

RESOLUTION NO. 2006-261

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS OF A SETTLEMENT AGREEMENT BETWEEN ST JOHNS COUNTY, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), IN ORDER TO PERMIT THE REIMBURSEMENT TO THE COUNTY, FOR WORK PERFORMAED UNDER A JOINT PARTICIPATION AGREEMENT TO ADD BIKE LANES AND RESURFACE A SECTION OF CR A1A, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE SETTLEMENT AGREEMENT ON BEHALF OF ST JOHNS COUNTY

WHEREAS, Florida Department of Transportation (FDOT), and St. Johns County, Florida (County) have entered into a Joint Participation Agreement (JPA) to add bike lanes and resurface a section of CR A1A; and

WHEREAS, by entering into a JPA with the FDOT, the County will receive a reimbursement under the FDOT's Small County Outreach Program for project expenses up to \$874,552.00; and

WHEREAS, the FDOT has submitted a proposed Settlement Agreement for the County to execute; and

WHEREAS, the Settlement Agreement between the County, and the FDOT establishes the rights, duties, and responsibilities of both the County and the FDOT with respect to conducting the Agreement; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Settlement Agreement (attached hereto, and incorporated herein); and

WHEREAS, the County has determined that accepting the terms of the Settlement Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

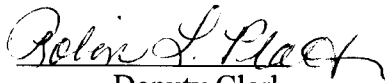
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of a Settlement Agreement between St. Johns County, Florida, and the Florida Department of Transportation, and authorizes the Chairman of the Board of County Commissioners of St. Johns County, Florida to execute the Settlement Agreement on behalf of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 8th day of August, 2006.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:


Deputy Clerk

By:


James E. Bryant, Chair

RENDITION DATE 8/8/2006



**SETTLEMENT AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ST. JOHNS COUNTY**

THIS AGREEMENT made this _____ day of _____, 2006, between the State of Florida Department of Transportation, an agency of the State of Florida, 1109 South Marion Avenue, Lake City, Florida 32025, hereinafter referred to as "**DEPARTMENT**," and St. Johns County, 2740 Industry Center Road, St. Augustine, Florida 32084, hereinafter referred to as "**COUNTY**."

WHEREAS, the **DEPARTMENT** and the **COUNTY** entered into a Joint Participation Agreement (JPA) on May 3, 2006, for the widening and resurfacing of CR A1A (Loop) from SR A1A to SR A1A, Financial Project Number 409076-4-58-01; and

WHEREAS, the project was approved for \$874,552.00 of financial assistance under the **DEPARTMENT'S** Small County Outreach Program; and

WHEREAS, the **COUNTY** began the project before the JPA was executed; and

WHEREAS, on June 14, 2006, the **DEPARTMENT** received an invoice from the **COUNTY** in the amount of \$874,552.00 for costs incurred prior to the execution of the JPA; and

WHEREAS, the **DEPARTMENT** by entering into this Agreement, admits no liability for payment of the work provided by the **COUNTY**.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The recitals hereinbefore set forth are true and correct and are deemed to be incorporated herein.

2. Upon receipt of payment as provided in paragraph number three below, the **COUNTY** for itself, and for its attorneys, heirs, executors, or administrators, does hereby fully, finally, and forever release and discharge the State of Florida Department of Transportation, and its agents, representatives, and attorneys of and from all claims, demands, actions, causes of action, suits, damages, losses, and expenses, of any and every nature whatsoever, arising out of or in any way related to the above referenced contract and state project, work performed in conjunction with or on said contract or state project, and any invoices for such work including, but not limited to, those claims asserted or other claims that were or may be asserted in any federal, state, or local agency or court, by or on behalf of the **COUNTY**.

3. The **DEPARTMENT** herein agrees to submit to the Chief Financial Officer of the State of Florida for payment of Eight Hundred Seventy Four Thousand and Five Hundred Fifty-Two Dollars (\$874,552.00) in full and complete satisfaction of any amounts or costs associated with the work performed by the **COUNTY** and any claims and invoices associated therewith, or with any other written or verbal supplementation and/or renewal thereto, including all interest and costs and fees associated with the claim matters referenced herein.

4. This Agreement is contingent upon approval by the Chief Financial Officer of the State of Florida. Until such approval is received, the **DEPARTMENT** has no obligation to make any payments pursuant to this Agreement.

5. The parties to this Agreement further agree and covenant that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

6. All terms and conditions of this settlement are fully set forth in this document and no other material terms of settlement exist outside this document.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed,
the date first above written.

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

**STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION**

BY: _____
(Authorized signature)

BY: _____
Denver J. Stutler, Jr., P.E., Secretary

Printed Name: _____

TITLE: _____

ATTEST: _____ (SEAL)
Clerk of Circuit Court

FOR DEPARTMENT USE ONLY

CENTRAL LEGAL REVIEW

FDOT COMPTROLLER APPROVAL