## RESOLUTION NO. 79-21

1º

RESOLUTION AUTHORIZING THE EXECUTION OF THE TRAFFIC SIGNAL AGREEMENT BEIWEEN THE STATE OF FLORIDA DEPARIMENT OF TRANSPORTATION AND <u>the County of</u> Nassau

On motion of <u>Commissioner Claxton</u>, seconded by <u>\_\_\_\_\_\_</u> <u>Commissioners Jones</u>, the following resolution was adopted; <u>WHEREAS</u>, <u>County of Nassau</u>, deems it in the public interest (Public Body) to provide for the operation of certain traffic signals on the State Highway System within <u>Nassau County</u>, and to enter into the attached (Jurisdiction) agreement with the State of Florida, Department of Transportation.

NOW THEREFORE, BE IT RESOLVED BY

1. That <u>County of Nassau</u> rencurs in the provisions (Public Body) of that certain agreement attached hereto, pertaining to the design, installation, operation and maintenance of a traffic signal installation described in Exhibit "A" to that agreement.

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

STATE OF FLORIDA

Gene RBlackwilden

COUNTY OF NASSAU

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I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted byBoard County Commissionerst a meeting held on the <u>21st</u> day of <u>August</u>, A.D., 1979, and recorded in its minutes.

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

Aloria H. Lust (SEAL)

Notary Public, State of Florida at Large My commission expires Jan. 9, 1980

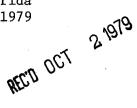


BOB GRAHAM GOVERNOR

Florida

WILLIAM N. ROSE SECRETARY

Division of Road Operations Lake City, Florida September 27, 1979



Mr. Richard L. King, County Engineer Nassau County Post Office Box 386 Hillard, Florida 32046

Dear Sir:

Section 74000-6907, State Road (Bonnieview Dr.) Nassau County, Parcel 1 (R/W SIG-S) Crossing No.: 620813-Y; RRMP: SMA-45.02 F.A.P. No.: RRO-000S(22)

We are attaching subject tri-party agreement for installation of grade crossing protective devices on Bonnieview Drive for execution on behalf of Nassau County and return to this office. Upon execution by the Department, one fully executed copy will be returned for your files.

Your cooperation in this matter is appreciated.

Sincerely yours,

F. S. Dees, District Utility Engineer

FSD:WTC:lsw
Attachment
cc: Mr. E. M. Salley, P. E., State Utility Engineer

SECTION - 14000- 6907		
STATE ROAD NO. BONNEW	Dr.	
COUNTY		

#### RAILROAD REIMBURSEMENT AGREEMENT GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY (County)

110 620 813

DP-5MA-45,72

COUNTY SECTIONUTILITY JOB NO.STATE ROAD NO.COUNTY NAMEPARCEL & R/W JOB NO.F A P NO.740006907DriveNassau1 (SIG-S)RRO-000S (22)

THIS AGREEMENT, made and entered into this \_\_\_\_\_\_day of \_\_\_\_\_\_\_, 197\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and <u>Seaboard Coast Line Railroad Company</u>, a corporation, with its principal place of business in the City of <u>Jacksonville</u>, , County of <u>Duval</u>, State of <u>Florida</u>, hereinafter called the COMPANY; and <u>Nassau County</u>, a political subdivision of the State of Florida, hereinafter called the COUNTY.

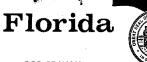
WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the State Highway System, designated by the DEPARTMENT as Job No. 74000-6907. between <u>Clinch Rd.</u> \_\_\_\_\_ and \_\_\_<u>Gieger Rd</u>. which crosses at grade 111 North the right-of-way and tracks of the COMPANY at a point. feet \_from the COMPANY'S Milepost SMA 45 \_\_\_\_\_, FDOT/AAR Crossing Number 620813-Y at or near Fernandina Beach \_\_\_\_, as shown on DEPARTMENT's Plan Sheet No. \_\_\_\_\_, attached hereto as part hereof; and 2

WHEREAS, the work contemplated hereunder is subject to the provisions of the Federal Highway Administration Federal Aid Highway Program Manual, Volume 1, Chapter 4 Section 3 (FHPM 1-4-3), as amended, and Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 1 (FHPM 6-6-2-1), as amended, and DEPARTMENT'S Rule 14-46.02, Florida Administrative Code, as amended.

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

A. The COMPANY shall:



## **Department of Transportation**

BOB GRAHAM GOVERNOR

WILLIAM N. ROSE SECRETARY

REC'D AUG 1 1979

Post Office Box 1089 Lake City, Florida July 31, 1979 32055

Job No. 74000-3907 State Road 200 B.I. 228086 Nassau County T.O. 9615

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

Dear Mr. King:

We are attaching four copies of a Maintenance Agreement for signalization on State Road 200 at Bonnieview Drive.

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. Do not enter a date on the first and fourth sheets, as this will be entered by our Tallahassee office.

After execution of this document, 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,

D. Littlefield District Traffic Operations Engineer

dhb att.

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

TRAFFIC SIGNAL AGREEMENT

THIS AGREEMENT, made	day of	
-1	, 19 <u>79</u> , by and betwee	n the State of Florida
Department of Transportation	on, an Agency of the State o	f Florida, hereinafter called
the "Department" and the	County of Nassau	
FIGRIDA, bereinafter calle	d the "Public Body".	

LORIDA, hereinafter called the "Public Body".

## WITNESSETH:

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,

t Rije

the day and year first above written.

STATE OF FLORIDA DEPARIMENT OF TRANSPORTATION BY: Director of Administration (SEA BY: Executive Secretary PUBLIC BODY BY: Title: Chairman, Board of County Commissioners  $\mathcal{L}_{\mathcal{K}}$ 2453 ATTEST:

8.5

Approved: Director of Road Operations Florida Department of Transportation Approved as to form, legality and execution.

Attorney, Florida Department of Transportation

(Date)

# EXHIBIT "A" MAINTENANCE AGREEMENT TRAFFIC SIGNALS

This Exhibit "A" forms an integral part of that certain Traffic Signals

\_\_\_\_, 19\_<u>79</u>.

Maintenance Agreement between the State of Florida Department of Transportation and

the County of Nassau

dated

LOCATION OF TRAFFIC SIGNAL INSTALLATIONS:

STATE JOB NO.	SR NO.	TRAFFIC OPERATIONS NO.		LOCATION:			ur an en
74000-3907	200	B.I. 228086	-	at Bonnieview Drive	· · · ·		
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