

RESOLUTION NO. 67

RESOLUTION AUTHORIZING THE EXECUTION  
OF THE TRAFFIC SIGNALS MAINTENANCE  
AGREEMENT BETWEEN THE STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION AND  
THE  
City of Springfield

On motion of J.B. McLenore, seconded by

K.J. Whaley Jr., the following resolution was adopted:

WHEREAS, City of Springfield,  
(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 City of Springfield  
(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 City of Springfield  
(Public Body) authorizes the said  
agreement to be executed by a legally designated officer of this  
Public Body.

STATE OF FLORIDA

COUNTY OF Bay

I HEREBY CERTIFY that the foregoing is a true and correct  
copy of a Resolution adopted by Springfield Commission at a  
meeting held on the 7th day of April, A.D., 1975,  
and recorded in its minutes.

IN WITNESS WHEREOF, I hereunto set my hand and official seal  
this 7th day of April, A.D., 1975.

 (SEAL)

COUNTY SECTION NO.	JOB NO.	SR NO.	TRAFFIC OPERATIONS NO.	COUNTY NAME	MUNICIPALITY
46080	3504	22		Bay	Springfield

MAINTENANCE AGREEMENT

TRAFFIC SIGNALS

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of April, 19 75, by and between the State of Florida Department of Transportation, an Agency of the State of Florida, hereinafter called the "Department" and the City of Springfield 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.

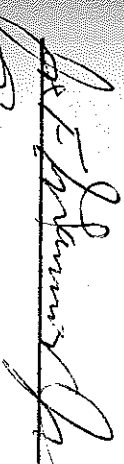
WITNESSES:

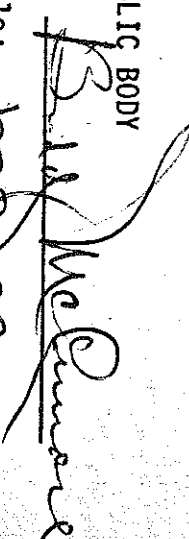

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

As to the Department

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

  
As to the Public Body

PUBLIC BODY  
BY:   
Title: Mayor  
ATTEST:  (SEAL)  
TITLE: City Clerk

Approved:  
Director of Road Operations

Approved as to form, legality  
and execution.

(Initials) \_\_\_\_\_ (Date) \_\_\_\_\_

  
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 City of Springfield

Dated April 7, 1975

LOCATION OF TRAFFIC SIGNAL INSTALLATIONS:

STATE JOB NO.	SR NO.	TRAFFIC OPERATIONS NO.	LOCATION:
<u>46080</u>	<u>22</u>	<u>          </u>	<u>At Intersection with SR 30</u>
<u>3504</u>	<u>(Mewa</u>	<u>          </u>	<u>(Business 98) MP 0.00</u>
<u>          </u>	<u>Highway)</u>	<u>          </u>	<u>          </u>
<u>46080</u>	<u>22</u>	<u>          </u>	<u>At Intersection with S-735 (Leg</u>
<u>3504</u>	<u>(Mewa</u>	<u>          </u>	<u>A) (Old S-22-E) MP 0.520</u>
<u>          </u>	<u>Highway)</u>	<u>          </u>	<u>          </u>