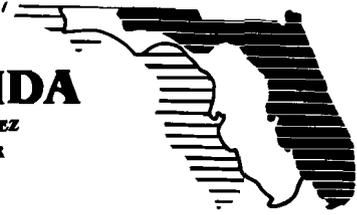


**FLORIDA**

BOB MARTINEZ  
GOVERNOR



**DEPARTMENT OF TRANSPORTATION**

BEN G. WATTS  
SECRETARY

1901 South Marion Street  
Lake City, Florida 32056-1089  
September 19, 1990

Master Maintenance Agreement  
Nassau County  
T.O. 90-412

Mr. T. J. "Jerry" Greeson  
Ex-Officio Clerk  
Post Office Box 1010  
Fernandina Beach, Florida 32628

Dear Mr. Greeson:

Please find attached your approved copy of the Master Maintenance Agreement, Resolution and Operations Request Order No. 1 between Nassau County and the Department of Transportation for the maintenance of traffic signalization.

Yours truly,

A handwritten signature in cursive script, appearing to read "H. Wilton Cobb".

H. Wilton Cobb  
Traffic Operations Engineer

HWC:lt

cc: Mr. R. G. Greene, District Secretary  
Mr. M. R. Flanagan, District Director of Operations  
Document Control, Mail Station 16

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
TRAFFIC SIGNAL MAINTENANCE AGREEMENT

FORM 750-01G-22-a  
REPLACES 749-01  
TRAFFIC ENG - 03/90  
PAGE 1 OF 2

THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of September, 1990  
by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the  
"Department", and Nassau County Florida, a political subdivision of the  
State of Florida, herein called the "Maintaining Agency".

WITNESSETH:

WHEREAS, the maintenance, and operation of traffic signals or signal systems are necessary for safe and efficient highway transportation along the State Highway System; and

WHEREAS, the maintaining Agency, by Resolution attached hereto and incorporated herein, and the Department, by this Agreement, have determined that it is in the public interest for the Maintaining Agency to maintain and operate traffic signals and signal systems at certain locations along the State Highway System.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Maintaining Agency, and the designated officer of the Maintaining Agency named in the Resolution accompanying this Agreement has favorably acknowledged the request order, the Maintaining Agency shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Maintaining Agency in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accord with Part VI of the MANUAL on Uniform Traffic Control Devices (MUTCD) as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems, and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems beginning with the burn-in period following conditional acceptance of the signal installation by the Department, and shall undertake the maintenance and continuous operation of said traffic signal and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the Department's Supplemental Specifications to the Standard Specifications for Road and Bridge Construction.
5. The Maintaining Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agrees with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs), and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements without the prior written approval of the Department. Conversely, the Department shall not make any modifications and/or equipment replacements without prior written notice to the Maintaining Agency.

7. The Maintaining Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, or special provisions. The Maintaining Agency may make modifications in timing and/or phasing of signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by , or for, the Maintaining Agency in accordance with Section 1A-4 of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer registered in the State of Florida. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.

8. The Maintaining Agency shall place a copy of the Department's letter approving any modification or replacement of equipment or any changes in timing or circuitry in the documentation container within the controller cabinet.

9. The Maintaining Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such agreements are consistent with the mutual covenants contained in this agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

10. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

11. To the extent permitted by law, the Maintaining Agency shall indemnify, defend, save and hold harmless any joint pole owners from all claims, demands, suits, liabilities, damages, losses, and expenses, for bodily injury or death to persons or damage to property resulting in connection with the performance of the above described responsibilities by the Maintaining Agency, its contractors, subcontractors, agents, employees or representatives, and subject to limitations set forth in Section 768.28(5), Florida Statutes, (1985).

12. The Maintaining Agency shall indemnify, defend, save and hold harmless, the State, the Department and all of its officers, agents and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of, this Agreement by the Maintaining Agency, its subcontractors, agents or employees or due to any act or occurrence of omission or commission of the Maintaining Agency, its subcontractors, agents or employees. Neither the Maintaining Agency nor any of its subcontractors, agents or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees.

