

RESOLUTION R-90-214

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING AND APPROVING AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION RELATING TO MUTUAL WAIVERS OF RIGHT-OF-WAY USE PERMIT FEES.

WHEREAS, the Florida Department of Transportation (FDOT) agrees, pursuant to Rule 14-96.006(1), Florida Administrative Code, to waive the payment of right-of-way use permit fees for Manatee County, but only if Manatee County agrees to likewise waive such fees for FDOT; and

WHEREAS, FDOT requires that such a waiver arrangement be memorialized in a written agreement and that the Board of County Commissioners adopt a separate Resolution confirming the Board Chairman's authority to execute such agreement.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Manatee County, Florida, as follows:

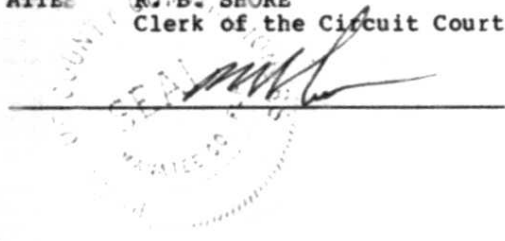
1. That certain standard FDOT written agreement for mutual waiver of right-of-way use permit fees, attached hereto as Exhibit "A," is hereby approved.
2. The Chairman of the Board of County Commissioners of Manatee County, Florida is hereby authorized to execute said Agreement on behalf of Manatee County, Florida.

ADOPTED with a quorum present and voting this, the 18th day of December, 1990.

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

By: Patricia M. Glass
Chairman

ATTEST: R. B. SHORE
Clerk of the Circuit Court



RECIPROCAL AGREEMENT

BETWEEN

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AND

BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FLORIDA
FOR THE MUTUAL WAIVER OF ALL PERMIT FEES

This Agreement, entered into this _____ day of _____, 1990, by and between the State of Florida, Department of Transportation, an agency of the State of Florida (hereinafter referred to as the "DEPARTMENT") and the Board of County Commissioners of Manatee County, Florida, a political subdivision of the State of Florida/municipal corporation (hereinafter referred to as the "COUNTY").

W I T N E S S E T H:

WHEREAS, Rule 14-96.006(1) FAC provides for a fee structure for State Highway System Connection Permits; and

WHEREAS, said paragraph provides in part, "Governmental entities applying for an access permit for governmental facilities are eligible for a waiver from the fee in such instances where the governmental entity has a reciprocal agreement to waive permit fees with the "DEPARTMENT"; and

WHEREAS, it is to the mutual benefit of the parties hereto that each party waive any and all required permit fees for the other party; and

WHEREAS, this reciprocal agreement promotes a more effective and efficient use of state and local resources; and

WHEREAS, the "COUNTY" by Resolution R-90-214 dated _____, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of the Board of County Commissioners of to execute said Agreement on behalf of Manatee County, Florida.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from each party's participation in this Agreement, the parties agree as follows:

1. The "COUNTY" shall waive all applicable permit fees for the "DEPARTMENT'S" projects within its jurisdiction including, but not limited to maintenance projects, reconstruction projects and construction projects. Such waiver shall be true in all instances where the "DEPARTMENT" applies for a permit from the "COUNTY" including those times when application is made by the "DEPARTMENT'S" consultant or contractor.

2. The "DEPARTMENT" agrees to waive all applicable permit fees for work to be performed by the "COUNTY" on State Road right-of-way. Such waiver shall not extend to fees for permits requested by County owned utilities, nor will permit fees be waived for any other commercial activity the County may undertake. For the purposes of this Agreement, "commercial activity" is defined as those activities wherein the "COUNTY" is engaged in business for profit rather than the exercise of those governmental powers traditionally exercised by government.

3. Either party may terminate this Agreement without cause upon sixty (60) days written notice. Such notice shall be by certified mail, return receipt requested. The party having received notice of termination may at its discretion terminate the Agreement immediately by providing written notice by certified mail, return receipt requested.

4. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

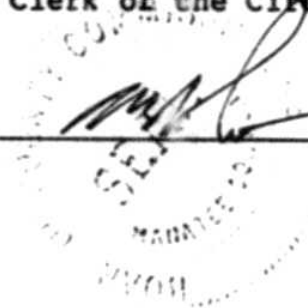
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: Patricia M. Glass
Chairman 12/18/90

ATTEST: R. B. SHORE
Clerk of the Circuit Court

[Signature]
(SEAL)



STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary

ATTN:

(SEAL)
Executive Secretary

APPROVED AS TO FORM AND LEGALITY

By: _____
Attorney - FDOT