

FM #: 422710-5-52-01
 LFA: CITY OF NORTH PORT
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**LOCALLY FUNDED AGREEMENT
 BETWEEN
 THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 AND
 CITY OF NORTH PORT**

This is an Agreement between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, "DEPARTMENT") and CITY OF NORTH PORT, a political subdivision of the State of Florida, (hereinafter, "AGENCY") for the AGENCY to provide all required funds to the DEPARTMENT for painting a total of eleven (11) mast arms and signal assemblies at the intersections of Salford Boulevard, Cocoplum Driveway and Sumter Boulevard at US 41 with a powder coated paint finish.

WITNESSETH

- A. WHEREAS, the DEPARTMENT has included in its Five Year Work Program in Fiscal Year 2016/2017; and
- B. WHEREAS, the AGENCY requested the DEPARTMENT to paint a total of eleven (11) mast arms and signal assemblies at the following locations: Four (4) at the intersection of Salford Boulevard at US 41, Four (4) at the intersection of Cocoplum Driveway at US 41, and Three (3) at the intersection of Sumter Boulevard at US 41 with a powder coated paint finish colored to match the other traffic signal pole and mast arm assemblies on US 41 within the City of North Port (See **Exhibit 2**), under **FM #: 422710-5-52-01** (hereinafter, the "PROJECT"); and
- C. WHEREAS, the DEPARTMENT and AGENCY desire to enter into this Locally Funded Agreement to set forth the terms and conditions upon which AGENCY shall provide funding for PROJECT; and
- D. WHEREAS, the AGENCY, by Resolution dated the ____ day of _____, 20__, a copy of which is attached hereto and made a part hereof as **Exhibit 1**, has authorized the Mayor or designee to enter into this Agreement.

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

1. The foregoing recitals are true and correct and are hereby adopted incorporated into and made a part of this Agreement by reference, as if fully set forth herein.
2. The AGENCY agrees that it will, at least fourteen (14) calendar days prior to DEPARTMENT's advertising the PROJECT for bid, furnish the DEPARTMENT a deposit in the amount of **TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$27,500.00) FOR FM#: 422710-5-52-01**. The Department may utilize this deposit for payment of the costs of the PROJECT.
3. In the event where estimated costs are in excess of the advance deposit amount, the AGENCY agrees to provide additional funds, as needed, to complete the PROJECT within fourteen (14) calendar days upon notification from the DEPARTMENT.

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4. If the actual cost of the PROJECT is less than the funds provided the excess will be:

(1) Refunded to the Agency if requested in writing.

5. All deposits shall be made payable to the Florida Department of Transportation:

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

1. All notices under the Agreement shall be directed to the following contact persons:

TO DEPARTMENT:

Jobin C. Abraham
 Local Program Coordinator
 Florida Department of Transportation
 801 N. Broadway Avenue
 Bartow, Florida 33830
 (863)519-2324
Jobin.abraham@dot.state.fl.us

TO AGENCY:

Benjamin E. Newman, P.E. Project Engineer
 City of North Port
 4970 City Hall Blvd
 North Port, Florida 34286
 (941) 240-8320
bnewman@cityofnorthport.com

6. Failure of the AGENCY to deposit said amount shall be grounds for termination of this Agreement.

7. This Agreement shall continue in effect and be binding on the parties until the PROJECT is completed. **However, the obligation to maintain the PROJECT after completion as per the "TRANSPORTATION ON SYSTEM POST PROJECT MAINTENANCE AGREEMENT BETWEEN FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF NORTH PORT", "FPID#: 422710-5-52-01" dated _____, further described in Exhibit 2, shall survive the terms of this Agreement.**

8. All tracings, plans, specifications, maps and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the DEPARTMENT without restriction or limitation on their use.

9. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the AGENCY. The AGENCY shall not be obligated or liable hereunder to any party other than the DEPARTMENT.

10. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

11. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning

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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 representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document and executed by both parties.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, AGENCY has caused this Agreement to be executed in its behalf through its Mayor or its designee. As authorized by Resolution Number _____, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee: This Agreement shall become effective on:

Department to enter date.

LOCAL AGENCY

**CITY OF NORTH PORT, a political
subdivision of the State of Florida**

By: its City Commissioners

By: _____
Mayor

Date: _____

ATTEST:

By: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

EXECUTIVE SECRETARY (SEAL)

BY: _____
DISTRICT SECRETARY OR DESIGNEE
DISTRICT ONE

PRINT NAME: _____ DATE: _____

PRINT NAME: _____ DATE: _____

FLA. DEPT. OF TRANS. LEGAL REVIEW

BY: _____ DATE: _____