JOINT PROJECT AGREEMENT BETWEEN POLK COUNTY AND CITY OF EAGLE LAKE FOR THE NORTHWEST WAHNETA DRAINAGE IMPROVEMENT PROJECT

This agreement ("Agreement") is entered into by and between Polk County, a political subdivision of the State of Florida, ("COUNTY") and the City of Eagle Lake, a Florida Municipal Organization, organized and existing under the laws of the State of Florida, ("CITY").

WITNESSETH:

WHEREAS, the COUNTY is planning to construct the Northwest Wahneta Drainage Improvement Project ("Project"). The Project includes drainage improvements along Richburg Road, Pine Street, Oak Street, Maple Street, and Cypress Street within the Wahneta area of unincorporated Polk County; and

WHEREAS, the CITY owns or desires to relocate and install certain potable water distribution lines which are located within the limits of the Project and depicted on Construction Plans prepared by Pennoni Associates, Inc. as Exhibit "A" attached hereto.

WHEREAS, the COUNTY Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment or removal of CITY water lines.

WHEREAS, the COUNTY intends to enter into a Construction Contract with an professional contractor that possess either a underground utility or general contractor license in the State of Florida (COUNTY CONTRACTOR)

WHEREAS, the COUNTY and the CITY have determined that it would be in the best interest of the public and to the economic advantage of both parties to enter into an agreement to construct and re-locate the CITY water lines by the COUNTY CONTRACTOR and

WHEREAS, the CITY, pursuant to the terms and conditions hereof, will bear all costs associated with the location (vertically and/or horizontally), protection, relocation, installation, adjustment, or removal of the City's water lines.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the COUNTY and the CITY hereby agree as follows:

1. Construction and Relocation of City Water Lines

- a. The COUNTY has solicited bids for construction of the Northwest Wahneta Drainage Improvement Project.
- b. The construction plans within the bid solicitation include relocation and improvements to the CITY water lines as depicted in Exhibit "A".
- c. The CITY has provided the COUNTY construction bid specifications for the water line improvements. The COUNTY has included said bid specifications within the bid solicitation to retain the COUNTY CONTRACTOR.
- d. The COUNTY will administer and oversee the contract with the COUNTY CONTRACTOR.
- e. The CITY will conduct their own inspections of the work performed on potable water lines by the COUNTY CONTRACTOR. The CITY shall be responsible for coordination with all regulatory agencies associated with the construction of the new water lines.
- f. The CITY shall be responsible for supervising all pressure tand bacteria testing required for the new water lines.

2. Cost of Construction

- a. The CITY shall be financially responsible for all line-item costs associated with the construction and re-location of the CITY water lines. This shall also include 5% of the COUNTY CONTRACTORS maintenance of traffic and clearing & grubbing charges.
- b. The COUNTY agrees that it will, no more than thirty (30) days following the completion and acceptant of the

water line relocations by the CITY, furnish the CITY with an invoice for 100% of the costs associated with the construction and re-location of the CITY water lines.

3. Default

- a. In the event the CITY breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the COUNTY may exercise one more of the following options, provided that at no time shall the COUNTY be entitled to receive double recovery of damages:
 - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **COUNTY**.
 - (2) Suspend the issuance of further permits to the CITY for the placement of Facilities on COUNTY property if the breach is material and has not been cured within 60 days from written notice thereof from the COUNTY until such time as the breach is cured.
 - (3) Pursue a claim for damages suffered by the COUNTY.
 - (4) Pursue any other remedies legally available.
 - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event the COUNTY breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the CITY may exercise one or more of the following options:
 - Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the CITY.
 - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties or from any statutory obligations that either party may have with regard to the subject matter hereof.

