

RESOLUTION NO. 87-228

WHEREAS, the Florida Department of Transportation is prepared to participate under the Local Government Cooperative Assistance Program pursuant to Section 335.20 Florida Statutes at no more than 20% of the estimated eligible cost for the construction of a two-lane controlled access facility from SR 5 to SR 207as Phase I, to be offset from centerline to allow for future four-laning; and

WHEREAS, a grade separation is also required at the FEC Railroad and Phase II will extend SR 312 from SR 207 to SR 16 with the future four-laning to be done by subsequent phases.

NOW THEREFORE BE IT RESOLVED, this 27th day of October, 1987, approving a Local Government Cooperative Assistance Program Joint Participation Agreement between the State of Florida Department of Transportation and the Board of County Commissioners of St. Johns County, Florida for SR 312 Extension and authorizing the Chairman to execute same.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: *Phyllis L. Lydon*  
Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

By: *Cheryl Kent*  
Deputy Clerk

\*\*\*\*\*  
WPI NO. 2126808 FUND \_\_\_\_\_ SAMAS APPROP. \_\_\_\_\_  
JOB NO. 78000-3605 FUNCTION \_\_\_\_\_ SAMAS OBJ. \_\_\_\_\_  
F.A. NO. \_\_\_\_\_ ORG. CODE \_\_\_\_\_  
CONTRACT NO. \_\_\_\_\_ VENDOR NO. \_\_\_\_\_  
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LOCAL GOVERNMENT COOPERATIVE ASSISTANCE PROGRAM  
JOINT PARTICIPATION AGREEMENT  
BETWEEN  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY  
FOR  
SR 312 (EXTENSION)  
WPI PROJECT NO. 2126808

THIS AGREEMENT, made and entered into this 7th day of December, 1987,  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter  
called the "DEPARTMENT", and BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY,  
hereinafter called the "LOCAL GOVERNMENT."

WITNESSETH

WHEREAS, the DEPARTMENT is prepared to participate under the Local Government Cooperative Assistance Program pursuant to Section 335.20 F.S. at no more than 20% of the estimated eligible cost of the "PROJECT" described as follows: SR 312 (EXTENSION) consists of constructing a two-lane controlled access facility from SR 5 (US 1) to SR 207 as Phase I, to be offset from centerline to allow for future four-laning. A grade separation is also required at the FEC Railroad. Phase II will extend SR 312 from SR 207 to SR 16 with the future four-laning to be done by subsequent phases. Right-of-way acquisition and/or construction associated with Phase I and Phase II are hereinafter called the "PROJECT", and,

WHEREAS, the LOCAL GOVERNMENT has satisfied the requirements of Rule 14-89, F.A.C. and the PROJECT is eligible for participation in the Local Government Cooperative Assistance Program pursuant to Section 335.20, F.S.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation in the PROJECT, the parties agree to the following:

1. The purpose of this agreement is to provide for the allocation of state financial assistance to eligible local governments on projects eligible pursuant to F.S. 335.20, Rule 14-89, F.A.C. and/or the Florida Transportation Plan.

2. The Local Government will prepare the plans, specifications and estimates for the project. Projects on the State Highway System will incorporate Department Standards and will be reviewed and approved by the DEPARTMENT prior to letting.

3. The LOCAL GOVERNMENT will let and administer the PROJECT. The LOCAL GOVERNMENT shall obtain a permit from the DEPARTMENT prior to entering upon DEPARTMENT Right-of-Way to accomplish the construction.

4. The LOCAL GOVERNMENT agrees to administer this PROJECT in compliance with all laws governing the DEPARTMENT.

5. No amount of funds provided pursuant to this Agreement shall be expended for the relocation of utility lines, including but not limited to, electric utilities, sewers, and natural gas utilities.

6. The DEPARTMENT shall provide the LOCAL GOVERNMENT no more than 20% of the PROJECT'S estimated eligible cost. The DEPARTMENT'S participation is not to exceed \$1,000,000.000. The terms of disbursement are indicated in this paragraph below but in no case shall an advance exceed the expected cash needs of the LOCAL GOVERNMENT within the initial three (3) months. Thereafter, disbursements shall only be made on a reimbursement basis, upon submission of paid contractor estimates.

The local government shall submit monthly invoices in a format acceptable to the DEPARTMENT. The submittal shall be made in quintuplicate. Payments shall be made to the LOCAL GOVERNMENT for a portion of the lump sum fee(s) equal to the percentage of work completed on the PROJECT, as approved by the DEPARTMENT.

7. The LOCAL GOVERNMENT is ultimately responsible for all cost overruns.

8. At the discretion of the DEPARTMENT, the DEPARTMENT may agree, in writing to participate in cost overruns on a PROJECT, subject to availability of funds; such participation is limited to twenty percent of eligible cost overruns.

9. In the event this Contract is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one year, the provisions of Chapter 339.135(8)(a), Florida Statutes are hereby incorporated.

"The Department shall not, during any fiscal year, incur any liability, or enter into any contract which by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void and no money shall be paid thereon. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for a period exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department in excess of \$25,000.00 and having a term for a period of more than one year."

10. The LOCAL GOVERNMENT agrees to keep complete records and accounts in order to record complete and correct entries as to all cost, expenditures and other items incidental to the offering for public bid and prosecution and construction of the PROJECT. No funds provided by the DEPARTMENT shall be expended for other than eligible expenses for the PROJECT.

