

RESOLUTION NO. 72

WHEREAS, The City of Springfield, deems it in the public interest to enter into an agreement with the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, relative to participating in a traffic operations project with the State of Florida, Department of Transportation, described in the 1973, Section 230, Safer Roads Demonstration Program. NOW, THEREFORE, BE IT RESOLVED BY: the City of Springfield:

1. That the City of Springfield concurs in the provisions of that certain agreement attached hereto pertaining to the City of Springfield, participation with the Department of Transportation in the 1973, Section 230, Safer Roads Demonstration Program.
2. That the City of Springfield authorizes the said agreement to be executed by a legally designated officer of this Public Body.


Date: January 5, 1976

City Council of Springfield

Signed:


Mayor


Commissioner


Commissioner


Commissioner


Commissioner

Attested: Clerk of Springfield

Ruth Fuqua

Signed:



AGREEMENT

(Safer Roads Demonstration - FDOT or its contractor performs work)

THIS AGREEMENT, made and entered into this 5th day of January 1976 1975/ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department," and City of Springfield, hereinafter called the "Public Body";

W I T N E S S E T H:

WHEREAS, Department and Public Body desire to share the costs of Safer Road Demonstration Project, with the Public Body to provide certain statistical data in connection therewith.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Department will undertake a Safer Roads Demonstration Project, hereinafter referred to as the Project, more particularly describe in Exhibit "A", attached hereto and made a part hereof, at an estimated cost of \$ 2,000.00.
2. In the event that any election, referendum, approval, permit notice, or other proceeding or authorization is requisite under applicable law to enable the Public Body to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Public Body will initiate and consummate, as provided by law, all actions necessary with respect to any matters so requisite.
3. The Public Body will pay ten percent (10%) of the cost of the project and for this purpose will deposit \$ 200.00 with the

Department upon the execution of this Agreement. In the event the actual cost of the Project differs from the estimated cost, the Public Body will deposit its prorata share of the increased costs with the Department within fifteen (15) days after the cost increases becomes known.

4. The Public Body shall obtain traffic counts of all streets within the Project limits prior to the start of construction and also annually for a two year period commencing on the completion date of the Project as determined by the Department. Traffic counts are to be obtained in a manner approved by the Department. The Public Body shall obtain hard copies of the accident reports for a period of 12 months prior to the start of construction and 24 months following construction completion. The accident record periods may be any consecutive 12 month period; however the before and after periods must be identical. The Public Body shall report to the Department by July 15th of each year, the number of accidents, the number of injuries, and the number of fatalities occurring during the the accident record period. Any expense incurred in the performance of this paragraph will be bore by the Public Body.

5. The Public Body hereby agrees to indemnify, defend, save and hold harmless the Department from 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 for its own negligence or breach of contract.

It is mutually agreed that the Department's Director of Road Operations shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of its 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 parties hereto.

IN WITNESS WHEREOF, the Public Body has caused this contract to be duly executed in its behalf, and thereafter the Department has caused the same to be duly executed, all as of the day and year first above written.

APPROVED:

Jay W. Brown, Director of Road
Operations

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Director of Administration

ATTEST: Executive Secretary (SEAL)

Public Body

BY: Buddy McInerney

TITLE: MAYOR

ATTEST: Russ K. Fugus (SEAL)

TITLE: City Clerk

APPROVED AS TO FORM, LEGALITY
AND EXECUTION, FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Assistant Attorney