

**RESOLUTION NO. 97-85**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ACCEPTING MAINTENANCE RESPONSIBILITY FOR DURBIN CREEK BRIDGE.**

**WHEREAS**, the Florida Department of Transportation (FDOT) is preparing to undertake a project which is known as Durbin Creek Bridge Replacement, Racetrack Road over Durbin Creek, Bridge Number 784033, WPI No. 2126819, State Project Number 78000-3528-912, which will be of benefit to St. Johns County and will be constructed at no expense to the County; and

**WHEREAS**, approval of Federal Aid to the FDOT necessary for the project requires acceptance of the Joint Maintenance Agreement by St. Johns County.

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida

**SECTION 1:** That the Board of County Commissioners accepts the Joint Maintenance Agreement offered by the Florida Department of Transportation

**SECTION 2:** That after the Durbin Creek Bridge Replacement is constructed, the Board of County Commissioners hereby accepts maintenance of said bridge.

**PASSED AND ADOPTED THIS** 27 **DAY OF** May **1997.**

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

**BY:** 

**Chairman**

**ATTEST: CHERYL STRICKLAND, CLERK**

**BY** 

**Deputy Clerk**

WPI No. 2126819  
Job No. 78000-3528-912  
Fed No. BRF-2922-(1)

### MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 1997, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT" and St. Johns County, Florida, hereinafter called the "AGENCY".

### WITNESSETH

WHEREAS, the DEPARTMENT is preparing to undertake a project which is known as Durbin Creek Bridge Replacement, Race Track Road over Durbin Creek, Bridge Number 784033, WPI No. 2126819, State Project No. 78000-3528-912, which will be of benefit to the AGENCY; and

WHEREAS, approval of Federal Aid necessary to the project requires agreement by the AGENCY to maintain the project.

NOW, THEREFORE, in consideration of the premises, the parties agree:

1. The DEPARTMENT will undertake the project and obtain approval for federal participation.
2. Upon completion and acceptance the AGENCY will assume responsibilities for maintenance in accordance with the federally approved state standards.
3. To the extent permitted by law, the AGENCY shall indemnify, defend, save and hold harmless the DEPARTMENT and all its officers, agents, or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because, or due to breach of this agreement by the AGENCY, its subcontractor, agents or employees, or due to any negligent act, or occurrence of omission or commission of the AGENCY, its subcontractors, agents or employees. Neither the AGENCY nor any of its agents will be liable under this section for damages arising out of injury or damages to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees. The parties agree that this clause shall not waive the provisions of Section 768.28, F.S. or any similar provision of law.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals on the day and year first above written.

WPI No. 2126819  
Job No. 78000-3528-912  
Fed No. BRF-2922-(1)  
AGREEMENT DATE \_\_\_\_\_

AGENCY:

BY: Nicholas M. Meiszer

TITLE: **NICHOLAS M. MEISZER  
COUNTY ADMINISTRATOR**

DATE: MAY 30 1997

ATTEST: Lena Pavetta

(Seal) TITLE: Deputy Clerk (Seal)

APPROVED AS TO FORM:

[Signature]  
AGENCY Attorney

DATE: 5 Jun 97

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
District Secretary  
District Two

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Executive Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Attorney, Department of Transportation

DATE: \_\_\_\_\_