

Florida

REUBIN O'D. ASKEW
GOVERNOR



Department of Transportation

Haydon Burns Building, 605 Suwannee Street, Tallahassee, Florida 32304, Telephone (904) 488-8772

WALTER L. REVELL
SECRETARY

Gloria this is for Board file

Post Office Box 1089
Lake City, Florida 32055
September 27, 1973

Section 74040
State Road 200 (US 301)
Nassau County
SCHOOL SIGNALS
T.O. 3680

Mr. R. L. King
Nassau County Engineer
Route 1, Box 176
Fernandina Beach, Florida 32034

Dear Mr. King:

Please find attached your approved copy of a Maintenance Agreement between the Department and Nassau County for the installation of school signals at the above location. This agreement has been executed by the Department and is being returned for information and files.

Yours very truly,

A handwritten signature in cursive script, appearing to read "D. Littlefield".

D. Littlefield
Traffic Operations Engineer

DL:sds
att.

305

MEMORANDUM

State of Florida Department of Transportation

DATE September 24, 1973

TO J. Wade Noda - Comptroller

FROM G. B. Dobosn, General Counsel

COPIES TO Hal Conley J. D. Ward

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY

SUBJECT TRAFFIC SIGNAL AGREEMENT
Section: 74040-3509
County: Nassau

Attached are four copies of an agreement between the Department and the Board of County Commissioners of Nassau County providing for the maintenance of a traffic signal at the intersection of SR No. 200 (US 301) at Church Avenue in Nassau County, Florida.

GBD:js

Attachments

TRAFFIC SIGNALS

THIS AGREEMENT, made and entered into this 24th day of September, 19 73, by and between the State of Florida Department of Transportation, an Agency of the State of Florida, hereinafter called the "Department" and the Board of County Commissioners of Nassau County FLORIDA, hereinafter called the "Public Body."

W I T N E S S E T H:

WHEREAS, the construction and maintenance of a traffic signal, or signals, is necessary for the safe and efficient highway transportation at the location or locations as described in Exhibit "A", attached hereto; and

WHEREAS, the Public Body, by resolution attached hereto and made a part hereof, has determined that it is in the public interest for the Public Body to assume the responsibility for maintenance and electrical power costs incurred in the operation of said signal installation:

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, the parties and each of them, mutually agree and covenant as follows:

1. That the traffic signal or signals as described in Exhibit "A", attached hereto and made a part hereof, will be so designed that the functional design of the installation and its components will be mutually acceptable to the parties hereto, and will be installed under Department supervision, with the actual method of construction and financing determined by the Department's policies, budget, and agreement or agreements which it may have with this or another governmental unit relating to the financing and construction thereof.

with the operation thereof.

3. The Public Body shall maintain the signal installation in accordance with Department policies and to a level of maintenance that will provide minimum hazard to movement of traffic. In this regard the Public Body shall record maintenance activities relative to said traffic signal installation to a "Department of Transportation Traffic Signal Maintenance Log" or an approved equivalent log.

4. That the equipment shall remain the property of the Department, and it is hereby understood and agreed by the parties hereto that the Public Body may remove any component of the installed equipment for repair but the Public Body shall not, under any condition, permanently remove the main frame of the control unit without the express written permission of the Department.

5. It is expressly understood and agreed by the parties hereto that the wiring of the cabinets and the timing of the signals will be such that the traffic will be properly handled at the time of the completion of the installation of the signals. Necessary modifications in timing or minor circuitry may be made by the Public Body to accommodate the changing needs of traffic but the Department reserves the right to examine the equipment at any time, and after due consultation with the parties hereto, specify timing and phasing that will provide a safe and expeditious traffic flow in the state highway system.

6. The Public Body shall not modify the equipment to provide additional phases or intervals without written permission from the Department.

7. The Public Body hereby agrees to indemnify, defend, save and hold harmless the Department for all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Public Body, its agents or employees, or due to any act or occurrence or

shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under, or by reason of this agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

9. It is understood and agreed by the parties hereto that this agreement shall remain in force during the life of the originally installed equipment and any replacement equipment installed by the mutual consent of the parties hereto, provided however that additional or replacement equipment purchased and installed wholly at the expense of the Public Body in accordance with this provision shall remain the property of the Public Body.

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

WITNESSES:

Gayle Bretts
Mary Ann Blakely
As to the Department

RL King
Gloria D. Guest
As to the Public Body

Approved:
Director of Road Operations

J. W. B. 9/19/73
(Initials) (Date)

APPROVED BY SECRETARY OF TRANSPORTATION
SEP 27 1973 DW
(DATE) (INITIALS)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Tom Webb
Director of Administration
BY: Carolyn Scavala (SEAL)
Executive Secretary

PUBLIC BODY
BY: David Buchanan
Chairman, Board of County
Title: Commissioners, Nassau County
ATTEST: Carolyn (SEAL)

Approved as to form, legality
and execution.

Thay Schulme
Assistant Attorney

OK
HLL
9-17-73

On motion of Commissioner Armstrong, seconded by
Commissioner Fisher, the following resolution was adopted:

WHEREAS, Board of County Commissioners deems it in the public
(Public Body)
interest to maintain and pay electrical costs for the operation of
traffic signal or signals described in Exhibit "A" to said agree-
ment, and accordingly to enter into the attached agreement with the
State of Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY

1. That Board of County Commissioners concurs in the provisions
(Public Body)
of that certain agreement attached hereto, pertaining to maintaining
a traffic signal installation described in Exhibit "A" to that
agreement.

2. That Board of County Commissioners authorizes the said
(Public Body)
agreement to be executed by a legally designated officer of this
Public Body.

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

BY David H. Buchanan
As Its Chairman

STATE OF FLORIDA

COUNTY OF NASSAU

I HEREBY CERTIFY that the foregoing is a true and correct
copy of a Resolution adopted by Board of County Comm. at a
meeting held on the 14 day of August, A.D., 1973,
and recorded in its minutes.

IN WITNESS WHEREOF, I hereunto set my hand and official seal
this 14 day of August, A.D., 1973.

Dooley (SEAL)