to do so.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals** The Recitals to this Agreement are true and correct and are incorporated herein by reference and made a part hereof.
2. **General Requirements**
 - (a) A true and correct copy of the Resolution of the COUNTY Commission approving this Agreement is attached hereto as Exhibit "C", 'MIAMI-DADE COUNTY RESOLUTION', and is incorporated herein by reference.
 - (b) The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
 - i. all persons employed by the COUNTY during the term of this Agreement to perform employment duties within Florida; and
 - ii. all persons, including subcontractors, assigned by the COUNTY to perform work pursuant to this Agreement with the DEPARTMENT.
 - (c) The DEPARTMENT will administer the PROJECT as detailed in the attached Exhibit "A", 'Scope of Services'. The DEPARTMENT will complete the PROJECT utilizing

the funds provided by the COUNTY and the funds set aside by the DEPARTMENT as set forth in Exhibit "B", 'Financial Summary'.

- (d) The COUNTY will be part of the review process and will be a partner in the final approval process by the DEPARTMENT.
- (e) The parties agree that the estimated total PROJECT cost is ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000.00). The parties further agree that the DEPARTMENT's maximum participation is fifty percent (50%), EIGHT HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$875,000.00), and all remaining costs of the PROJECT will be borne by the COUNTY.
- (f) The COUNTY will provide funding to the DEPARTMENT, in the amount of EIGHT HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$875,000.00), for the PROJECT, subject further to the provisions in Section 3 of this Agreement and as outlined in the attachment Exhibit "B", "Financial Summary", which is herein incorporated by reference.
- (g) The DEPARTMENT, in consultation with the COUNTY, shall competitively solicit and negotiate pursuant to applicable law, the contract or contracts for professional services necessary to complete the PROJECT. The DEPARTMENT shall negotiate an amount not to exceed ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000.00) in any and all such contracts. The COUNTY shall incur no liability for any costs in excess of said funding amount unless there has been a duly authorized increase approved by the Board of County Commissioners. The terms and conditions of all such contracts, and their execution by the DEPARTMENT shall be subject to the express written approval of the COUNTY. In the event that the

COUNTY does not approve the execution of the Standard Professions Services Agreement, the DEPARTMENT shall return to the COUNTY any funds held in deposit and neither party shall bear any further responsibility or liability under this contract.

- (h) The DEPARTMENT's Consultant will not commence work on the PROJECT until COUNTY funding for the PROJECT is on deposit with the DEPARTMENT.
- (i) Upon the receipt, authorization and encumbrance of funding received from the COUNTY as a result of this Agreement, the DEPARTMENT's Consultant will commence work on the PROJECT.

3. Financial Provisions

- (a) The COUNTY agrees that it will, no later than thirty (30) calendar days after the DEPARTMENT's execution of this Agreement, furnish the DEPARTMENT an advance deposit in the amount of EIGHT HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$875,000.00) for full payment of the COUNTY's share of the estimated PROJECT cost for Locally Funded Project Number 422713-2-22-01. The advance deposit shall be the COUNTY's share of the total estimated PROJECT cost. The DEPARTMENT may utilize this deposit for payment of the costs of the PROJECT.
- (b) If the COUNTY's share of the accepted PROJECT cost 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 the selected Consulting Firm, whichever is earlier, so that the total deposit is equal to the COUNTY's share of the total PROJECT cost. The DEPARTMENT will notify the COUNTY as soon as it becomes apparent the accepted PROJECT cost 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 on final accounting as provided herein below. If the COUNTY cannot provide the additional deposit within fourteen (14) 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 a delay of the PROJECT.

- (c) If the accepted PROJECT cost is less than the estimated cost of the PROJECT, the DEPARTMENT will refund fifty percent (50%) of the amount, by which the estimated cost exceeds the actual PROJECT cost, if such refund is requested by the COUNTY in writing.

- (d) Should PROJECT modifications or changes 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 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 during the PROJECT and on final accounting as provided herein below. Funds due from the COUNTY 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 (F.S.)**.

- (e) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final payment to the Consultant. The DEPARTMENT considers the PROJECT complete when final payment has been made to the Consultant, not when the work is complete. All PROJECT cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the PROJECT. The COUNTY will be notified of the final cost. Both parties agree that in the event final accounting of the COUNTY's share of total PROJECT costs pursuant to the terms of this agreement is less than the total deposit to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.
- (f) In the event the final accounting of the COUNTY's share of total PROJECT costs is greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to **Section 55.03, F.S.**, on any invoice not paid within forty (40) calendar days until the invoice is paid.
- (g) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached Memorandum of

Agreement (MOA) between the COUNTY, Department and the State of Florida, Department of Financial Services, Division of Treasury.

- (h) Nothing in this Agreement shall be construed to violate the provisions of Section 339.135(6)(a), Florida Statutes, which provides 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 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.”

4. **Effective Date of this Agreement.** This Agreement shall become effective upon execution by the COUNTY and the DEPARTMENT and as of the date set forth on page one (1) hereof.
5. **Provisions Separable.** The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by

virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

6. **Amendment of Agreement.** This Agreement may only be amended by mutual agreement of the DEPARTMENT and the COUNTY, expressed in writing and executed and delivered by each.

