

RESOLUTION NO. 2016- 54

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS AND CONDITIONS OF A CONTRACT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ST. JOHNS COUNTY, FLORIDA TO PROVIDE A CONSTRUCTION AND MAINTENANCE AGREEMENT FOR THE ARMSTRONG PARK TRAIL AND TRAILHEAD BETWEEN JERRY STREET AND ARMSTRONG ROAD LOCATED WITHIN ST. JOHNS COUNTY; AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE CONTRACT ON BEHALF OF THE COUNTY.

WHEREAS, the County and the Florida Department of Transportation (“FDOT”) wish to enter into a contract for the construction and maintenance of a multi-use trail project (the Project) at the Armstrong Park Trail and Trailhead; and

WHEREAS, the Project shall consist of the construction of an approximately 12-foot asphalt bike path/trail as well as the construction of a trailhead including a parking area, pavilion, restrooms, bike racks, drainage features, and landscaping; and

WHEREAS, FDOT shall fund construction of the Project; and

WHEREAS, the County shall construct, own, operate, maintain, and repair the Project; and

WHEREAS, entering into a contract with FDOT for construction and maintenance of the Project will serve a public purpose.

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

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

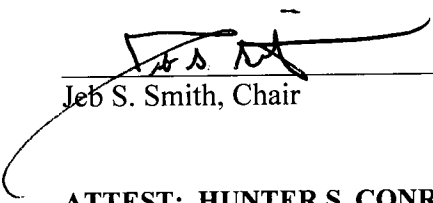
Section 2. The Board of County Commissioners hereby approves the terms, provisions and conditions of the contract to provide the construction and maintenance specifically described therein.

Section 3. The Board of County Commissioners hereby authorizes the St. Johns County Administrator, or duly appointed designee, to execute a contract substantially in the same form as the attached contract on behalf of St. Johns County.

Section 4. To the extent that there are typographical, scrivener’s, or administrative errors contained herein that do not change the tone, tenor or context of this Resolution, then such errors may be corrected with no further action required by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 1 day of March, 2016.

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



Jeb S. Smith, Chair

ATTEST: HUNTER S. CONRAD, CLERK

By: Pam Halterman
Deputy Clerk

RENDITION DATE 3/3/16





St. Johns County Construction Services
 2416 Dobbs Road
 St. Augustine, FL 32086

Phone: (904) 209-0190
 Fax: (904) 209-0191

To: Mr. Wil Smith, Director
 SJC Recreation & Parks
 2175 Mizell Road
 St. Augustine, FL 32080

LETTER OF TRANSMITTAL

Date: January 7, 2016
Project: Armstrong Park Trailhead
Re: FDOT C&M Agreement

WE ARE SENDING YOU VIA INTEROFFICE MAIL ATTACHED

- SHOP DRAWINGS AMENDMENT CHANGE ORDER TASK ORDER SPECIFICATION
 COPY OF LETTER CHANGE ORDER _____

ORIGINALS	DATE	NUMBER	DESCRIPTION
2			FDOT Construction & Maintenance Agreement.

THESE ARE TRANSMITTED AS CHECKED BELOW:

ACTION IS REQ'D ACTION NOT REQ'D

- FOR EXECUTION RESUBMIT _____ COPIES FOR APPROVAL
 FOR YOUR USE AND FILE SUBMIT _____ COPIES FOR DISTRIBUTION
 AS REQUESTED RETURNED AFTER VIEWING RETURN _____ CORRECTED PRINTS
 FOR REVIEW AND COMMENT _____
 FOR BIDS DUE _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS: Wil – Please execute the attached 2 originals of the FDOT agreement, prepare the resolution, and take it to the BOCC. Please keep me apprised of the status of the agreement, and provide me with a copy of the fully executed agreement.

Thank you!

Phyllis Thorpe

COPY TO: Nick Perpich

 Master File

SIGNED: Phyllis Thorpe

 Project Manager



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

January 6, 2016

Mr. Nick Perpich, P.E.
St. Johns County Public Works, Engineering Department
2740 Industry Center Road
St. Augustine, FL 32084

Subject: CONSTRUCTION & MAINTENANCE AGREEMENT
Armstrong Park Trail and Trailhead
Financial Project ID: 432257-1-58-01
Federal Project ID: 8886-300-A, 8886-302-A, and 8886-349-A

Dear Mr. Perpich:

Enclosed are two (2) copies of the Construction & Maintenance Agreement for the subject project. Your assistance is requested to secure execution by the St. Johns County.

