

RESOLUTION NO. 2000-124

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ACCEPTING MAINTENANCE RESONSIBILITY FOR SIDEWALKS ON GREENBRIAR ROAD FROM SWITZERLAND POINT MIDDLE SCHOOL TO FOXHILL TRAIL AND COUNTY ROAD 16A (LEWIS SPEEDWAY) FROM COVINO AVE TO SCHOOLHOUSE ROAD THEN TO VARELLA AVE

WHEREAS, the Florida Department of Transportation (FDOT) is preparing to undertake a project which is known as new sidewalk construction on Greenbriar Road Financial Project No: 212384-1-52-01 Federal Project ID: 8888-724-A and County Road 16A (Lewis Speedway) Financial Project No: 212383-1-52-01 Federal Project ID: 8888-723-A, 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 Maintenance Agreement by St. Johns County.

WHEREAS, Maintenance of sidewalks is in the public interest and will promote safety and welfare in these two locations by providing walkways for school children.

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 Maintenance Agreement offered by the Florida Department of Transportation, and authorizes the County Administrator to execute said maintenance agreement.

SECTION 2: That after the sidewalks on Greenbriar Road and Lewis Speedway are constructed, the Board of County Commissioners hereby accepts maintenance of said sidewalks.

PASSED AND ADOPTED THIS 12th DAY OF September, 2000.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: James C. Bryant
Chairman

ATTEST: CHERYL STRICKLAND, CLERK

BY: Jenara Newsome
Deputy Clerk

MEMORANDUM



TO: Ken Scher, P.E., County Engineer
FROM: Nick M. Perpich, P.E. Project Engineer *N.P.*
DATE: September 01, 2000
SUBJECT: FDOT Enhancement Project Maintenance Agreements

I have prepared the agenda item and the resolution for both the Enhancement Projects as requested. Since, I may be out the week of September 11th, the following will need to be done in order to make the FDOT September 14th deadline.

The agenda item will be on the consent agenda but someone from Engineering will have to be present at the September 12th BCC meeting in case they decide to pull the item.

The chairman of the BCC needs to execute the resolution and the County Administrator needs to sign the Maintenance agreement. There is only one Resolution for both projects. Try to obtain their signatures that day if possible.

We need 2 original certified copies of the resolution and 4 originally signed copies of the maintenance agreement to send to the FDOT.

The package should be mailed overnight to Joye H. Brown, FDOT Lake City. They need this agreement for Federal funding and the FDOT cannot advertise the project until this document is in their hands.

Cc: Bill Tredik
Sonia Wilson



ENGINEERING
FOR ACTION

Florida Department of Transportation

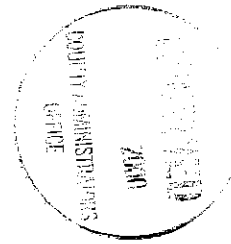
JEB BUSH
GOVERNOR

Post Office Box 1089
Mail Station 2014
Lake City, Florida 32056-1089

THOMAS F. BARRY, JR.
SECRETARY

August 28, 2000

Mr. Ben Adams, Jr.
St. Johns County Administrator
Post Office Drawer 349
St. Augustine, Florida 32085-0349



**Subject: Maintenance Agreement
Financial Project ID: 212383-1-52-01
Federal Project ID: 8888-723-A
Sidewalk Construction
County Road 16A from State Road 16 to Varella Avenue**

Dear Mr. Adams:

Enclosed are four (4) copies of a Maintenance Agreement for the subject project. Your assistance is requested to secure execution by the Board of County Commissioners. Please do not date the Agreement on Page 1 as other approvals must be secured prior to establishing the execution date. This Agreement details the terms and conditions for maintenance of the sidewalk project on County Road 16A.

In addition to executing the attached Agreement, a resolution must be adopted and a certified copy must be attached to each copy of the Agreement.

Should you have questions or need additional information please contact me at 752-3300, Extension 3683.