7. **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered (personally, by courier service such as Federal Express, or by other messenger) against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

(a) If to the COUNTY: Miami-Dade County
111 NW 1st Street, Ste. 16th Floor
Miami, Florida 33128-1970
Attention: Esther L. Calas, P.E., Public Works Director
Phone: 305-375-2960; Fax: 305-375-3070

(b) If to the Department: Florida Department of Transportation
1000 NW 111 Avenue, Room 6202B
Miami, Florida 33172-5800
Attention: Michelle L. Meaux, JPA Coordinator
Phone: 305-470-5112; Fax: 305-470-5704

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

8. **Entire Agreement.** This Agreement, including its attached Exhibits, contain the sole and entire Agreement between the parties with respect to such subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

9. **Binding Effect.** This Agreement shall be binding upon the parties and their respective representatives, successors and assigns.
10. **Waiver.** Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.
11. **Captions.** The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.
12. **Absence of Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.
13. **Other Documents.** The parties shall take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for in this Agreement; provided that the parties further acknowledge that certain additional actions by the COUNTY may require approval by the COUNTY Commission, and, to the extent such approval is required by applicable law, obtaining such approval shall be a condition to the obligations of the COUNTY under this Section.
14. **Governing Law.** This Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. Venue for any judicial, administrative or other action to enforce or construe any term of this Agreement or

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arising from or relating to this Agreement shall lie exclusively in Miami-Dade County, Florida.

15. **Severability.** If any part of this Agreement is found invalid or unenforceable by any Court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written, MIAMI-DADE COUNTY, signing by and through its County Mayor or County Mayor's Designee, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, signing by and through its District Secretary, each duly authorized to execute same.

MIAMI-DADE COUNTY:

**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION:**

BY: _____
COUNTY MAYOR OR MAYOR'S DESIGNEE

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) COUNTY CLERK

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

COUNTY ATTORNEY

DISTRICT CHIEF COUNSEL

EXHIBIT 'A'

SCOPE OF SERVICES

The PROJECT is for the PD&E study to rehabilitate and/or replace the existing bridges that comprise of the Venetian Causeway from North Bayshore Drive to Purdy Avenue. Other feasible alternatives must be evaluated, which will include refinements, if applicable. However, since the primary goal is the rehabilitation/replacement of the existing bridges, unless avoidable, improvements along the existing corridor will be studied. Any information available from the COUNTY's Venetian Causeway Bridge Relocation Project will be utilized in order to avoid duplication of efforts.

PROJECT LIMITS: Venetian Causeway from North Bayshore Drive to Purdy Avenue

DEPARTMENT Financial Project Number: 422713-2-22-01

COUNTY: Miami-Dade

DEPARTMENT Project Manager: Nicholas Danu, P.E. 305-470-5219

Co-Project Manager: Jeannine Gaslonde, E.I. 305-470-5208

COUNTY Project Manager: Marcos Redondo, P.E. 305-375-3848

EXHIBIT 'B'
FINANCIAL SUMMARY

The DEPARTMENT's Work Program allocates the following funding, programmed under Financial Project Number 422713-2-22-01, for PROJECT completion:

<u>Fiscal Year:</u>	<u>Amount:</u>	<u>Fund Type:</u>
2011/2012	\$875,000.00	County Incentive Grant Program (CIGP)
2011/2012	<u>\$875,000.00</u>	Local Funds (LF)
TOTAL:	\$1,750,000.00	

MIAMI-DADE COUNTY'S FINANCIAL RESPONSIBILITY: **\$875,000.00**

EXHIBIT 'C'

MIAMI-DADE COUNTY RESOLUTION

To be attached hereto and incorporated herein once ratified by the Board of County Commissioners.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____, day of _____, 20__ , by and between the State of Florida, Department of Transportation, hereinafter referred to as "FDOT" and the State of Florida, Department of Financial Services, Division of Treasury, hereinafter referred to as "TREASURY" and Miami-Dade County, hereinafter referred to as the "Participant".

WITNESSETH

WHEREAS, "FDOT" is currently constructing the following project:

Financial Project Number: 422713-2-22-01
County: Miami-Dade County

hereinafter referred to as the "Project".

WHEREAS, FDOT and the Participant entered into a **Locally Funded Agreement** dated _____, wherein FDOT agreed to perform certain work on behalf of the Participant in conjunction with the Project.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of the FDOT and the Participant to establish an interest bearing escrow account to provide funds for the work performed on the Project on behalf of the Participant by the FDOT.

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

1. An initial deposit in the amount of \$875,000.00 (Eight Hundred Seventy Five Thousand Dollars) will be made by the Participant into an interest bearing escrow account established by the FDOT for the purposes of the project. Said escrow account will be opened with the TREASURY on behalf of the FDOT upon receipt of this Memorandum of Agreement. Such account will be an asset of FDOT.

2. Other deposits will be made only by the Participant upon review and acceptance of the additional costs in writing, and subsequent to approval of the Miami-Dade County Board of County Commissioners (BCC), as necessary to cover the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.

3. All deposits shall be made payable to the Department of Financial Services, Revenue Processing and mailed to the FDOT Office of Comptroller for appropriate processing at the following address:

Florida Department of Transportation
OOC-GOA, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

4. The FDOT's Comptroller and/or her designees shall be the sole signatories on the escrow account with the TREASURY and shall have sole authority to authorize withdrawals from said account.

5. Unless instructed otherwise by the parties hereto, all interest accumulated in the escrow account shall remain in the account for the purposes of the project as defined in the LFA.

6. The TREASURY agrees to provide written confirmation of receipt of funds to the FDOT.

7. The TREASURY further agrees to provide periodic reports to the FDOT.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
COMPTROLLER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF TREASURY

PARTICIPANT SIGNATURE

PARTICIPANT NAME & TITLE

PARTICIPANT ADDRESS

FEDERAL EMPLOYER I.D. NUMBER