

COUNTY SECTION	JOB NO.	SR NO.	TRAFFIC OPERATIONS NO.	COUNTY NAME	MUNICIPALITY
74060	3504	200		Nassau	---

MAINTENANCE AGREEMENT

TRAFFIC SIGNALS

THIS AGREEMENT, made and entered into this 21 day of DECEMBER, 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 County of Nassau, 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 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.

2. That the Public Body shall, upon completion of the installation, assume the sole responsibility for the maintenance and continuous operation of said signal installation and the payment for all costs for electricity and electrical charges incurred in connection 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 in 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 equipment or any major component thereof 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 from all claims, demands, lia-

bilities 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 omission or commission of the Public Body, its agents or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the Department for its own negligence or breach of contract.

8. It is mutually agreed that the Department's Director of Road Operations 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.

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

WITNESSES:

Mary Ann Blakey
Gayle Britt
As to the Department

[Signature]
Margie Johnson
As to the Public Body

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
BY: Tom Webb
Secretary of Transportation
BY: Carolyn Scarsden (SEAL)
Executive Secretary

PUBLIC BODY
BY: John F. Armstrong Jr
ATTEST: [Signature] (SEAL)

APPROVED BY SECRETARY OF TRANSPORTATION
DEC 16 1971
(DATE) DW
(INITIALS)

APPROVED BY DIRECTOR OF ROAD OPERATIONS
12/18
(DATE) [Signature]
(INITIALS)
APPROVED AS TO FORM, LEGALITY AND EXECUTION
FLORIDA DEPARTMENT OF TRANSPORTATION
V.L. Whitten Jr

EXHIBIT "A"

MAINTENANCE AGREEMENT

TRAFFIC SIGNALS

This Exhibit "A" forms an integral part of that certain Traffic Signals Maintenance Agreement between the State of Florida Department of Transportation and the County of Nassau, dated DECEMBER 21, 1973.

LOCATION OF TRAFFIC SIGNAL INSTALLATIONS:

STATE JOB NO.	SR NO.	TRAFFIC OPERATIONS NO.	LOCATION:
<u>74060-3504</u>	<u>200</u>	<u></u>	<u>At State Road 108</u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

RESOLUTION NO. 74

RESOLUTION AUTHORIZING THE EXECUTION
OF THE TRAFFIC SIGNALS MAINTENANCE
AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION AND _____
NASSAU COUNTY, FLORIDA .

On motion of Commissioner Jones , seconded by
Commissioner Poole , the following resolution was adopted:

WHEREAS, Nassau County
(Public Body) , deems it in the public
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 Nassau County
(Public Body) concurs in the provisions
of that certain agreement attached hereto, pertaining to maintaining
a traffic signal installation described in Exhibit "A" to that
agreement.

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

STATE OF FLORIDA
COUNTY OF NASSAU

I HEREBY CERTIFY that the foregoing is a true and correct
copy of a Resolution adopted by Nassau County at a
meeting held on the 9th day of November , A.D., 1971 ,
and recorded in its minutes.

IN WITNESS WHEREOF, I hereunto set my hand and official seal
this 15th day of November , A.D., 1971 .

Booley (SEAL)
Ex-Officio Clerk
Board of County Commissioners
Nassau County, Florida

Florida



Department of Transportation

REUBIN O'D. ASKEW
GOVERNOR

WALTER L. REVELL
SECRETARY

Post Office Box 1089
Lake City, Florida 32055
January 2, 1974

Section 74060-3504
State Road 200
Nassau County
T.O. 4009

Mr. R. L. King, P.E.
Nassau County Engineer
Fernandina Beach, Florida

Dear Mr. King:

Please find attached your approved copy of a Maintenance Agreement between Nassau County and the Department concerning the installation of a traffic signal at the intersection of State Road 200 and State Road 108.

Yours very truly,

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

D. Littlefield
Traffic Operations Engineer

D:dhb
att.