

RESOLUTION 97-90

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN AGREEMENT BETWEEN ST. JOHNS COUNTY AND FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF LANDSCAPING AND RIGHT-OF-WAY FOR PORTIONS OF S.R. A1A.

WHEREAS, the Board of County Commissioners in 1993 requested landscaping on S.R. A1A North from the southern extent of 4-lane roadway (Mile Post 2.401) to the Duval County line (Mile Post 7.151) using federal funds available to the Florida Department of Transportation through the Transportation Enhancement Program; and

WHEREAS, the Board of County Commissioners has requested installation of right-of-way landscaping through the public hearing processes for the proposed 4 laning of S.R. A1A south from Owens Avenue (Mile Post 9.782) to Sandpiper Boulevard (Mile Post 10.910); and

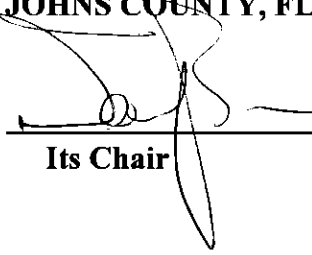
WHEREAS, the Florida Department of Transportation does not perform landscape maintenance within the State Road right-of-way; and

WHEREAS, it is in the best interest of both parties to have the landscaping and routine right-of-way maintenance activities performed by the same entity.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida that the County Administrator is authorized to execute the agreement in substantially the form attached.

PASSED AND ADOPTED THIS 10 day of June, 1997.

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

By: 

Its Chair

ATTEST: CHERYL STRICKLAND, CLERK

BY: 

Deputy Clerk

Contract No.: B-B149
WPI No.: 2612704
State Job No.: 78906-9091
County: ST. JOHNS

AGREEMENT FOR MAINTENANCE

THIS AGREEMENT, made and entered into this _____ day of _____, 1997, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component Agency of the State of Florida, hereinafter called the "DEPARTMENT" and ST. JOHNS COUNTY, hereinafter called "COUNTY".

WITNESSETH:

WHEREAS, as part of its maintenance responsibilities for the STATE OF FLORIDA HIGHWAY SYSTEM, the DEPARTMENT has been maintaining the existing limits of the state highways identified in Attachment "A" and made a part hereof, and

WHEREAS, the COUNTY desires to maintain portions of the state roads identified in Attachment "A" in order to improve the aesthetic appearance of the COUNTY and

WHEREAS, the entire lengths of the above-mentioned state highways are within or adjacent to the corporate limits of the COUNTY; and

WHEREAS, the COUNTY, by Resolution No. _____ dated _____, 1997, attached hereto and made a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits each to flow to the other, the parties covenant and agree as follows:

1. The COUNTY shall appoint a representative for the administration of this Agreement. The COUNTY representative will be the "contact" for the local Maintenance Engineer and/or his representative concerning all aspects of this Agreement, including communications with the public and/or political officials. The COUNTY shall be responsible for maintenance of all landscaped and/or turfed areas within DEPARTMENT right-of-way having limits described in writing by both parties. The COUNTY shall be responsible for the maintenance of traffic during all operations covered by this Agreement, in accordance with Part VI of the Manual on Uniform Traffic Control Devices and the current Roadway and Bridge Design Standards and any other applicable standards. For the purpose of this agreement or as noted in Attachment "A" the locations to be maintained by the COUNTY shall be maintained to a minimum standard so as to meet the Maintenance Rating Program's (MRP) desired rating of 80. Should any item of maintenance fall below the desired rating the COUNTY agrees to

immediately concentrate efforts and to bring the deficient item up to a minimum MRP rating of 80. The COUNTY will not be responsible for a below 80 rating if the cause and effect is not due to neglect by the COUNTY.

2. The COUNTY shall accomplish the following during the term of this Agreement:
 - A. Routinely mow, cut and/or trim the grass or turf (includes total greenscape) in accordance with State of Florida "Guide for Roadside Mowing" (1990) and any amendments thereto.
 - B. Properly prune all plants which includes:
 - (1) Routinely trimming trees
 - (2) Routinely pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right of way
 - C. Routinely remove dead, diseased or otherwise deteriorated plants.
 - D. Routinely keep litter removed from the right-of-way.
 - E. Routinely remove and dispose of all trimmings, roots, litter, etc. resulting from the activities described herein.
 - F. Routinely edge and sweep any excess grass from sidewalks, curbs and gutters.
 - G. Routinely sweep roadways, curbs and gutters, valley gutters, intersections and barrier wall gutters.
3. The COUNTY and the DEPARTMENT shall be responsible jointly for clean-up, removal and disposal of debris from DEPARTMENT right of way described by Attachment "A", or subsequent amended limits mutually agreed to in writing by both parties, following a natural disaster (i.e. hurricane, tornadoes, etc.).
4. To the extent permitted by law, the COUNTY covenants and agrees that it will indemnify and hold harmless DEPARTMENT and all of DEPARTMENT's officers, agents and employees, from any claim, loss, damage, cost or charge of expense arising out of any act, action, neglect or omission by COUNTY during the performance of this agreement, whether direct or indirect, and whether to any person or property to which DEPARTMENT or said parties may be subject, except that neither COUNTY nor any of its agents or contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of DEPARTMENT or any of its officers, agents or employees.
5. If, at any time while the terms of this agreement are in effect, it shall come to the attention of the DEPARTMENT's local Maintenance Engineer that the COUNTY responsibility as established herein is not being properly accomplished pursuant to the terms of this Agreement, said local Maintenance Engineer may at his/her option issue a verbal and/or a written notice to the designated COUNTY representative to place said COUNTY on notice of any deficiency. Thereafter the COUNTY shall have a reasonable period of time, as determined by the Maintenance Engineer or his designated