Sincerely,

Joye M. Brown
Joye M. Brown
Assistant District Planning Manager

Ken Scher

JHB:jb

Attachments

- CC: Mr. Joe Jordan, District Right of Way Manager
- Mr. Fred Wright, Consultant Design Engineer
- Ms. Leena Patil, District Work Program Administrator
- Ms. Barbara Cloud, Federal Aid Coordinator
- Mr. Mike Green, Production Management
- Ms. Suraya Teeple, Regional Planning Administrator

From the Office of
Ben W. Adams, Jr.
County Administrator

FYI

Handle

Review with me

Other _____

MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2000, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT" and the ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter called the "AGENCY".

WITNESSETH

WHEREAS, the DEPARTMENT is preparing to undertake a project which is known as the construction of a sidewalk on County Road 16A (Lewis Speedway Road) from State Road 16 to Varella Avenue located in St. Augustine, St. Johns County, Florida, Financial Project ID 212383-1-52-01, which will be of benefit to the AGENCY; and

WHEREAS, 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 federal approval for participation.
2. Upon completion and acceptance the AGENCY will assume responsibility for maintenance.
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 of 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.

Financial Project ID: 212383-1-52-01
Federal Project ID: 8888-723-A
AGREEMENT DATE: _____

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

ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]

BY: _____

TITLE: County Administrator

District Secretary
District Two

DATE: 09/19/00

DATE: _____

ATTEST: [Signature]
Gheryl Strickland, Clerk
(Seal)

ATTEST: _____

Executive Secretary (Seal)

TITLE: Deputy Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM AND
LEGALITY:

AGENCY Attorney

Office of District Two General Counsel

DATE: _____

DATE: _____



Florida Department of Transportation

JEB BUSH
GOVERNOR

Post Office Box 1089
Mail Station 2014
Lake City, Florida 32056-1089

THOMAS F. BARRY, JR.
SECRETARY

August 28, 2000

Mr. Ben Adams, Jr.
St. Johns County Administrator
Post Office Drawer 349
St. Augustine, Florida 32085-0349

Subject: Maintenance Agreement
Financial Project ID: 212384-1-52-01
Federal Project ID: 8888-724-A
Sidewalk Construction
Greenbriar Road from Switzerland Point School to Foxhunt Trail

Dear Mr. Adams:

Enclosed are four (4) copies of a Maintenance Agreement for the subject project. Your assistance is requested to secure execution by the Board of County Commissioners. Please do not date the Agreement on Page 1 as other approvals must be secured prior to establishing the execution date. This Agreement details the terms and conditions for maintenance of the sidewalk project on Greenbriar Road.

In addition to executing the attached Agreement, a resolution must be adopted and a certified copy must be attached to each copy of the Agreement.

Should you have questions or need additional information please contact me at 752-3300, Extension 3683.

Sincerely,

Joye H. Brown
Assistant District Planning Manager

JHB:jb

Attachments

CC: Mr. Joe Jordan, District Right of Way Manager
Mr. Fred Wright, Consultant Design Engineer
Ms. Leena Patil, District Work Program Administrator
Ms. Barbara Cloud, Federal Aid Coordinator
Mr. Mike Green, Production Management
Ms. Suraya Teeple, Regional Planning Administrator

MAINTENANCE AGREEMENT

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WITNESSETH

WHEREAS, the DEPARTMENT is preparing to undertake a project which is known as the construction of a sidewalk on Greenbriar Road from Switzerland Point School to Foxhunt Trail located in St. Augustine, St. Johns County, Florida, Financial Project ID 212384-1-52-01, which will be of benefit to the AGENCY; and

WHEREAS, 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 federal approval for participation.
2. Upon completion and acceptance the AGENCY will assume responsibility for maintenance.
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.

Financial Project ID: 212384-1-52-01
Federal Project ID: 8888-724-A
AGREEMENT DATE: _____

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

ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]

BY: _____

TITLE: County Administrator

District Secretary
District Two

DATE: 09/19/00

DATE: _____

ATTEST: [Signature]

ATTEST: _____

(Seal)

Executive Secretary (Seal)

TITLE: Deputy Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM AND
LEGALITY:

AGENCY Attorney

Office of District Two General Counsel

DATE: _____

DATE: _____