4. Liability

- a. To the extent provided by law, the COUNTY hereby agrees to be responsible for any loss, damage, liability, expense, penalty, fine, suit, action, claim and any expense whatsoever arising from or caused solely by any act or omission of the COUNTY, its officers, employees, contractors, or agents.
- b. To the extent provided by law, the CITY hereby agrees to be responsible for any loss, damage, liability, expense, penalty, fine, suit, action, claim and any expense whatsoever arising from or caused solely by any act or omission of the CITY, its officers, employees, contractors, or agents.
- c. Nothing herein shall be deemed a waiver, express or implied, of either party's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

5. Miscellaneous

- Time is of the essence in the performance of all obligations under this Agreement.
- b. Either party may unilaterally terminate this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the party in conjunction with this Agreement.
- c. Neither the CITY nor the COUNTY shall be liable to the other for any failure to perform under this Agreement to the extent performance is prevented by an act of God, war, riots, natural catastrophe, or other event

beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

d. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Unless otherwise notified in writing, notices shall be sent to the following addresses:

Notice to Polk County shall be:

Director, Roads and Drainage Division Polk County Board of County Commissioners 3000 Sheffield Road Winter Haven, FL 33880

with a copy to: County Attorney Polk County Board of County Commissioners 330 West Church Street Bartow, FL 33830 Notice to the City shall be: Director, Public Works City of Eagle Lake 75 N. 7th Street Eagle Lake, FL 33839

With a copy to: City Attorney City of Eagle Lake 75 N. 7th Street Eagle Lake, FL 33839

- e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the COUNTY has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- f. This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances, rules and regulations of Polk County including, but not limited to the Polk County Comprehensive Plan, Land Development Code and Utility Code, and any amendments thereto in effect as of the Effective Date of this Agreement. The Parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.
- g. This Agreement shall be effective upon the date of execution of the last Party ("Effective Date").
- h. A waiver by any Party of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either Party with the knowledge of the other Party's existing default or breach of this Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.
- i. Neither the COUNTY nor the CITY shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, riots, labor disputes, natural catastrophe, or any event beyond the control of the nonperforming party and which could have been avoided or overcome by exercise of due diligence, provided that the party claiming excuse from performance has:
 - 1. Promptly notified the other party of the occurrence and its estimated duration.
 - 2. Promptly remedied or mitigated the effects of the occurrence and its estimated duration.
 - 3. Resume performance as soon as possible.
- j. Except as noted in Section 4 above, each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

k.	This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.
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IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

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CITY OF EAGLE LAKE CITY COMMISSIONERS	POLK COUNTY BOARD OF COUNTY COMMISSIONERS
By: Suzy Wilson, Mayor	By:Chairman
Date: 6/3 3004	Date:
ATTEST: Dawn Wright, City Clerk	ATTEST: Stacy M. Butterfield, Clerk to the Board
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Know what's below.
Call before you dig.



WATER MAIN AND SERVICE GREEN ACRES AREA -LINE IMPROVEMENTS

EXHIBIT "A"

EAGLE LAKE, POLK COUNTY, FLORIDA

PREPARED FOR: OWNER

CITY OF EAGLE LAKE

EAGLE LAKE, FLORIDA 33839 75 N 7TH STREET (863) 293-4141





PENNONI ASSOCIATES INC.