Such books and records shall be available at all reasonable times for examination and audit by the DEPARTMENT, as well as other State and Federal auditors. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the DEPARTMENT of any fees, expenses or costs based on such entries.

11. The LOCAL GOVERNMENT agrees to keep such records and accounts and to require any and all contractors and subcontractors to keep such records and accounts as may be necessary to substantiate its request for payment from the DEPARTMENT. Such books and records shall be available at all reasonable times

for examination and audit by the DEPARTMENT and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to the Agreement. Incomplete or incorrect entries in such books and records shall be grounds for disallowance by the DEPARTMENT or any fees or expenses based upon such entries.

12. The LOCAL GOVERNMENT warrants that it has not employed or obtained any company or person, other than bona fide employees or consultants of the LOCAL GOVERNMENT to solicit or to secure this Agreement and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee or consultant employed by the LOCAL GOVERNMENT. For the breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability at its discretion and to withhold additional payments or funds budgeted and allocated for the PROJECT.

13. This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered under any circumstances by the LOCAL GOVERNMENT without the prior written consent of the DEPARTMENT. However, the Agreement shall be binding to the DEPARTMENT and its successors.

14. To the extent allowed by the laws of Florida, the LOCAL GOVERNMENT hereby agrees to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or occurrence or omission or commission of the LOCAL GOVERNMENT, its agents, or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its sole negligence or breach of contract. Performance of this Agreement is the specific consideration from the DEPARTMENT to the LOCAL GOVERNMENT for the LOCAL GOVERNMENT'S indemnity

agreement. LOCAL GOVERNMENT agrees to have its construction contractor indemnify the DEPARTMENT in the same language as the LOCAL GOVERNMENT.

15. This agreement shall continue in effect and be binding on both the LOCAL GOVERNMENT and the DEPARTMENT until the PROJECT is completed, final costs are known and appropriate reimbursements are made by the LOCAL GOVERNMENT or DEPARTMENT.

16. If the LOCAL GOVERNMENT abandons the PROJECT or for any reason the commencement, prosecution, or timely completion of the PROJECT by the LOCAL GOVERNMENT is rendered improbable, infeasible, impossible, or illegal, the DEPARTMENT may, by written notice to the LOCAL GOVERNMENT, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the DEPARTMENT may terminate any or all of its obligations under this Agreement.

17. The DEPARTMENT shall exclude all PROJECT costs incurred by the LOCAL GOVERNMENT prior to the effective date of this Agreement or prior to the date of the PROJECT grant application.

18. If the PROJECT is on the State Highway System the MBE requirements of 49 CFR Part 23 and Section 339.0805, F.S., shall apply to the Agreement. Minority business enterprises and disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of PROJECT contracts.

19. The LOCAL GOVERNMENT and its contractors shall not discriminate on the basis of race, age, color, national origin, or sex in the award and performance of PROJECT contracts and the selection of applicants for employment in connection with the carrying out of any PROJECT.

20. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

21. The parties agree that venue for any legal proceedings arising out of this agreement shall be in Leon County, Florida.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has caused this JOINT PROJECT AGREEMENT to be executed in its behalf this 27 day of October, 1987 by the CHAIRMAN, authorized to enter into and execute same by Resolution No. 87-228 of the Board on the 27 day of October, 1987.

LOCAL GOVERNMENT

BY: Phyllis L. Lydon

TITLE: Chairman

ATTEST: Cheryl Kent (SEAL)

TITLE: Deputy Clerk

DEPARTMENT OF TRANSPORTATION

APPROVED FOR FUNDING:

[Signature]  
COMPTROLLER

NOV 23 1987  
FUNDS AVAILABL  
APPROVED - FISC

APPROVED AS TO FORM, LEGALITY AND EXECUTION

[Signature]  
ASSISTANT ATTORNEY  
DEPARTMENT OF TRANSPORTATION

[Signature]  
for DEPUTY ASSISTANT SECRETARY  
DISTRICT 2

ATTEST: [Signature] (SEAL)  
EXECUTIVE SECRETARY  
OR NOTARY



Florida



Department of Transportation

BOB MARTINEZ  
GOVERNOR

KAYE N. HENDERSON  
SECRETARY

Post Office Box 1089  
Lake City, FL 32056-1089  
October 20, 1987

Mr. R. Daniel Castle  
St. Johns County Administrator  
Post Office Drawer 349  
St. Augustine, FL 32085-0349

Re: Local Government Cooperative Assistance Program  
Joint Participation Agreement

Dear Mr. Castle:

Enclosed are five (5) copies of the subject JPA for processing. Please return four (4) executed copies with original signatures to this office along with a County Resolution authorizing the Chairman's signature.

This agreement is for funding on SR 312 (Extension) between SR 5 (US 1) and SR 207. The Department's participation shall be no more than 20% of eligible costs and not exceed \$1,000,000.

Should there be questions concerning this agreement, please call me at (904) 752-3300.

Sincerely,

A handwritten signature in cursive script, appearing to read "W. D. MacLaren".

W. D. MacLaren  
Acting District Director Planning & Program

WDM:JBD:dhb  
enc.

cc: Mr. Charlie Space