RESOLUTION NO. 05-28

A RESOLUTION AUTHORIZING EXECUTION OF A LOCAL AGENCY AGREEMENT 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 desire to facilitate the installation of a citywide traffic signalization control devices system in the City of Marco Island; and

WHEREAS, the State of Florida has requested that the City of Marco Island, Florida, execute and deliver to the State of Florida Department of Transportation a Local Agency Agreement for the aforementioned contemplated projects so as to effectuate a Local Agency Program status by the City for oversight and management of design and construction projects financed by future state and federal funds.

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 Agreement. 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 Agreement 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 2nd day of May 2005.

Attest:

Laura Litzan, City Clerk

Vickie Kelber, Council Chairwoman

State of Florida Department of Transportation

LOCAL AGENCY PROGRAM AGREEMENT

FPN No. 415541-1	Fund: XU	FLAIR Approp:
Federal No: 8887 095 A	Org. Code: 55014010106	FLAIR Obj.:
FPN No.	Fund:	FLAIR Approp:
Federal No:	Org. Code:	FLAIR Obj.:
County No. 03	Contract No:	Vendor No.: F 593479845006

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and The City of Marco Island; 50 Bald Eagle Drive, Marco Island, Florida 34145 hereinafter called the Agency.

W I T N E S S E T H:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 334.044, Florida Statutes to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in Traffic Control Devices/System and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the project, and to provide departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Modifications and Additions: Exhibit(s) A,B are attached hereto and by this reference made a part hereof.

2.00 Accomplishment of the Project:

2.01 General Requirements: The Agency shall commence, and complete the project as described in EXHIBIT "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before 12/28/2007. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.