401 Third Street SW Winter Haven, FL 33880 T 863,324,1112 F 863,294,5185 CDA #00007819

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Sheet List Table



GREEN ACRES AREA - WATER MAIN AND SERVICE LINE IMPROVEMENTS

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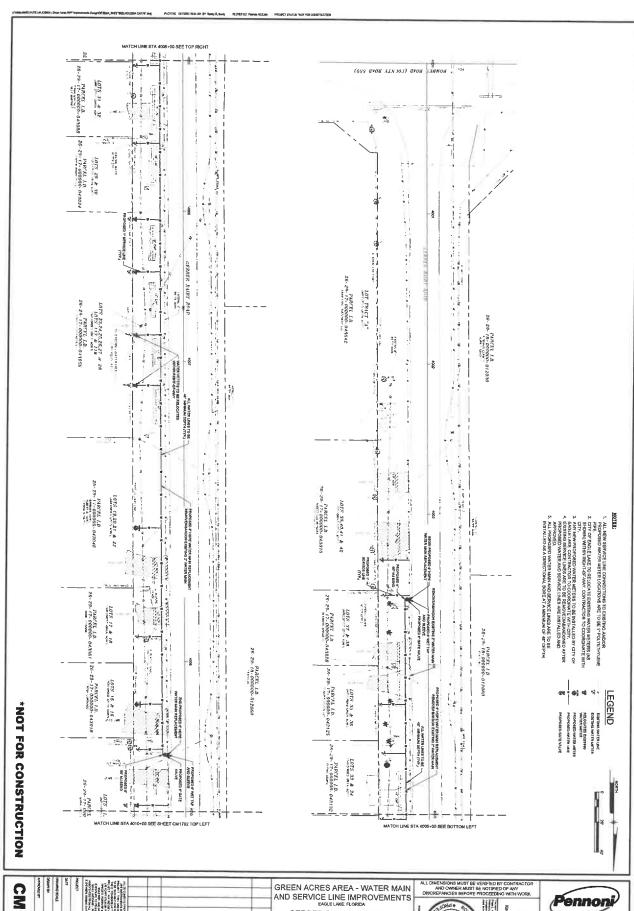
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PENNONI ASSOCIATES INC. 401 Third Street SW Winter Haven, FL 33880 T 863,324,1112 F 863,294,6185 COA #00007819

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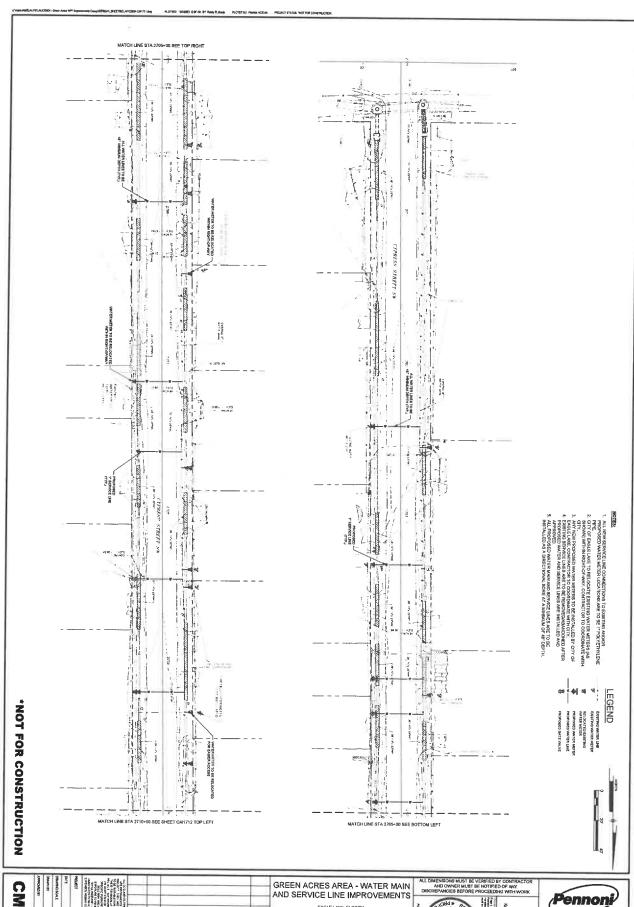
GREEN ACRES AREA - WATER MAIN AND SERVICE LINE IMPROVEMENTS

EMILETAVE FLORIDA
GERBER DAIRY RD PLAN
VIEW 2 OF 2
CITY OF EAGLE LAKE
75 N 71'N STREET
EAGLE LAKE FLORIDA 33839





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EAGLE LAKE FLORIDA
CYPRESS ST SW PLAN VIEW
1 OF 2
CITY OF EAGLE LAKE