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

Maintaining Agency Seal

Nassau County, FLORIDA  
Maintaining Agency

By: *James J. Smith*

Title: Chairman, Board of County Commissioners

Attest: *[Signature]*  
Ex-officio Clerk

APPROVED: *[Signature]*  
Attorney

Department Seal

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: *[Signature]*

Title: District Secretary

Attest: *Lisa Jode*

APPROVED: *Keri O'Connor*  
Attorney

RESOLUTION NO. 1

RESOLUTION AUTHORIZING THE EXECUTION OF  
A TRAFFIC SIGNAL MAINTENANCE  
AGREEMENT BETWEEN THE STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION AND

Nassau County

On motion of Higginbotham, Dist 1, seconded by Branan,  
the following resolution was adopted;

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

NOW, THEREFORE, BE IT RESOLVED

1. That Nassau County, Florida concurs in the provisions of that certain agreement  
(Maintaining Agency)  
attached hereto, pertaining to the design, installation, maintenance, and operation of traffic signals or  
signal systems along the State Highway System as identified in the approved "request orders" as provided  
under the agreement.
2. That Nassau County, Florida authorizes County Engineer  
(Maintaining Agency) (job title or name of position held)  
to legally acknowledge and approve for this Maintaining Agency lists of signalized intersections and  
equipment which are contained in any "request orders" from the Department of Transportation as provided  
for under the agreement.
3. That Nassau County, Florida authorizes the said agreement to be executed by a  
(Maintaining Agency)  
legally designated officer of the Maintaining Agency.

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 13th day of August, A.D., 1990,  
and recorded in its minutes.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 22nd day of August  
A.D., 1990.

Joy Reason, Clerk  
Kay Joyce Bradley, DC (SEAL)

A.

D.O.T. DISTRICT NO. <u>2</u>	COUNTY <u>Nassau</u>
MAINTAINING AGENCY	
<u>Nassau County</u>	

- B. 1. All signals and signal systems covered by this request order are referenced to an agreement of record dated \_\_\_\_\_ between the Department and Maintaining Agency and no supplemental agreement is required.
2. The Maintaining Agency is hereby authorized and requested to undertake the maintenance and operation of \_\_\_\_\_ signals or signal systems along the State Highway System as listed in PART C of this request order. All previously numbered and dated request orders for these same locations are rescinded unless specifically exempted as follows:
- \_\_\_\_\_
- \_\_\_\_\_

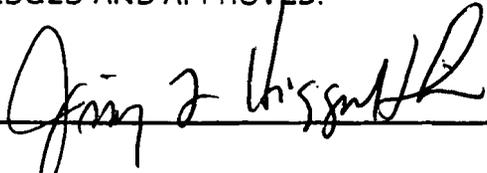
C. Identification of Type of Equipment and Installations to be Maintained and Operated.

(PART C is attached)

D. APPROVALS

MAINTAINING AGENCY

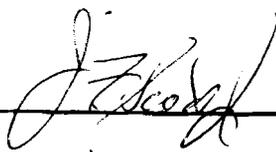
ACKNOWLEDGED AND APPROVED:

Signature:  Date: 8-13-90

Title: Chairman, Board of County Commissioners

FLORIDA DEPARTMENT OF TRANSPORTATION

ACKNOWLEDGED AND APPROVED:

Signature:  Date: 9/17/90

Title: District Traffic Operations Engineer

Copies: District Traffic Operations (original)  
Maintaining Agency  
Document Control (MS 16)

PART CIDENTIFICATION OF TYPE OF TRAFFIC SIGNAL EQUIPMENT AND  
INSTALLATIONS TO BE MAINTAINED AND OPERATED

INTERSECTION NO.	STREET NAMES	PRE-TIMED	ACTUATED	MICRO-PROCESSOR	OTHER	INTER-CONNECTED
1	Section 74020, SR 5 (US 17)		X			
	M.P. 4.037 at Section 74040					
	SR 200/A1A M.P. 30.548 at					
	Section 74060, SR 200/A1A					
	M.P. 0.000					
2	Section 74020, SR 5 (US 17)				*	
	at CR 200A, M.P. 4.274					
3	Section 74030, SR 15				*	
	(US 1/301) at CR 115,					
	M.P. 5.249					
4	Section 74040, SR 200				*	
	(US 301) at Church Road					
	(Briceville), M.P. 1.450					
5	Section 74040, SR 200/A1A				*	
	at CR 200A (Yulee),					
	M.P. 30.373					

