

Florida



Department of Transportation

REUBIN O'D. ASKEW
GOVERNOR

TOM WEBB, JR.
SECRETARY

Post Office Box 1089
Lake City, Florida 32055
April 26, 1976

SCHOOL SIGNALS
Job No. 74060-3503
State Road 200
B.I. 218005
Nassau County
T.O. 6305

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 the County of Nassau and the Department for signalization on State Road 200 at School Entrance.

Yours very truly,

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

D. Littlefield
District Traffic Operations Engineer

dhb
att.

COUNTY SECTION NO.	JOB NO.	SR NO.	TRAFFIC OPERATIONS NO.	COUNTY NAME	MUNICIPALITY
74060	3503	200	B.I. 218005	Nassau	

MAINTENANCE AGREEMENT

TRAFFIC SIGNALS

THIS AGREEMENT, made and entered into this 12th day of April, 1976, 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 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.

2. That the Public Body shall, upon completion of the installation and acceptance by the parties hereto, 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 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

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, or its agents or employees, 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, 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:

Tina J. Opper

Thomas Linda DeGruening
As to the Department

Thomas J. Phelan

Thomas J. Phelan
As to the Public Body

Approved:
Director of Road Operations

J. W. B. *4/14/76*
(Initials) (Date)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: *Billy S. Bellam*
Director of Administration

BY: *Cathy Desaki* (SEAL)
Executive Secretary

PUBLIC BODY

BY: *John H. Armstrong, Jr.*

Title: *Chairman*

ATTEST: *D. O. O'Leary* (SEAL)

Thomas J. Phelan

Approved as to form, legality
and execution.

Frank King
Assistant Attorney

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 April 12th, 1976.

LOCATION OF TRAFFIC SIGNAL INSTALLATIONS:

STATE JOB NO.	SR NO.	TRAFFIC OPERATIONS NO.	LOCATION:
<u>74060-3503</u>	<u>200</u>	<u>B.I. 218005</u>	<u>at School Entrance</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.

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

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

WHEREAS, Board of County Commissioners,
(Public Body) Nassau County, 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 Board of County Commissioners
(Public Body) Nassau County 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 Board of County Commissioners
(Public Body) Nassau County 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 Board of Co. Comm Nassau Co. at a
meeting held on the 24th day of February, A.D., 19 76,
and recorded in its minutes.

IN WITNESS WHEREOF, I hereunto set my hand and official seal
this 24th day of February, A.D., 19 76.

D. O. O'Leary (SEAL)
James Fisher

SECTION NO.	JOB NO.	SR NO.	TRAFFIC OPERATIONS NO.	COUNTY NAME	MUNICIPALITY
74060	3503	200	B.I. 218005	Nassau	

MAINTENANCE AGREEMENT

TRAFFIC SIGNALS

THIS AGREEMENT, made and entered into this 24th day of February, 19 76, 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 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.

2. That the Public Body shall, upon completion of the installation and acceptance by the parties hereto, 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 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

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, or its agents or employees, 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, 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:

As to the Department

As to the Public Body

Approved:
Director of Road Operations

(Initials) (Date)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Director of Administration

BY: _____ (SEAL)
Executive Secretary

PUBLIC BODY

BY: John H. Armstrong Sr.
Title: _____

ATTEST: _____ (SEAL)

Approved as to form, legality
and execution.

Assistant Attorney

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 _____, 19__.

LOCATION OF TRAFFIC SIGNAL INSTALLATIONS:

STATE JOB NO.	SR NO.	TRAFFIC OPERATIONS NO.	LOCATION:
74050-3503	200	B.I. 218005	at School Entrance
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

RESOLUTION NO.

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

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

WHEREAS, Board of County Commissioners deems it in the public
(Public Body) Nassau Co.
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 Co. Comm. Nassau Co. 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 Bd. of Co. Comm. Nassau County authorizes the said
(Public Body)
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 Board of Co. Comm. Nassau Co. at a
meeting held on the 24th day of February, A.D., 1976,
and recorded in its minutes.

IN WITNESS WHEREOF, I hereunto set my hand and official seal
this _____ day of _____, A.D., 19____.

(SEAL)

Florida



Department of Transportation

REUBIN O'D. ASKEW
GOVERNOR

TOM WEBB, JR.
SECRETARY

Post Office Box 1089
Lake City, Florida 32055
May 17, 1976

Job No. 72040-3511
State Road 200
B.I. 210021
In Yulee
Nassau County
T.O. 6363

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

Dear Mr. King:

Please find attached four copies of a Maintenance Agreement for signalization on State Road 200 at S-200-A in Yulee.

Please execute the "PUBLIC BODY" portion on sheet three, and complete sheet five (Resolution) in its entirety. All signatures must be in ink, with appropriate witnesses and the County's seal. Please do not enter a date on the first and fourth sheets, as this will be added by our Tallahassee office.

After execution of this document by the City, please return all four copies to this office for further handling. Upon final execution by the Department you will receive an approved copy.

Yours very truly,

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

D. Littlefield
District Traffic Operations Engineer

DL:HWC:dhb
att.