

RESOLUTION NO. 06-26

A RESOLUTION AUTHORIZING EXECUTION OF A LOCAL AGENCY AGREEMENT TERMINATION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Marco Island on June 22, 2005 entered into a Local Agency Program Agreement (hereinafter, "LAP") in connection with constructing an eight (8) foot wide cantilever pedestrian bridge along North Collier Boulevard on the northbound and southbound lanes over Smokehouse Bay in the City of Marco Island; and

WHEREAS, the State of Florida Department of Transportation and the City of Marco Island, Florida, agreed to terminate the agreement and services at the present status and in accordance with Section 8.01 of the LAP Agreement; and

WHEREAS, the State of Florida Department of Transportation has reimbursed the City of Marco Island under the terms of the LAP Agreement the sum of \$0.00 leaving a balance of \$0.00 still due and payable to the State of Florida Department of Transportation by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARCO ISLAND, FLORIDA:

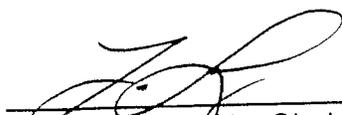
Section 1. The foregoing findings are incorporated herein by reference and made a part hereof.

Section 2. The City Council hereby ratifies the City's subsequent entry into a Local Agency Program Agreement Termination. The Chair of the City Council is hereby directed and authorized to execute and deliver to the State of Florida Department of Transportation a Local Agency Program Agreement Termination for the aforementioned contemplated projects upon presentation of said Agreement by staff.

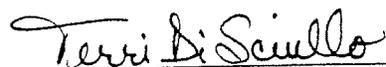
Section 3. This Resolution shall take effect immediately upon its adoption.

Passed in open and regular session of the City Council of the City of Marco Island, Florida, this 21st day of August 2006.

Attest:



Laura Litzan, City Clerk



Terri DiSciullo, Council Chairwoman

COPY

TERMINATION AGREEMENT
CONTRACT NUMBER AO 241
FINANCIAL PROJECT NUMBER 408077-1
FEDERAL AID PROJECT NUMBER 3251 007 P

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT TERMINATION

THIS TERMINATION AGREEMENT made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter "DEPARTMENT") and CITY OF MARCO ISLAND (hereinafter, "AGENCY").

WITNESSETH

1. WHEREAS, the DEPARTMENT and the AGENCY on June 22, 2005 entered into a Local Agency Program Agreement (hereinafter, "LAP") in connection with the construction of a 8 foot wide cantilever pedestrian bridge along North Collier Blvd. on the northbound and southbound lanes over Smokehouse Bay; and
2. WHEREAS, the DEPARTMENT and the AGENCY have mutually agreed to terminate the agreement and services at the present status of completion and in accordance with Section 8.01 of the LAP Agreement; and
3. WHEREAS, the DEPARTMENT has reimbursed the AGENCY under the terms of the LAP Agreement the sum of \$0.00 leaving a balance of \$0.00 still due and payable to the AGENCY by the DEPARTMENT.

NOW THEREFORE, in accordance with terms of the executed LAP Agreement, the parties agree as follows:

1. The AGENCY agrees to termination of the LAP Agreement dated June 22, 2005 with the DEPARTMENT.
2. The AGENCY agrees that all provisions in the LAP Agreement relating to the AGENCY'S indemnification of the DEPARTMENT survives termination of the LAP Agreement and shall remain in full force and effect. The AGENCY agrees pursuant to the terms of the LAP Agreement to continue to protect, indemnify, defend, save, and hold harmless the DEPARTMENT from all claims, demands or liabilities which may arise out of or because of the LAP Agreement.
3. The AGENCY shall be reimbursed by the DEPARTMENT for all work completed up to and including the effective date of this Termination Agreement.
4. The AGENCY shall not be reimbursed for any work completed after the effective date of this Termination Agreement.
5. The AGENCY shall not be reimbursed for any work completed prior to the effective date of this Termination Agreement that fails to meet with the standards specified by the DEPARTMENT.
6. Upon execution of this Termination Agreement, the DEPARTMENT shall reimburse the AGENCY the sum of \$0.00, which the AGENCY agrees represent the balance due to the AGENCY and is the final payment for services rendered pursuant to the LAP Agreement.

IN WITNESS WHEREOF, the **CITY OF MARCO ISLAND** has caused this Agreement to be executed in its behalf, by the Chair of the City Council or its designee, as authorized by **Resolution Number 06-26**, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee:

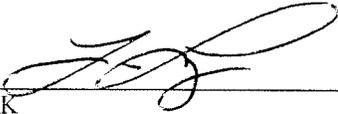
CITY OF MARCO ISLAND

BY:



CHAIR OF THE CITY COUNCIL OR
DESIGNEE

ATTEST:



CLERK

CITY OF MARCO ISLAND LEGAL REVIEW:



ATTORNEY

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

BY:

DIRECTOR OF TRANSPORTATION
DEVELOPMENT

DEPARTMENT LEGAL REVIEW:

SENIOR ATTORNEY