

Financial Project ID: 209142-5-32,43,4B,52-62-01

Intersection Improvements at SR 104 / Dunn Avenue at Braddock Road

City of Jacksonville - LFA

LOCALLY FUNDED AGREEMENT (Lump Sum)

This Locally Funded Agreement (“Agreement”) is made and entered into by and between the State of Florida Department of Transportation (“Department”) and the City of Jacksonville (“Participant”).

-RECITALS-

1. It is in the mutual best interest of the parties to facilitate a transportation project associated with **Financial Project Number 209142-5-32,43,4B,52,62-01** (“Project”), for Intersection Improvements including Design, Right of Way acquisition, Construction, and Construction Inspection Engineering. (“Improvements”) on State Road 104 (“SR 104”), also referred to as Dunn Avenue, at Braddock Road, as indicated in attached **Exhibit “A”** and
2. The Department is fee simple owner of SR 104, and the Project is located on or within the SR 104 right of way (“Department Property”); and
3. The Participant has agreed to allocate funds in the amount of **Five Million Four Hundred Thousand AND NO/100 Dollars (\$5,400,000.00)** to help fund the Improvements, as outlined in **Exhibit “B”**; and
4. The Department and Participant previously executed a separate Locally Funded Agreement (LFA) on April 10, 2025, allocating funds in the amount of Six Hundred Thousand Dollars (**\$600,000.00**) for the Design of Signal Improvements at SR 104 / Dunn Avenue at Braddock Road; attached as **Exhibit “C”**
5. A copy of the Participant’s letter of intent authorizing funding for the Project is attached as **Exhibit “D”**;

NOW, THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS & EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The “Effective Date” of this Agreement shall be the date the last of the parties to be charged executes this Agreement.

3. E-VERIFY

The Participant (A) 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 Participant during the term of the contract; and (B) shall expressly require any 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 subcontractor during the contract term.

4. FINANCIAL PROVISIONS

A. The Participant’s funding obligation pursuant to this Agreement shall be in the amount of **Five Million-Four Hundred Thousand and NO/100 Dollars (\$5,400,000.00)** (“Participant Funds”).

B. The Participant Funds shall be paid to the Department in a lump sum payment pursuant and via the **Project Number 209142-5-32,43,4B,52,62-01**. The Participant shall remit the Participant Funds during the fiscal year 2025-2026 at least fourteen (14) calendar days prior to the Department’s advertising the

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Project for bid and no later than **March 30, 2026**. The Department may utilize this contribution for payment of the costs of the Project.

In the event actual cost of the Project is less than the Participant Funds, the excess monies will be applied to any other phase of the Project, within the sole discretion of the Department.

Payment of funds pursuant to this Agreement will be made directly to the Department for deposit.

C. Contact Persons:

Participant:
City of Jacksonville
R. Brett James, Director
Planning and Development Department
Transportation Planning Division
214 N. Hogan Street, Suite 300
Jacksonville, FL 32202
www.jacksonville.gov

Federal Employer ID # (FEIN): F596000344225

Department:
Attention: Kim Evans, District Local Programs Administrator
Florida Department of Transportation – District 2 – Program Management
1109 South Marion Avenue
Lake City, Florida 32025
Phone: 386-961-7402
Kimberly.evans@dot.state.fl.us

5. NOTICE

All notices, communications and determinations between the parties and those required to be given under this Agreement, including, without limitation, any change to a party's notification address, shall be in writing and shall be sufficient if delivered by registered or certified mail to the parties at the addresses provided in the Financial Provisions section of this Agreement.

6. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

7. INDEMNIFICATION

A. The Participant shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Participant's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Participant's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Participant shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Participant's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written

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notice of claim for indemnification to the Participant. The Participant's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

8. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. The limit of the Department's liability for breach of this Agreement shall be identical to the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

9. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

10. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of this Agreement.

11. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Participant and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

12. JURY TRIAL

The parties hereby waive right to trial by jury of any dispute concerning the validity, interpretation, performance or breach of this Agreement.

