

**LOCALLY FUNDED AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF NAPLES**

This is an Agreement between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, "DEPARTMENT") and CITY OF NAPLES hereinafter, "CITY") for the CITY to provide the DEPARTMENT with a lump sum amount to redesign and construct a Texas Barrier Wall on Mooringline Drive Bridge @ Bridge #030125.

W I T N E S S E T H

- A. WHEREAS, the DEPARTMENT has included in its Five Year Work Program to provide maintenance of Mooringline Drive Bridge @ Bridge #030125 to minimize future settlement, and seawall repairs; and
- B. WHEREAS, the CITY requested that the DEPARTMENT construct a Texas Barrier Wall (hereinafter, the "PROJECT"); and
- C. WHEREAS, the DEPARTMENT'S design build contractor has agreed to this set amount to redesign and construct a Texas Barrier Wall on Mooringline Drive Bridge @ Bridge #030125; and
- D. WHEREAS, the DEPARTMENT and the CITY desire to enter into this Lump Sum Non-reimbursable Locally Funded Agreement to set forth the terms and conditions upon which the CITY shall provide funding for PROJECT; and
- E. WHEREAS, the City, by Resolution dated the \_\_\_\_\_ day of \_\_\_\_\_, 2010, a copy of which is attached hereto and made a part hereof, 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 CITY agrees that it will, furnish the DEPARTMENT with a **lump sum non-refundable deposit in the amount of FORTY ONE THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS AND TWENTY-NINE CENTS (\$41,841.29)** upon execution of this Agreement.
- 2. All deposits shall be made to the Department of Transportation and mailed as follows:
  - Florida Department of Transportation
  - OOC-GAO, LFA Section
  - 605 Suwannee Street, MS42B
  - Tallahassee, Florida 32399

A copy shall be sent to:

Karen Miracola, District One  
District One LFA /JPA Coordinator  
Florida Department of Transportation  
P.O. Box 1030  
Fort Myers, Florida 33902-1030

3. Failure of the CITY to deposit said amount shall be grounds for termination of this Agreement.
4. All costs, records and accounts may be subject to audit by a representative of the CITY within three (3) years after final closeout of the project. No separate records will be kept by the DEPARTMENT.
5. This Agreement shall continue in effect and be binding on the parties until the PROJECT is completed.
6. 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.
7. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the CITY.
8. 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.
9. 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 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.

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IN WITNESS WHEREOF, the CITY OF NAPLES 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.

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**CITY OF NAPLES, FLORIDA**

ATTEST

\_\_\_\_\_  
CLERK (SEAL)

\_\_\_\_\_  
MAYOR OR DESIGNEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME DATE

CITY OF NAPLES LEGAL REVIEW:

BY: \_\_\_\_\_  
DATE

**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