75 N 7TH STREET EAGLE LAKE, FLORIDA 33839





PENNONI ASSOCIATES INC. 401 Third Street SW Winter Haven, FL 33880 T 863.324.1112 F 863.294,6185 COA #00007819

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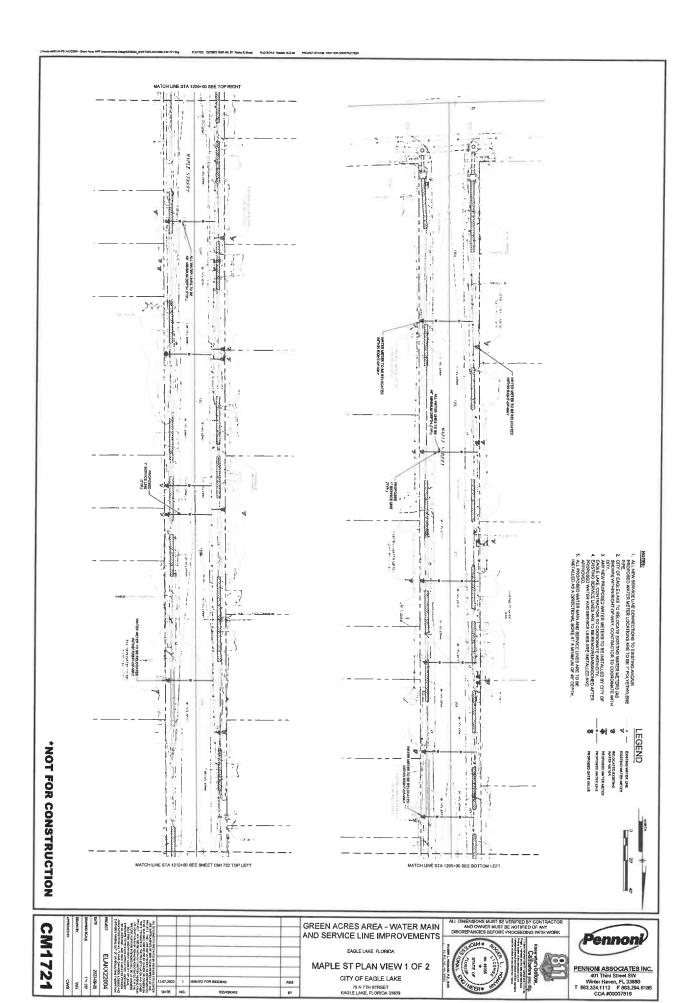
GREEN ACRES AREA - WATER MAIN ND SERVICE LINE IMPROVEMENTS EAGLE LAKE, FLORIDA

CYPRESS ST SW PLAN VIEW
2 OF 2
CITY OF EAGLE LAKE
75 N 7TH 51 PRET
EAGLE LAKE, 07600 33839

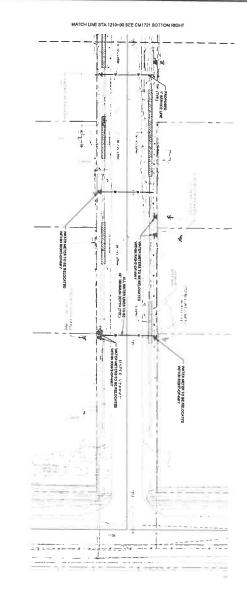




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*NOT FOR CONSTRUCTION



ALL PROPOSED WATER MAIN AND SERVICE LINES ARE TO BE INSTALLED AS A DIRECTIONAL BORE AT A MINIMUM OF 48" DEPTH.