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

Your assistance in securing execution as soon as possible is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7823.

Sincerely,

A handwritten signature in black ink, appearing to read "WM. David Cerlanek".

WM. David Cerlanek, P.E.
District Two Program Administration Engineer

WDC:fm
Enclosures

CC: Mr. Yongman Roberts, P.E, St. Augustine Maintenance Engineer

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and St. Johns County ("Agency").

1. The term "Property" shall refer to certain real property located in St. Johns County, Florida, owned by the Agency and more specifically know as Armstrong Park Trail and Trailhead ("Existing Park"), as shown in attached **Exhibit "A"**; and

2. The term "Multi-Use Trail Project" means and shall refer to the construction of an approximately 12 foot asphalt Bike Path/Trail beginning at Harvey Avenue and extending down Jerry Street approximately 650 feet to the Existing Park; as well as construction of a Trailhead between Jerry Street and Armstrong Road, including, but not limited to, a parking area, a pavilion, restrooms, bike racks, drainage features and landscaping features, all of which is more particularly shown in attached **Exhibit "B"**; and

3. The Department shall fund construction of the Multi-Use Trail Project subject to the provisions of that certain separate funding agreement entered into by and between the Department and the Agency; and

4. The Agency shall construct, own, operate, maintain and repair the Multi-Use Trail Project; and

5. The Agency by Resolution _____ dated _____ authorizes its representative to enter into this Agreement, see attached **Exhibit "C"**.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and the attached Exhibits are specifically incorporated herein by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department for either of the following two conditions: (a) in the event the Agency fails to perform its duties pursuant to this Agreement, following ten (10) days written notice; or (b) in the event the Agency refuses to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.

5. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

7. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

8. PRECONSTRUCTION ACTIVITIES

The Department is hereby authorized to act on the Agency's behalf and engage in various preconstruction activities related to the Multi-Use Trail Project. The Department is under no obligation to engage in preconstruction activities and the decision to do so shall be within the Department's sole discretion. Preconstruction activities include, by way of example and without limitation, the acquisition of right of way or assistance in obtaining various permits. In those instances where the Department acquires right of way or a permit on behalf of the Agency, regardless of whether the Department or the Agency provides the funding, the Agency shall immediately accept the right of way or permit upon delivery by the Department without condition or delay.

9. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

10. CONSTRUCTION

The Agency shall construct the Multi-Use Trail Project in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and applicable Governmental Law.

11. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall perpetually operate, maintain and repair the Multi-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. The Agency specifically agrees to operate, maintain and repair the Multi-Use Trail Project in accordance with Department standards, including, without limitation, the Americans with Disabilities Act, Department Design Standard, and the Standard Specifications, as the same may be amended from time to time. Unless otherwise agreed to with specificity by the parties, nothing within this Agreement shall obligate the Department to maintain or repair the Multi-Use Trail Project, said obligations to remain the sole responsibility of the Agency.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Multi-Use Trail Project. Should the Agency fail to operate, maintain, and repair the Multi-Use Trail Project in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of Title 23, Section 116, U.S. Code, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Multi-Use Trail Project. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section

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Federal Id. No. 8886-300-A, 8886-302-A, and 8886-349-A
Project Description Armstrong Park Trail and Trailhead
Off System Agency Construct & Maintain

of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Multi-Use Trail Project pursuant to Paragraph 3 above should the events described in Paragraph B occur.

D. Items to be maintained by the Agency shall include, but are not limited to: vegetation management, ornamental landscaping, trail heads, bathroom facilities, parking facilities, repair of slopes/erosion, removal of all graffiti, boardwalks, gravity walls, sea walls, traffic barriers, railings, guardrail, signing, pavement markings, pedestrian/bicycle signals, lighting, benches, litter receptacles, and aesthetic features. The Agency shall ensure pavement surfaces are maintained and remain free of residue accumulation, algae, vegetation, and other slip or trip hazards. The Agency shall trim landscaping, mow (if a higher standard than the Department standard is desired), sweep, edge and provide weed control located on the Property and on or within the Multi-Use Trail Project. The Agency shall ensure the safety of the Public by repairing slope erosion and maintaining signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, pavers, crosswalks, bollards, delineators, walls, railings, barriers, guardrail, lighting, pedestrian/bicycle signals and any other safety features located within the Multi-Use Trail Project corridor in accordance with Department standards. The Agency shall maintain paint on railings, sign poles, structures, etc. within the Multi-Use Trail Project corridor. Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind and to Department standards. The Agency shall maintain all landscaping to Department standards and all irrigation systems in good operational condition.