13. ASSIGNMENT

The Participant shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing in this Agreement shall prevent the Participant from delegating its duties under the Agreement, but such delegation shall not release the Participant from its obligation to perform the Agreement.

14. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for in the Agreement.

15. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

16. ENTIRE AGREEMENT

This instrument contains the entire understanding of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties with respect to the subject matter of this Agreement are waived and superseded by this Agreement.

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17. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

18. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

19. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment of the rights provided in this Agreement and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

20. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

21. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

22. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound by the same so long as principle purposes of the Agreement remain enforceable.

23. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

24. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

25. TERM OF AGREEMENT

This Agreement shall continue in effect and be binding on the parties until the construction of the Project is completed. The Department shall not be obligated or liable hereunder to any party other than the Participant.

26. WARRANTY

The Participant warrants that it has not employed or obtained any company or person, other than bona fide employees of the Participant to solicit or secure this Agreement and the Participant has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the Participant. For breach or violation of this provision, the Department shall have the right to terminate the Agreement without liability.

27. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

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B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Agency or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Agency's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@ dot.State.FL.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

28. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Participant if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"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 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to

Revised Exhibit 3
Rev Lump Sum Agmt

January 21, 2026 - TEU

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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.”

IN WITNESS WHEREOF, intending to be legally bound, the parties hereby execute this Agreement consisting of nine (9) pages.

ATTEST:

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Printed Name: _____

Title: _____

Date: _____

FDOT Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

ATTEST:

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF JACKSONVILLE

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____

Legal Counsel for Participant

EXHIBIT "A"

Financial Project ID: 209142-5-32,43,4B,52-62-01

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PROJECT DESCRIPTION AND RESPONSIBILITIES

PROJECT LOCATION: SR 104 / Dunn Avenue at Braddock Road

PROJECT DESCRIPTION: Intersection Improvements including Design, Right of Way acquisition, Construction, and Construction Inspection Engineering.

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EXHIBIT "B"
PROJECT BUDGET

PARTICIPANT'S PARTICIPATION AMOUNT: \$ 5,400,000.00

FUNDS ARE DUE FOR DEPOSIT ON OR BY March 30, 2026

EXHIBIT "C"

PREVIOUSLY EXECUTED LFA

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DocuSign Envelope ID: 9FADE0E7-3D22-4243-A0EE-1E45E853ACD8

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Design of Signal Improvements at SR 104 / Dunn Avenue at Braddock Road
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LOCALLY FUNDED AGREEMENT (Lump Sum)

This Locally Funded Agreement ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the City of Jacksonville ("Participant").

-RECITALS-

1. It is in the mutual best interest of the parties to facilitate a transportation project associated with **Financial Project Number 209142-5-32-01** for the design of Intersection Improvements ("Improvements") on State Road 104 ("SR 104"), also referred to as Dunn Avenue, at Braddock Road, as indicated in attached **Exhibit "A"** and
2. The Department is fee simple owner of SR 104, and the Project is located on or within the SR 104 right of way ("Department Property"); and
3. The Participant has agreed to allocate funds in the amount of Six-Hundred-Thousand-Dollars (**\$600,000.00**) to help fund the Improvements, as outlined in **Exhibit "B"**; and
4. A copy of the Participant's letter of intent authorizing funding for the Project is attached as **Exhibit "C"**.

NOW, THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS & EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes this Agreement.

3. E-VERIFY

The Participant (A) 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 Participant during the term of the contract; and (B) shall expressly require any 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 subcontractor during the contract term.

4. FINANCIAL PROVISIONS

A. The Participant's funding obligation pursuant to this Agreement shall be in the amount Six-Hundred-Thousand Dollars (**\$600,000.00**) ("Participant Funds").

B. The Participant Funds shall be paid to the Department in a lump sum payment pursuant and via the **Project Number 209142-5-32-01**. The Participant shall remit the Participant Funds during the fiscal year 2024-2025 at least fourteen (14) calendar days prior to the Department's advertising the Project for bid and no later than **May 30, 2025**. The Department may utilize this contribution for payment of the costs of the project.