## SPECIAL EQUIPMENT to be operated and maintained:

\*4 Pole Overhead Flashing School Signs, Intersection No. 2

\*4 Pole Overhead Flashing School Signs, Intersection No. 3

\*Side Mounted Flashing School Signs, Intersection No. 4

\*4 Pole Overhead Flashing School Signs, Intersection No. 5

## PART C

IDENTIFICATION OF TYPE OF TRAFFIC SIGNAL EQUIPMENT AND  
INSTALLATIONS TO BE MAINTAINED AND OPERATED

INTERSECTION NO.	STREET NAMES	PRE-TIMED	ACTUATED	MICRO-PROCESSOR	OTHER	INTER-CONNECTED
6	Section 74060, SR 200/A1A at Yulee Elementary School M.P. 0.875				*	
7	Section 74060-3526, SR 200/ A1A at CR 107/Blackrock Rd M.P. 4.384, WPI 2118096				*	
8	Section 74060, SR 200/A1A at CR 107/Scott Road, M.P. 5.287		X			
9	Section 74060, SR 200/A1A at Amelia Island Parkway M.P. 8.176		X			
10	Section 74060, SR 200/A1A at CR 108/Sadler Road M.P. 9.189		X		*	

## SPECIAL EQUIPMENT to be operated and maintained:

\*4 Pole Overhead Flashing School Signs, Intersection No. 6

\*Flashing Beacon, Intersection No. 7

\*Overhead Flashing School Signs, Intersection No. 10



# Nassau County Engineer

2290 SOUTH 8th STREET  
FERNANDINA BEACH, FL 32034-3056

WILLIAM LECHER, P.E.  
COUNTY ENGINEER

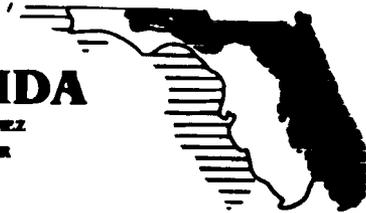
## MEMORANDUM

TO: T. J. GREESON, COUNTY CLERK  
FROM: *W* WILLIAM LECHER, P.E., COUNTY ENGINEER  
DATE: AUGUST 9, 1990  
RE: DOT MAINTENANCE AGREEMENTS

~~~~~  
The attached annual DOT maintenance agreements are for traffic and school signals. These are standard agreements we approve on a yearly basis.

**FLORIDA**

BOB MARTINEZ  
GOVERNOR



**DEPARTMENT OF TRANSPORTATION**

BEN G. WATTS  
SECRETARY

1901 South Marion Street  
Lake City, Florida 32056-1089  
July 26, 1990

Master Maintenance Agreement  
Nassau County  
T.O. 90-353

Mr. T. J. "Jerry" Greeson  
Nassau County Clerk  
Post Office Box 1010  
Fernandina Beach, Florida 32034

Dear Mr. Greeson:

We are attaching three (3) copies each of a Master Maintenance Agreement, Resolution and Operation Request Order No. 1 for the maintenance of signalization.

Please have the County's portion of the Agreement and Operation Request Order executed with the County's Seal and complete the Resolution in its entirety. All signatures must be in ink with appropriate witnesses. Do not enter a date on the first sheet, as this will be entered after approval.

Please note that the Maintenance Agreement is considered a Master Agreement. Upon approval and execution of this Agreement, only Operation Orders will be necessary for any future projects you have.

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

Yours truly,

H. Wilton Cobb  
Traffic Operations Engineer

HWC:lt  
Attachments (3)

cc: Mr. W. W. Miller, District Secretary  
Mr. M. R. Flanagan, District Director of Operations



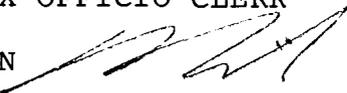
**NASSAU COUNTY**  
BOARD OF COUNTY COMMISSIONERS  
P.O. Box 1010  
Fernandina Beach, Florida 32034

|                       |                              |
|-----------------------|------------------------------|
| Jim B. Higginbotham   | Dist. No. 1 Fernandina Beach |
| Hazel Jones           | Dist. No. 2 Fernandina Beach |
| Tom Branan            | Dist. No. 3 Yulee            |
| James E. Testone      | Dist. No. 4 Hilliard         |