E. The Agency shall pay all utility bills associated or related to lighting, signals, or irrigation for the Multi-Use Trail Project.

F. The Agency shall maintain any aesthetic features associated with bridge structures, including, without limitation, custom paint or coatings. Any requests for additional maintenance shall be acknowledged and performed by the Agency.

G. The Agency shall conduct an annual inspection of the Multi-Use Trail Project to ensure that any and all safety deficiencies are immediately addressed, and at such time as the Multi-Use Trail Project is at the end of its useful life, the Agency shall prioritize the replacement or reconstruction of the Multi-Use Trail Project as if it was a new project.

H. If the Department determines that the Agency is not maintaining and repairing the Multi-Use Trail Project in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

I. If the deficiency is not corrected timely, or if the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; (2) require the Agency to remove the Multi-Use Trail Project and restore the Property pursuant to the "Removal" section of this Agreement; or (3) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

J. If at any time in the sole determination of the Department, the integrity or safety of the Multi-Use Trail Project requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances. The Department shall provide the Agency with written notice of the emergency maintenance and repairs performed by the Department and an invoice for the same. The Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

K. No action taken by the Department shall relieve any obligation of the Agency pursuant to the terms and conditions of this Agreement. The Agency's failure to perform any of the Agency's maintenance responsibilities

of the Multi-Use Trail Project as required by this Agreement, may impact Department funding participation in future Agency projects.

12. REMOVAL

The Department may require the Agency to remove the Multi-Use Trail Project in whole or in part and restore the property to the condition that existed immediately prior to the effective date of this Agreement if the Department determines: (a) the Multi-Use Trail Project or project feature is not constructed or maintained in accordance with Section 1. of this Agreement; or (b) the Agency breaches a material provision (as determined by the Department) of this Agreement. Removal and restoration shall be completed by the Agency within 60 days of the Department's written notice, or such time as the Department and the Agency mutually agree in writing. Removal and restoration shall be completed by the Agency in accordance with Department standards. Should the Agency fail to complete the removal and restoration work, the Department may complete the removal and restoration at the Agency's sole cost and expense and send an invoice to the Agency, equal to the cost incurred by the Department for such removal and restoration.

13. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

14. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

15. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2015).

16. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Financial Project Id. No. 432257-1-58-01
Federal Id. No. 8886-300-A, 8886-302-A, and 8886-349-A
Project Description Armstrong Park Trail and Trailhead
Off System Agency Construct & Maintain

Department: Florida Department of Transportation
Attention: Youngman Roberts, P.E.
St. Augustine Maintenance Engineer
3600 DOT Road
St. Augustine, Florida 32284

Agency: Mr. Nick Perpich, P.E.
St. Johns County Public Works, Engineering Department
2740 Industry Center Road
St. Augustine, FL 32084

17. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

18. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

19. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

20. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

21. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

22. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

24. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible

and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

25. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

26. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

27. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

28. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

29. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

30. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

31. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

32. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

33. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Multi-Use Trail Project is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"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 is null and void, and no money may be paid on such contract. 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 periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

Financial Project Id. No. 432257-1-58-01
Federal Id. No. 8886-300-A, 8886-302-A, and 8886-349-A
Project Description Armstrong Park Trail and Trailhead
Off System Agency Construct & Maintain

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of ten (10) pages, inclusive of exhibits.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____
Office of the General Counsel
Florida Department of Transportation