In the event actual cost of the Project is less than the Participant Funds, the excess monies will be applied to any other phase of the Project, within the sole discretion of the Department.

Payment of funds pursuant to this Agreement will be made directly to the Department for deposit.

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C. Contact Persons:

Participant:
City of Jacksonville
R. Brett James, Director
Planning and Development Department
Transportation Planning Division
214 N. Hogan Street, Suite 300
Jacksonville, FL 32202
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Department:
Attention: Kim Evans, District Local Programs Administrator
Florida Department of Transportation – District 2 – Program Management
1109 South Marion Avenue
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B. The Participant shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Participant's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Participant. The Participant's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

8. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. The limit of the Department's liability for breach of this Agreement shall be identical to the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

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9. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida

10. INITIAL DETERMINATION OF DISPUTES

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11. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Participant and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

12. JURY TRIAL

The parties hereby waive right to trial by jury of any dispute concerning the validity, interpretation, performance or breach of this Agreement.

13. ASSIGNMENT

The Participant shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing in this Agreement shall prevent the Participant from delegating its duties under the Agreement, but such delegation shall not release the Participant from its obligation to perform the Agreement.

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This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for in the Agreement.

15. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

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17. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

18. SUFFICIENCY OF CONSIDERATION

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By their signature below, the parties acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

19. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment of the rights provided in this Agreement and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

20. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

21. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

22. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound by the same so long as principle purposes of the Agreement remain enforceable.

23. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

24. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

25. TERM OF AGREEMENT

This Agreement shall continue in effect and be binding on the parties until the construction of the Project is completed. The Department shall not be obligated or liable hereunder to any party other than the Participant.

26. WARRANTY

The Participant warrants that it has not employed or obtained any company or person, other than bona fide employees of the Participant to solicit or secure this Agreement and the Participant has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the Participant. For breach or violation of this provision, the Department shall have the right to terminate the Agreement without liability.

27. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Agency or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Agency's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@ dot.State.FL.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

28. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Participant if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

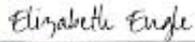
"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation 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 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."

Financial Project ID: 209142-5-32,43,4B,52-62-01
Intersection Improvements at SR 104 / Dunn Avenue at Braddock Road
City of Jacksonville - LFA

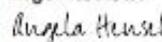
DocuSign Envelope ID: 5BCD77ED-CB13-4929-AA28-9462B450E6AC
DocuSign Envelope ID: 9FA0E0E7-3D22-4243-A0EE-1E45EB53ACDB

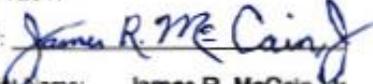
Financial Project ID: 209142-5-32-01
Design of Signal Improvements at SR 104 / Dunn Avenue at Braddock Road
City of Jacksonville - LFA

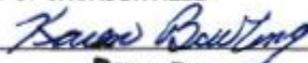
IN WITNESS WHEREOF, intending to be legally bound, the parties hereby execute this Agreement consisting of nine (9) pages.

ATTEST: DocuSigned by
By: 
345582A03C314AA
Print Name: Elizabeth Engle
Title: Executive Secretary
Date: 04/15/2025 | 4:53 PM EDT

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By: 
345582A03C314AA
Printed Name: Greg Evans
Title: D2 Secretary
Date: 04/15/2025 | 4:25 PM EDT

FDOT Legal Review:
By: 
345582A03C314AA
Office of the General Counsel
Florida Department of Transportation

ATTEST:
By: 
Print Name: James R. McCain, Jr.
Title: Corp Sec.
Date: 4/10/25

CITY OF JACKSONVILLE
By: 
Printed Name: Donna Deegan
345582A03C314AA
Title: Mayor Karen Bowling
Chief Administrative Officer
For Mayor Donna Deegan
Date: 4/10/2025 Under Authority Of:
Executive Order No: 2023-02
Legal Review:
By: _____
Legal Counsel for Participant