| Jimmy L. Higginbotham | Dist. No. 5 Callahan         |

T.J. "Jerry" GREESON  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

M E M O R A N D U M

TO: T. J. GREESON, EX-OFFICIO CLERK  
FROM: MICHAEL S. MULLIN   
SUBJECT: MAINTENANCE AGREEMENT FROM D.O.T.  
DATE: AUGUST 9, 1990

---

I have reviewed the above referenced Agreement and approve the Agreement.

MSM:ew



**NASSAU COUNTY**  
BOARD OF COUNTY COMMISSIONERS  
P.O. Box 1010  
Fernandina Beach, Florida 32034

|                       |                              |
|-----------------------|------------------------------|
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| Hazel Jones           | Dist. No. 2 Fernandina Beach |
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| James E. Testone      | Dist. No. 4 Hilliard         |
| Jimmy L. Higginbotham | Dist. No. 5 Callahan         |

T.J. "Jerry" GREESON  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

MEMORANDUM

TO: WILLIAM LECHER, COUNTY ENGINEER  
MICHAEL S. MULLIN, COUNTY ATTORNEY

FROM: T. J. "JERRY" GREESON, EX-OFFICIO CLERK

DATE: AUGUST 8, 1990

RE: ENCLOSED MAINTENANCE AGREEMENT FROM D.O.T.

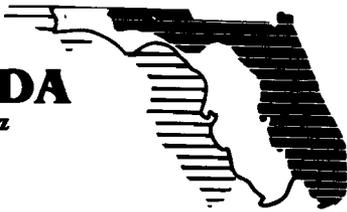
-----  
Enclosed please find for your review a copy of a Master Maintenance Agreement from the Florida Department of Transportation for maintenance of signalization as described within the agreement.

Please review this agreement and if you have any comments regarding same, please forward them to my office by Friday, August 10. This agreement is scheduled to go before the Board at their next regular meeting of August 13 for approval.

Thank you for your cooperation in this matter.

**FLORIDA**

BOB MARTINEZ  
GOVERNOR



**DEPARTMENT OF TRANSPORTATION**

BER G. WATTS  
SECRETARY

1901 South Marion Street  
Lake City, Florida 32056-1089  
July 26, 1990

Master Maintenance Agreement  
Nassau County  
T.O. 90-353

Mr. T. J. "Jerry" Greeson  
Nassau County Clerk  
Post Office Box 1010  
Fernandina Beach, Florida 32034

Dear Mr. Greeson:

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

Yours truly,

H. Wilton Cobb  
Traffic Operations Engineer

HWC:lt  
Attachments (3)

cc: Mr. W. W. Miller, District Secretary  
Mr. M. R. Flanagan, District Director of Operations



**NASSAU COUNTY**  
BOARD OF COUNTY COMMISSIONERS  
P.O. Box 1010  
Fernandina Beach, Florida 32034

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| Jimmy L. Higginbotham | Dist. No. 5 Callahan         |

T.J. "Jerry" GREESON  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

August 23, 1990

Mr. H. Wilton Cobb  
Traffic Operations Engineer  
Florida Department of Transportation  
1901 South Marion Street  
Lake City, FL 32056-1089

Dear Mr. Cobb:

Enclosed please find the three copies of a Master Maintenance Agreement, Resolution and Operation Request Order No. 1 for maintenance and signalization.

These documents have been approved by the Board and signed by the Chairman of the Board of County Commissioners. After these documents have been executed by your department, this office would appreciate receiving a fully executed copy for its files.

Sincerely,

*T.J. Greeson, Clerk*  
*by J. Bradley, DC*

T. J. "Jerry" Greeson  
Ex-Officio Clerk

TJG:jb

Enclosures