representative to correct the cited deficiency or deficiencies. If said deficiency or deficiencies are not corrected within this time period the DEPARTMENT may at its option, proceed as follows:

- A. Maintain the area declared deficient. The actual cost for such work will be deducted from payment to the COUNTY or
 - B. Terminate this Agreement.
6. It is understood between the parties that the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet the future criteria or planning of the DEPARTMENT.
 7. The DEPARTMENT agrees to pay to the COUNTY quarterly (each three month period following a notice to proceed) compensation for the cost of maintenance as described under items (2) A through (2) G of this Agreement. The lump sum payment will be in the amount of \$ 8,800.00 per quarter for a total sum of \$ 35,200.00 per year. In the event this Agreement is terminated as established by items five (5) or eight (8) herein, payment will be prorated for the quarter in which termination occurs.
 8. This Agreement or part thereof is subject to termination under any one of the following conditions:
 - A. In the event the DEPARTMENT exercises the option identified by item five (5) of this Agreement.
 - B. As mutually agreed to by both parties upon thirty (30) days written notice.
 9. The terms of this Agreement commence on the date a written notice to proceed is issued to the COUNTY by the DEPARTMENT'S District Maintenance Engineer and continues for a period of one (1) year. It is understood that, at the end of the initial one year period, this Agreement may be renewed for no more than two (2) one (1) year renewal periods. Renewals shall be made at the discretion of the DEPARTMENT and agreed to in writing by the COUNTY.
 10. In the event this Agreement extends beyond the DEPARTMENT'S current fiscal year, the COUNTY and DEPARTMENT mutually agree that performance and payment during subsequent fiscal periods is contingent upon funds being appropriated, allocated, or otherwise made available by the legislature.

Therefore, Section 334.21(8)(a), Florida Statutes is applicable to this agreement which states as follows: - The DEPARTMENT, during any fiscal year, shall not expend money, 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 (1) year, but any contract so made shall be executory only for the 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 (1) year.

11. The COUNTY may construct additional landscaping within the limits of the rights-of-way identified as a result of this document, subject to the following conditions:
 - A. Plans for any new landscaping shall be subject to approval by the Department's local maintenance engineer. The COUNTY shall not change or deviate from said plans without written approval from the Maintenance Engineer.
 - B. All landscaping shall be developed and implemented in accordance with appropriate state safety and road design standards.
 - C. All requirements and terms established by this Agreement shall also apply to any additional landscaping installed under this item.
 - D. The COUNTY agrees to complete, execute and comply with the requirements of the DEPARTMENT'S standard permitting Memorandum of Agreement.
 - E. No change will be made in the payment terms established under item number seven (7) of this Agreement due to any increase in cost to the COUNTY resulting from the installation and maintenance of landscaping added under this item.
 - F. Termination of this Agreement as provided in paragraph eight (8) above, shall not be construed so as to relieve the COUNTY of its responsibilities incurred by any other Agreement between the COUNTY and the DEPARTMENT entered into pursuant to paragraph eleven (11) above.

12. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

13. This Agreement is nontransferable and nonassignable in whole or in part without the written consent of the DEPARTMENT.

14. This Agreement, shall be governed by, and construed according to the laws of the State of Florida.

15. Contractual Services - In the event this contract is for a contractual service as defined by Section 287.012, Florida Statutes, the following provisions shall also apply:
 - A. Pursuant to the requirements of Section 287.058, Florida Statutes:
 - (1) The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this contract. Failure by the Contractor

to grant such public access shall be grounds for immediate cancellation of this contract by the Department.

- (2) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof, and bills for travel expenses specifically authorized by this contract shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes.

B. Pursuant to the requirements of Section 287.133(3)(a) and (2)(a):

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

- 16. A Vendor Ombudsman has been established with the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (904)488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first above written.

ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Nicholas M. Meiszer,
County Administrator

BY: _____
Ken Morefield,
District Secretary

ATTEST: _____
Cheryl Strickland, County Clerk

ATTEST: _____
Executive Secretary

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

County Attorney

Department Attorney

ATTACHMENT "A"

**ST. JOHNS COUNTY
MAINTENANCE LOCATIONS**

STATE ROAD NUMBER

LIMITS

A1A North

FROM Beginning of 4 Lane (M.P. 2.401)
TO Duval County Line (M.P. 7.151)