FORM APPROVED

By: 
Office of General Counsel

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Financial Project ID: 209142-5-32,43,4B,52-62-01
Intersection Improvements at SR 104 / Dunn Avenue at Braddock Road
City of Jacksonville - LFA

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DocuSign Envelope ID: 9FADE0E7-3D22-4243-A0EE-1E45EB53ACDB

Financial Project ID: 209142-5-32-01
Design of Signal Improvements at SR 104 / Dunn Avenue at Braddock Road
City of Jacksonville - LFA

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

PROJECT LOCATION: SR 104 / Dunn Avenue at Braddock Road

PROJECT DESCRIPTION: design of intersection improvements

Financial Project ID: 209142-5-32,43,4B,52-62-01

Intersection Improvements at SR 104 / Dunn Avenue at Braddock Road

City of Jacksonville - LFA

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DocuSign Envelope ID: 9FADE0E7-3D22-4243-A0EE-1E45EB53AGDB

Financial Project ID: 209142-5-32-01

Design of Signal Improvements at SR 104 / Dunn Avenue at Braddock Road

City of Jacksonville - LFA

EXHIBIT "B"

PROJECT BUDGET

PARTICIPANT'S PARTICIPATION AMOUNT:

\$ 600,000

FUNDS ARE DUE FOR DEPOSIT ON OR BY May 30, 2025

Financial Project ID: 209142-5-32,43,4B,52-62-01
Intersection Improvements at SR 104 / Dunn Avenue at Braddock Road
City of Jacksonville - LFA

DocuSign Envelope ID: 5BCD77ED-CB13-4929-AA26-9462B450E6AC
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Financial Project ID: 209142-5-32-01
Design of Signal Improvements at SR 104 / Dunn Avenue at Braddock Road
City of Jacksonville - LFA

EXHIBIT "C"

PARTICIPANT'S Letter of Intention



City of Jacksonville, Florida
Donna Deegan, Mayor

Planning and Development Department
Transportation Planning Division
214 N. Hogan Street, Suite 300
Jacksonville, Florida 32202
(904) 255-7800
www.jacksonville.gov

December 4, 2024

Florida Department of Transportation
c/o Mr. James Knight
2198 Edison Avenue
Jacksonville, FL 32204

Re: Braddock Rd and Dunn Avenue Intersection Signalization Funding Plan

Dear Mr. Knight:

This letter is to inform you of the City of Jacksonville's efforts to allocate funding for the signalization of the intersection of Braddock Road and Dunn Avenue in the amount of \$600,000 in FY25 for initial design and Right-of-Way acquisition. The actual funding is subject to City Council approval.

My point of contact is Laurie Santana, Chief of Transportation Planning, at (904) 255-7800.

Sincerely,



R. Brett James, Director

CC: Nina Sickler, Public Works Department

1 Introduced by the Council President at the request of the Mayor:

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ORDINANCE 2025-141-E

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BE IT ORDAINED by the Council of the City of Jacksonville:

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Section 1. Appropriation. For the 2024-2025 fiscal year, within the City's budget, there are hereby appropriated the indicated sum(s) from the account(s) listed in subsection (a) to the account(s) listed in subsection (b):

(B.T. 25-050, attached hereto as **Exhibit 1**, and incorporated herein by this reference):

(a) Appropriated from:

1 See B.T. 25-050 \$600,000.00

2 (b) Appropriated to:

3 See B.T. 25-050 \$600,000.00

4 (c) Explanation of Appropriation

5 The funding above represents an appropriation of
6 \$600,000.00 from the Mobility Plan Project - Zone 04
7 Account to the Dunn Avenue at Braddock Road Signal
8 Improvements-Engineering and Design Account in connection
9 with the signalization design at the Dunn Avenue and
10 Braddock Road intersection ("Project").

11 **Section 2. Purpose.** The purpose of the appropriation in
12 Section 1 is to provide funding for the Project. A signal is warranted
13 based on the existing traffic volumes and will help reduce severe
14 crashes and reduce delays for traffic.

