

FL  
Florida



# Department of Transportation

BOB GRAHAM  
GOVERNOR

WILLIAM N. ROSE  
SECRETARY

Post Office Box 1089  
Lake City, Florida 32055  
October 24, 1979

REC'D OCT 29 1979

B.I. 228086  
Job No. 74000-3907  
State Road 200  
Nassau County  
T.O. 9857

Mr. R. L. King, P.E.  
Nassau County Engineer  
Post Office Box 386  
Hilliard Florida 32046

Dear Mr. King:

Please find attached your approved copy of a Maintenance Agreement between the County of Nassau and the Department for signalization at the intersection of Bonnieview Drive.

Yours very truly,

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

D. Littlefield  
District Traffic Operations Engineer

1t  
att.

COUNTY SECTION NO.	JOB NO.	SR NO.	TRAFFIC OPERATIONS NO.	COUNTY NAME	MUNICIPALITY
74000	3907	200	B.I. 228086	Nassau	

TRAFFIC SIGNAL AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of Oct, 1979, 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 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 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 maintain and operate signal installations along the State Highway System:

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.
2. When installation of the traffic signal(s) is to be performed by either the Public Body or under the supervision of the Department, the construction and/or installation shall not endanger travel along the roadways involved and all operations shall be conducted in accord with the Manual on Traffic Controls and Safe Practices (Part VI) as published by the D.O.T.
3. Upon completion of the installation and in the case of construction contracts, its conditional acceptance, the Public Body shall assume the sole responsibility for the maintenance and continuous operation of said signal installation(s) and the payment for all costs for electricity and electrical charges incurred in connection with the operation thereof.

4. 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.

5. It is hereby understood and agreed by the parties hereto that the Public Body may remove any component of the installed equipment for repair, however, major permanent modifications and equipment replacements shall not be made by either party without appropriate coordination with the other party.

6. 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 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, if modification in timing and the circuitry or phasing is specified by the Department, implementation of such modifications shall be coordinated through the Public Body.

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

8. Each party does hereby indemnify and hold harmless each other from all liability, claims and judgement (including attorney's fees) arising out of work undertaken by any party pursuant to this agreement, or due to the negligent acts or omissions of such party, their contractors, subcontractors, employees, agents or representatives, respectively, except as otherwise covered by bonds or insurance.

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.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Director of Administration

BY: \_\_\_\_\_ (SEA)  
Executive Secretary

PUBLIC BODY

BY: Gene R. Blackwell

Title: Chairman, Board of County Commissioners

ATTEST: [Signature]

Approved:  
Director of Road Operations  
Florida Department of Transportation

Jay W. Brown  
10/18/79 (Date)

Approved as to form, legality  
and execution.

[Signature]  
Attorney, Florida Department of  
Transportation

**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 10/18, 1979.

**LOCATION OF TRAFFIC SIGNAL INSTALLATIONS:**

<u>STATE JOB NO.</u>	<u>SR NO.</u>	<u>TRAFFIC OPERATIONS NO.</u>	<u>LOCATION:</u>
<u>74000-3907</u>	<u>200</u>	<u>B.I. 228086</u>	<u>at Bonnieview Drive</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>

(SAMPLE)

RESOLUTION NO. 79-21

RESOLUTION AUTHORIZING THE EXECUTION  
OF THE TRAFFIC SIGNAL AGREEMENT BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION AND County of  
Nassau

On motion of Commissioner Claxton, seconded by Commissioner Jones, the following resolution was adopted;

WHEREAS, County of Nassau, deems it in the public interest  
(Public Body)  
to provide for the operation of certain traffic signals on the State Highway  
System within Nassau County, and to enter into the attached  
(Jurisdiction)  
agreement with the State of Florida, Department of Transportation.

NOW THEREFORE, BE IT RESOLVED BY

1. That County of Nassau concurs in the provisions  
(Public Body)  
of that certain agreement attached hereto, pertaining to the design, installa-  
tion, operation and maintenance of a traffic signal installation described in  
Exhibit "A" to that agreement.

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

*Gene R. Blackwell*

STATE OF FLORIDA

COUNTY OF NASSAU

I HEREBY CERTIFY that the foregoing is a true and correct copy of a  
Resolution adopted by Board County Commissioner at a meeting held on the  
21st day of August, A.D., 1979, and recorded  
in its minutes.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 22nd  
day of August, A.D., 1979.

*W. W. W. W.* (SEAL)