NOTE:

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GREEN ACRES AREA - WATER MAIN IND SERVICE LINE IMPROVEMENTS

EAGLE LAKE, FLORIDA

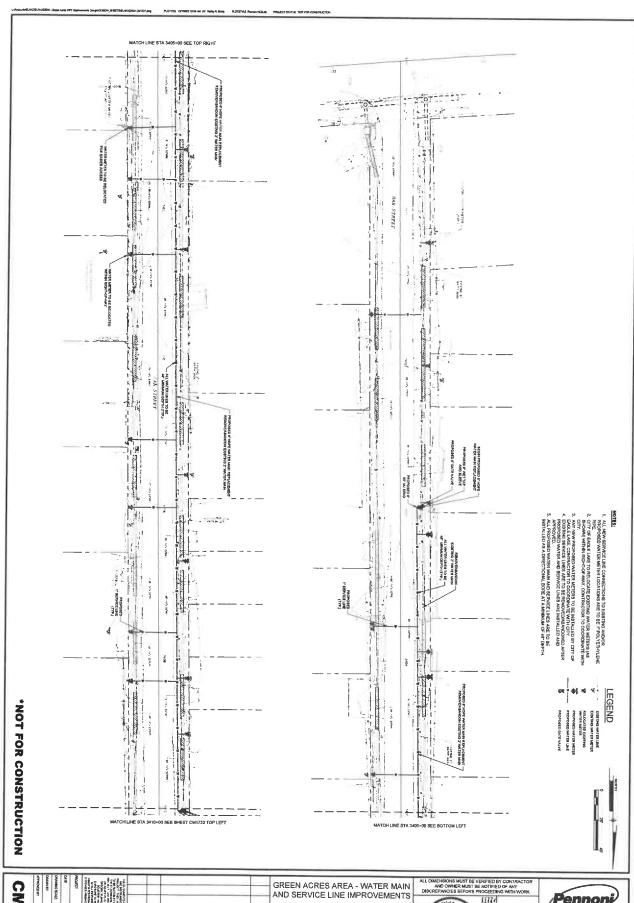
MAPLE ST PLAN VIEW 2 OF 2

CITY OF EAGLE LAKE 75 N 77H STREET EAGLE LAKE, PLORIDA 13839





PENNONI ASSOCIATES INC. 401 Third Street SW Winter Haven, FL 33880 T 863.324.1112 F 863.294.6185 COA #00007619





OAK ST PLAN VIEW 1 OF 2

CITY OF EAGLE LAKE 75 N 7TH STREET EAGLE LAKE, FLORIDA 33839





PENNONI ASSOCIATES INC. 401 Third Street SW Writer Haven, FL 33880 T 863,324,1112 F 863,294,6185 COA #00007819