15 **Section 3. Approval and authorization to execute.** There
16 is hereby approved, and the Mayor, or her designee, and the
17 Corporation Secretary are hereby authorized to execute and deliver
18 the Locally-Funded Grant Agreement between FDOT and City of
19 Jacksonville regarding the Project, attached hereto as **Exhibit 2** and
20 incorporated herein by this reference, wherein the City agrees to pay
21 FDOT the sum of \$600,000 for signalization design of the Dunn Avenue
22 and Braddock Road intersection.

23 **Section 4. Capital Improvement Plan Amendment.** Ordinance
24 2024-505-E, adopting the 2025-2029 Five-Year Capital Improvement Plan
25 (the "CIP") for the City and certain of its independent agencies, is
26 hereby amended to reflect this appropriation of funds to the Project,
27 as more fully described in the Project Information Sheet attached
28 hereto as **Exhibit 3** and incorporated herein by this reference. The
29 City Council finds that the deferral of this amendment of the CIP
30 until the next annual budget and CIP review will be detrimental to
31 the best interests of the community because a traffic signal is

1 warranted at the Dunn Avenue and Braddock Road intersection as soon
2 as possible.

3 Pursuant to Section 122.605(c), Ordinance Code, enactment of
4 this Ordinance requires the affirmative vote of two-thirds of the
5 City Council members present at the meeting because of the CIP
6 amendment set forth in this section. This Ordinance shall constitute
7 an amendment to Ordinance 2024-505-E. In all other respects, the
8 Five-Year Capital Improvement Plan approved by Ordinance 2024-505-E
9 shall remain unchanged and continue in full force and effect.

10 **Section 5. Oversight.** The Engineering and Construction
11 Management Division of the Department of Public Works shall oversee
12 the project described herein.

13 **Section 6. Effective Date.** This Ordinance shall become
14 effective upon signature by the Mayor or upon becoming effective
15 without the Mayor's signature.

16

17 Form Approved:

18

19 _____ /s/ Harry M. Wilson, IV

20 Office of General Counsel

21 Legislation Prepared By: Harry M. Wilson, IV

22 GC-#1671881-v1-BT_25-050_Ordinance.docx



OFFICE OF MAYOR DONNA DEEGAN

ST. JAMES BUILDING
117 WEST DUVAL STREET, SUITE 400
JACKSONVILLE, FLORIDA 32202

PH: (904) 255-5000
FAX: (904) 255-5032
www.coj.net

EXECUTIVE ORDER NO. 2023-02

TO: Karen Bowling, Chief Administrative Officer

FROM: Donna Deegan, Mayor

SUBJECT: Delegation of Authority to Sign Documents on Behalf of the Mayor

By virtue of the authority vested in me as Mayor by the Charter of the City of Jacksonville and by Section 20.107, *Ordinance Code*, and as chief executive and administrative officer of the Consolidated Government, it is ordered as follows:

Section 1. Discussion. The Mayor is required by various laws and ordinances to sign a great many documents (the term "document" in this Executive Order includes applications, contracts, notices, real estate instruments, and other documents that must be recorded in the public records of Duval County and other formal and official papers) during the course of a day, a week, a month, or a year. In many cases, the final recommendation as to whether I should sign a document will have been made by you, as my Chief Administrative Officer, in which recommendation I shall concur before I sign the document. As Chief Administrative Officer, you are one of my direct links with the departments, agencies, and other entities both within and without the Consolidated Government, and you have my complete confidence as evidenced by my appointment of you to that position pursuant to authority contained in Section 6.07, Charter of the City of Jacksonville. Consequently and because of the tremendous paperwork burden in the Office of the Mayor, it is my intention in this Executive Order to authorize you to sign all documents which I am required to sign except, as expressly provided herein, specified classes of documents which many, by their very nature, must be personally signed by the Mayor. Notwithstanding anything in this Executive Order to the contrary, it is my intent that this authority shall be supplemental to, but shall not replace, any similar authority which may be given to other persons for the purposes stated herein.

