

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CHARLOTTE COUNTY**

This is an Agreement between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, "DEPARTMENT") and the CHARLOTTE COUNTY a political subdivision of the State of Florida, (hereinafter, "AGENCY") for the AGENCY to provide a lump sum deposit to the DEPARTMENT to support the construction of CR-775 OVER OYSTER CREEK - BRIDGE NO 010063.

W I T N E S S E T H

- A. WHEREAS, the DEPARTMENT has included the work listed below in its Five-Year Work Program in Fiscal Year 2023/2024; and
- B. WHEREAS, the AGENCY has agreed to contribute monies to the DEPARTMENT for:

The design of the permanent repairs of CR 775 Over Oyster Creek, Bridge No. 010063, Roadway ID 01060000, MP 8.039, in Charlotte County. (26.922667, -82.331500) of a light pole at northwest corner is fallen and lying next to the adjacent pedestrian bridge. The south bulkhead at the west angle break, south of Pile 2-3, one panel to the west, two panels to the east and the angle break panel have an area of undermining up to 4in. high x full penetration, with backfill leakage. As well as additional damage to three highway lighting poles, and scope change on repair method for bulkhead, with additional change in scope for method of repair.

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 (See **Exhibit "B", Estimated Schedule of Funding**, attached and incorporated by reference) for the PROJECT; and

- C. WHEREAS, the AGENCY, by Resolution dated the _____ day of _____, 2024, a copy of which is attached hereto and made a part hereof as **Exhibit A** has authorized the Chairperson 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 after the execution of this agreement, furnish the DEPARTMENT with a lump sum non-refundable deposit in the amount of **Six Hundred Seventy-Nine Dollars and Sixty Cents (\$679.60)** to be used for the project cost for **locally funded project number #452967-1-32-01**. The Department will utilize this deposit for payment of the costs of the PROJECT.

3. As the deposit is non-refundable, the DEPARTMENT will not refund any monies in the event the project costs less than the deposit. In the event the project costs more than the deposited amount, the DEPARTMENT agrees to pay the difference.

4. 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

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

TO DEPARTMENT:
Holly Randolph
Local Program Coordinator
Florida Department of Transportation
801 N. Broadway Avenue
Bartow, Florida 33830
(863) 519-2225
holly.randolph@dot.state.fl.us

TO AGENCY:
Jeff Litherland, P.E.
Projects Engineer
Charlotte County Public Works
7000 Florida Street
Punta Gorda, Florida 33950
(239)-242-3224
Jeff.Litherland@charlottecountyfl.gov

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

6. This Agreement shall continue in effect and be binding on the parties until the PROJECT is completed.

7. 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.

8. 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.

9. 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.

10. 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.

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

IN WITNESS WHEREOF, the AGENCY has caused this Agreement to be executed in its behalf through its Chairperson 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.

CHARLOTTE COUNTY, FLORIDA

ATTEST

BY: _____

BY: _____
Chairperson

PRINT NAME

PRINT NAME

TITLE DATE

CHARLOTTE LEGAL REVIEW:

BY: _____
DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

BY: _____

BY: _____
District One Secretary or Designee

PRINT NAME

PRINT NAME

TITLE DATE

TITLE DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY: _____

DS
DC

EXHIBIT B

ESTIMATED SCHEDULE OF FUNDING

Financial Management Number:

452967-1-32-01

Lump Sum

CR-775 Over Oyster Creek – Bridge No. 010063 Permanent Repairs

Construction	
Phase:	Amount:
32	\$679.60
Total Contribution (Local Agency):	\$679.60

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