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GREEN ACRES AREA - WATER MAIN AND SERVICE LINE IMPROVEMENTS

EAGLE LAKE, FLORIDA

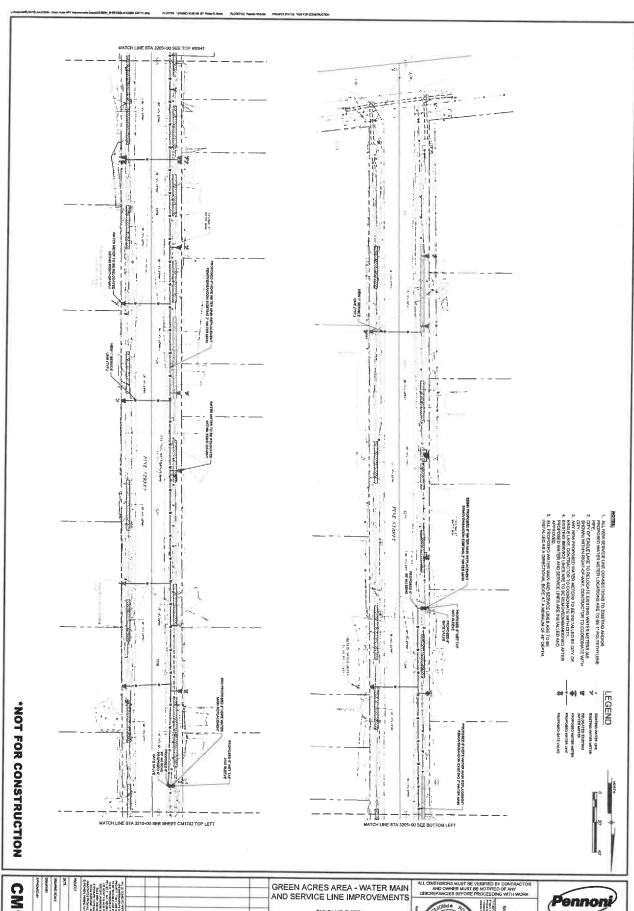
OAK ST PLAN VIEW 2 OF 2

CITY OF EAGLE LAKE 75 N 7TH STREET EAGLE LAKE, FLORIDA 33839





PENNONI ASSOCIATES INC. 401 Third Street SW Winter Haven, FL 33880 T 863,324,1112 F 863,294,5185 COA #00007819



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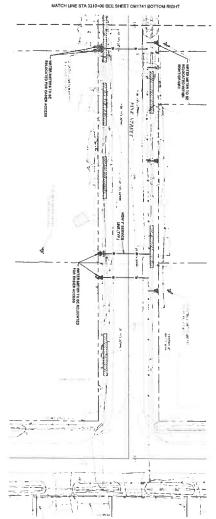
PINE ST PLAN VIEW 1 OF 2

CITY OF EAGLE LAKE 75 N 77TH STREET EAGLE LAKE, FLORIOA 33839





PENNONI ASSOCIATES INC. 401 Third Street SW Winter Haven, FL 33880 T 863,324,1112 F 863,294,6165 COA #00007819



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GREEN ACRES AREA - WATER MAIN AND SERVICE LINE IMPROVEMENTS

PINE ST PLAN VIEW 2 OF 2

CITY OF EAGLE LAKE 75 N 7TH STREET EAGLE LAKE, FLORIDA 33839





PENNONI ASSOCIATES INC. 401 Third Street SW Winter Haven, FL 33880 T 863,324,1112 F 863,294,6185 COA #00007819

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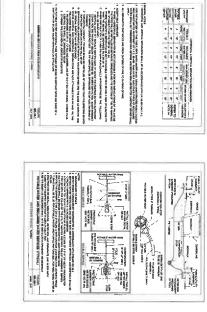
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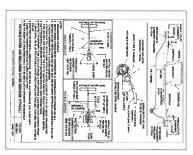
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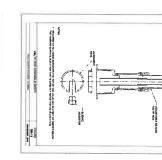
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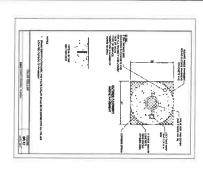
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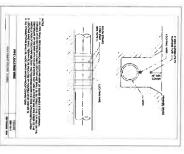
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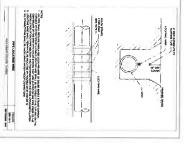
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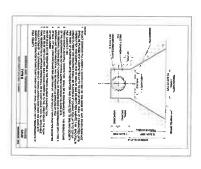
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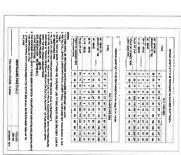
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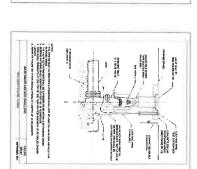


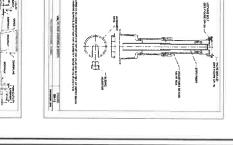


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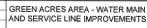
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UTILITY DETAILS CITY OF EAGLE LAKE
75 N 7TH STREET
EAGLE LAKE, FLORIDA 33838





PENNONI ASSOCIATES INC. 401 Third Street SW Wirter Haven, FL 33880 T 963,324,1112 F 863,294,6185 COA #00007819