Section 2. Delegation of Authority. Pursuant to the authority contained in Section 20.107, *Ordinance Code*, you, as an administrative aide to the Mayor appointed pursuant to authority of Section 6.07, Charter of the City of Jacksonville, and designated as my Chief Administrative

Officer, are hereby authorized to sign on behalf of the Mayor, in written, electronic, and digital signatures, and with no other approval of the Mayor being necessary, all documents requiring the Mayor's signature **except** for the classes of documents designated in paragraphs (a) through (f) below:

- (a) legislative measures which have passed the Council and which have been transmitted to the Mayor for approval or disapproval under Section 6.05, Charter of the City of Jacksonville;
- (b) messages returning legislative measures to the Council expressing my disapproval of them under Section 6.05, Charter of the City of Jacksonville;
- (c) the selection of persons in order of preference for negotiations under Section 126.304, *Ordinance Code*;
- (d) proclamations and Executive Orders;
- (e) documents which I have authorized other persons to sign on my behalf under another delegation of authority pursuant to Section 20.107, *Ordinance Code*; and
- (f) documents which are required by federal, state, or local law to be signed by the Mayor in his *personal and individual* capacity.

Section 3. Documents Which Must Be Recorded in the Public Records of Duval County. From time to time, it is necessary for me to sign certain real estate documents (including, but not limited to, deeds, easements, licenses, and leases), and other documents that must be recorded in the public records of Duval County (the "Recorded Documents"). The authority to sign documents contained in this Executive Order also relates to and specifically includes such Recorded Documents. The authority herein is neither prohibited nor limited by Sections 2 (e) or (f) of this Executive Order. The Corporation Secretary is directed to take appropriate steps to have this Executive Order recorded in the public records of Duval County as notice of this authority.

Section 4. Personal Authority; Reservation to Modify Authority. The authority contained in this Executive Order is personal to you as a mayoral aide and as my designated Chief Administrative Officer. Where necessary and required, you shall reference this Executive Order as your written authority to sign documents on behalf of the Mayor. The authority contained in this Executive Order is not exclusive and I reserve the right under Section 20.107, *Ordinance Code*, to confer such authority on others, revoke or reduce this authority at any time, or impose conditions in writing for the further exercise of this authority; *provided however*, any such revocation of the authority shall not be effective against *bona fide* purchasers without notice.

Financial Project ID: 209142-5-32,43,4B,52-62-01

Intersection Improvements at SR 104 / Dunn Avenue at Braddock Road

City of Jacksonville - LFA

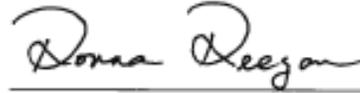
DocuSign Envelope ID: 5BCD77ED-CB13-4929-AA28-9462B450E6AC

Approved as to conformity with
sound fiscal policy:



Michael Weinstein, Interim Director of Finance

Approved and Issued:



Donna Deegan, Mayor

Approved as to Form:



Robert M. Rhodes, Acting General Counsel

Approval Date: July 1, 2023

Effective Date: July 1, 2023

EXHIBIT "D"

PARTICIPANT'S Letter of Intention for additional \$5,400,00



A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Planning Department
Ed Ball Building
214 North Hogan Street, Suite 300
Jacksonville, FL 32202
(904) 255-7800
www.jacksonville.gov

September 30, 2025

Florida Department of Transportation
c/o Mr. James Knight
2198 Edison Avenue
Jacksonville, Florida 32204

RE: Braddock Road and Dunn Avenue Intersection Improvements

Dear Mr. Knight:

This letter is to inform you of the City of Jacksonville's efforts to allocate funding for Braddock Road and Dunn Avenue Intersection Improvements in the amount of \$4.2 million. The City intends to commit to an additional \$1.2 million in the future subject to Mobility and Fair Share funding availability. Project funding is for intersection improvements that include design, right-of-way acquisition and construction costs.

If you need additional information, please contact Laurie Santana, Chief of Transportation Planning, at (904) 255-7800.

Sincerely,

Helena A. Parola, MAURP
Director
Planning Department
(904) 255-7842
HParola@coj.net

Copy to:

Nina Sickler, Director, Public Works Department
Laurie Santana, Chief, Transportation Planning Division