

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

This is an Agreement between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, "DEPARTMENT") and POLK COUNTY, a political subdivision of the State of Florida, (hereinafter, "AGENCY") for the AGENCY to provide a lump sum deposit to the DEPARTMENT for the design of The Ridge Scenic Highway (RSH) Connector Trail proposed east of Scenic Highway along Central Ave, 3rd Street, Seminole Ave and north on Scenic Highway to connect to the existing Lake Wales Trail Way.

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 2025; and
- B. WHEREAS, the AGENCY has agreed to contribute monies to the DEPARTMENT for:
- Designing an ADA-compliant 8-foot-wide to 12-foot-wide multi-use path with a length of approximately 0.55 miles.
 - Begin trail will be located on the north side of E. Central Ave. at the existing parking lot and will follow E. Central Ave. to N. 3rd St., Where it turns North.
 - Along N. 3rd St., the trail is located on the west side of the road from E. Central Ave. to E Park Ave., where it will tie to the existing trail. The existing trail will remain between E. Park. Ave. and E. Sessoms Ave.
 - The trail will tie to the existing trail at E. Sessoms Ave. and continue north on the west side of N. 3rd St. to E. Seminole Ave.
 - At E. Seminole Ave. the trail turns west and continues on the north side of the roadway to N. Scenic Hwy.
 - At the northeast corner of E. Seminole Ave. and N. Scenic Hwy., the trail turns north and is located on the east side of N. Scenic Hwy. The trail terminus will connect to the existing Lake Wales Trailway and proposed trail head (by others) south of Kissimmee Ave.
- 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 (See Exhibit "B", Estimated Schedule of Funding, attached and incorporated by reference) for the 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 A** has authorized the City Manager 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 **\$281,547.88 Two Hundred, Eight-One Thousand, Five Hundred Forty-Seven Dollars (88/100 cents)** to be used for the project cost for **locally funded project number #452132-2-32-01**. 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:
Marquis Daymon
Local Program Coordinator
Florida Department of Transportation
801 N. Broadway Avenue
Bartow, Florida 33830
(863) 519-2612
Marquis.Daymon@dot.state.fl.us

TO AGENCY:
Daren Carriere, PE
Project Management
Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880
863-535-2276
Darencarriere@polk-county.net

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 of 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.

**(THE REMAINDER OF THIS PAGE HAS BEEN LEFT
BLANK INTENTIONALLY)**

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

**POLK COUNTY, FLORIDA
LOCAL AGENCY**

ATTEST

BY: _____

BY: _____

PRINT NAME

PRINT NAME

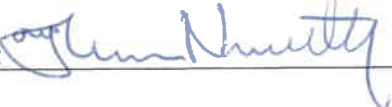
TITLE

DATE

TITLE

DATE

POLK COUNTY 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: _____ 

EXHIBIT B
ESTIMATED SCHEDULE OF FUNDING

Financial Management Number:
452132-2-32-01

Project Description

| Design | |
|---|----------------------|
| Phase: 32 | Amount: |
| Local Contribution Added | \$ 281,548.00 (LF) |
| Total Contribution (Local Agency): | \$ 281,548.00 |

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