

RESOLUTION NO. 2007- 285

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE REPLACEMENT OF BRIDGE #784004 ON CR 13 AT 16 MILE CREEK, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, Pursuant to Section 336.367 Florida Statutes, Florida Counties and the Florida Department of Transportation have the authority to enter agreements for the improvements of County Roads and Bridges by the Department: and

WHEREAS, The Department is preparing to undertake a project which is known as the Bridge replacement of Bridge # 784004 on CR 13 at 16 Mile Creek , in St. Johns County, Florida, Financial Project ID: 212382-1-52-01, which will be of benefit to the County; and

WHEREAS, the Department may utilize its power of Eminent Domain to acquire needed right-of-way in the name of the Department; and

WHEREAS, the project requires an agreement by the County to maintain the project upon completion

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

Section 1. The DEPARTMENT will undertake the project and obtain federal approval for participation , which may include but not limited to, Design, Right-of-Way, Construction and other activities to facilitate satisfactory completion of the subject project.

Section 2. Upon completion and acceptance by the DEPARTMENT, the County will assume ownership of the right-of-way and responsibility for maintenance.

Section 3. To the extent permitted by law, the County 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 County, its subcontractor, agents or employees, or due to any negligent act, or occurrence of omission of commission of the County, its subcontractor, agents or employees. Neither the County nor any of its agents will be liable under this section for damage 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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of October, 2007.

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

Attest:

Sam Halterman
Deputy Clerk

By:

Ben Rich
Ben Rich, Chair

RENDITION DATE 10/4/07

COUNTY AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, _____, 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; Pursuant to Section 336.467 Florida Statutes, Florida Counties and the Florida Department of Transportation have authority to enter agreements for the improvement of County Roads and Bridges by the DEPARTMENT; and

WHEREAS, the DEPARTMENT is preparing to undertake a project which is known as the Bridge replacement of Bridge # 784004 on CR 13 at 16 mile creek, in St. Johns County, Florida, Financial Project ID: 212382-1-52-01, which will be of benefit to the AGENCY; and

WHEREAS, the DEPARTMENT may utilize its power of Eminent Domain to acquire needed right-of-way in the name of the DEPARTMENT; and

WHEREAS, the project requires agreement by the AGENCY to maintain the project upon completion.

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

1. The DEPARTMENT will undertake the project and obtain federal approval for participation, which may include but not be limited to, Design, Right-of-Way, Construction and other activities to facilitate satisfactory completion of the subject project.
2. Upon completion and acceptance by the DEPARTMENT, the AGENCY will assume ownership of the right-of-way and 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.

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: _____

BY: _____

District Secretary
District Two

TITLE: _____

DATE: _____

DATE: _____

ATTEST: _____
(Seal)

ATTEST: _____
Executive Secretary (Seal)

TITLE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM AND
LEGALITY:

Attorney

Office of District Two General Counsel

DATE: _____

DATE: _____