St. Johns County

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

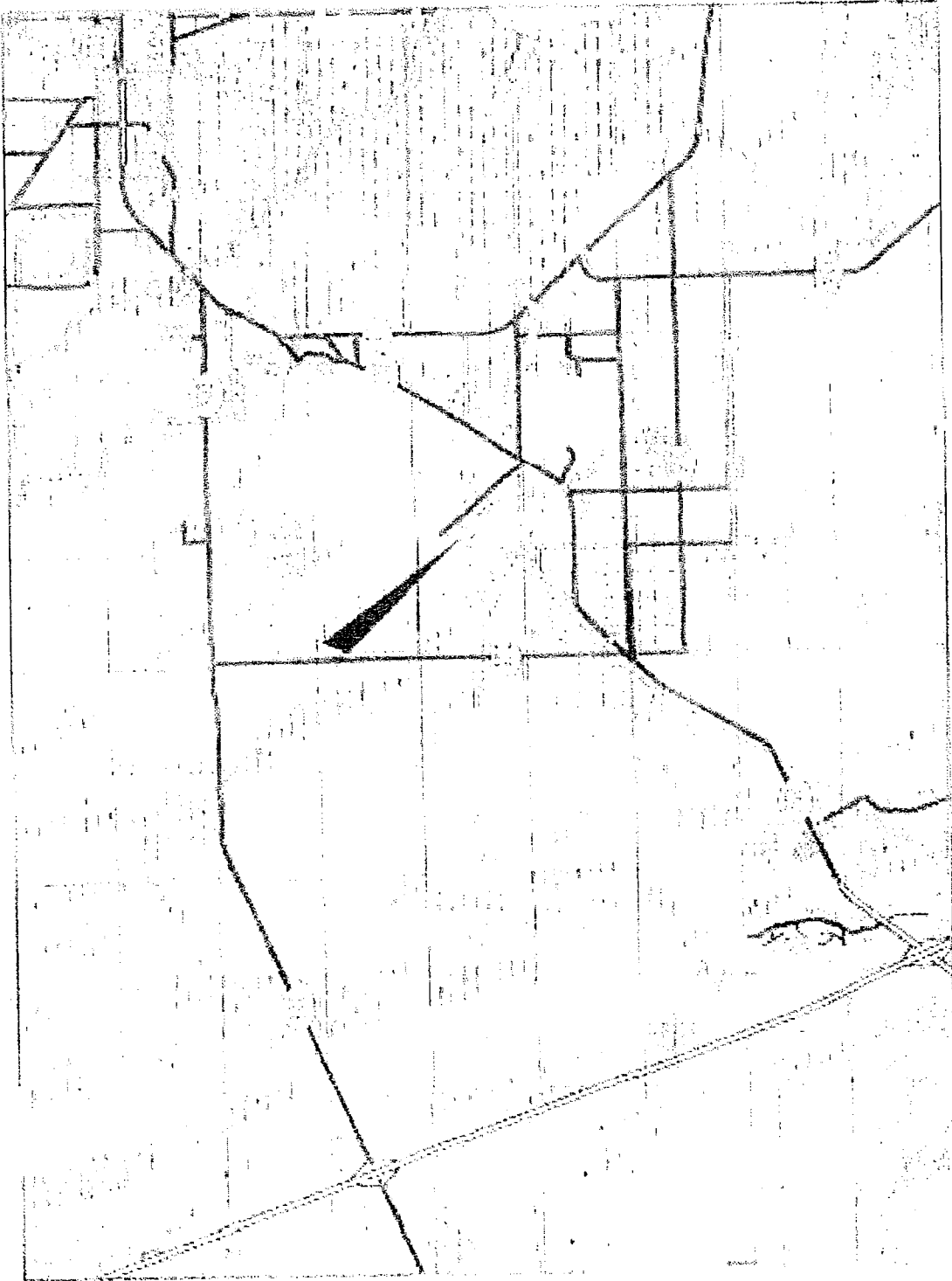
Legal Review:

By: _____
Legal Counsel for Agency

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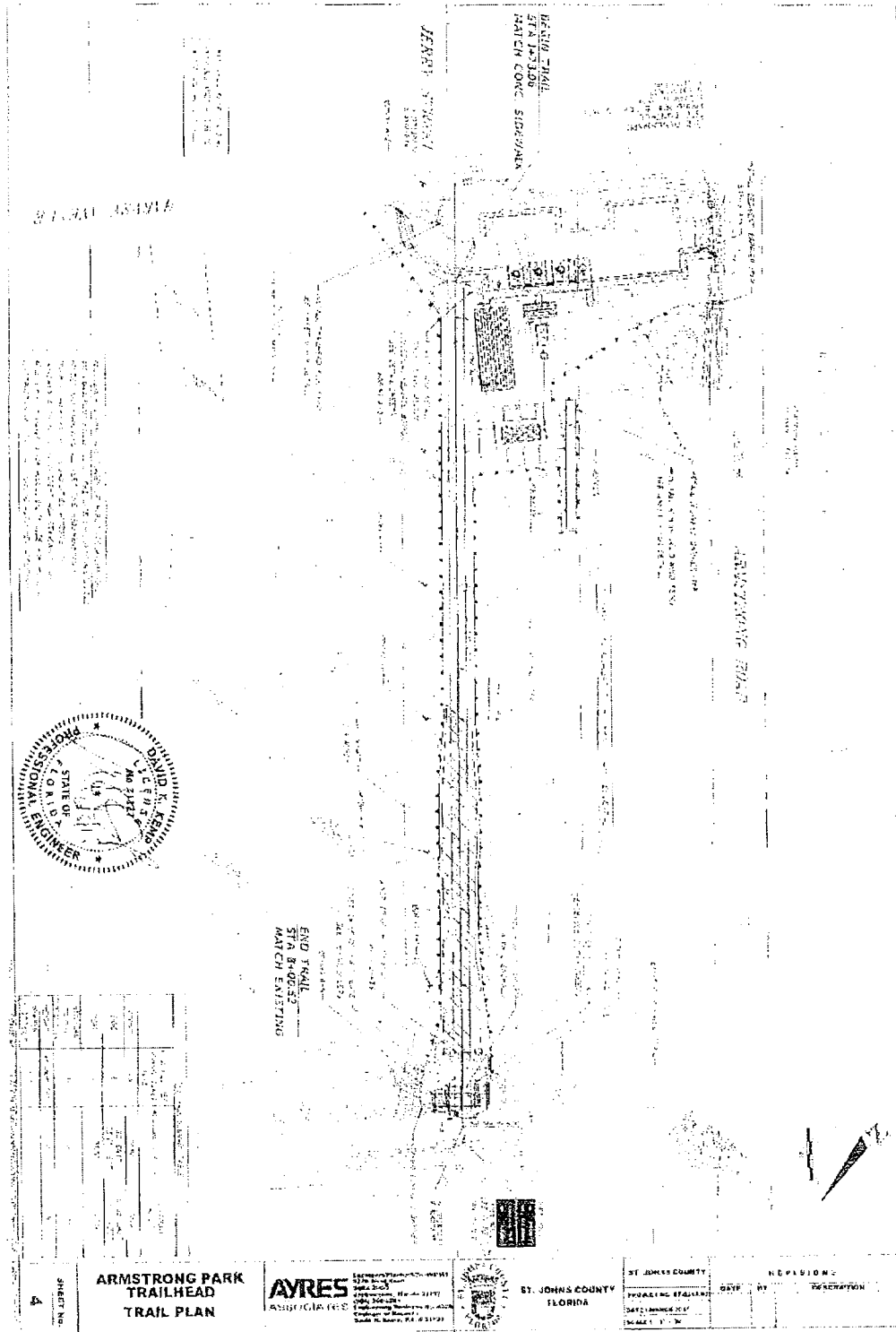
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EXHIBIT "A"



Financial Project Id. No. 432257-1-58-01
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 Project Description Armstrong Park Trail and Trailhead
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EXHIBIT "B"



ARMSTRONG PARK
 TRAILHEAD
 TRAIL PLAN

AYRES
 ASSOCIATES
 14000 E. 15th Ave., Suite 200
 Denver, CO 80232
 Telephone: (303) 750-2200
 Fax: (303) 750-2201
 Email: info@ayresassoc.com

ST. JOHN'S COUNTY
 FLORIDA

ST. JOHN'S COUNTY	DEPT.	BY	REVISIONS
PROJECTING ENGINEER			DESCRIPTION
DRAWN			
CHECKED			
DATE			

Financial Project Id. No. 432257-1-58-01
Federal Id. No. 8886-300-A, 8886-302-A, and 8886-349-A
Project Description Armstrong Park Trail and Trailhead
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EXHIBIT "C"
(RESOLUTION)

