

RESOLUTION NO. 85-M-21

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

On motion of Commissioner Treadway, seconded by Commissioner Dorman, the following Resolution was adopted;

WHEREAS, ORANGE COUNTY, deems it in the public interest to provide for the maintenance and operation of certain traffic signals along the State Highway System within ORANGE COUNTY, and to enter into the attached Agreement with the State of Florida, Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED

1. That ORANGE COUNTY concurs in the provisions of that certain Agreement 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 ORANGE COUNTY authorizes MICHAEL J. TAKO, P.E., Transportation Director 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 ORANGE COUNTY authorizes the said Agreement to be executed by a legally designated officer of the Maintaining Agency.

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the BCC of Orange County at a meeting held on the 22nd day of July, A.D., 1985, and recorded in its minutes.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 24th day of July, A.D., 1985.

Mary J. Garrison
Deputy Clerk (SEAL)

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING
JUL 22 1985

JUL 22 1985

MASTER TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1985, by and between the State of Florida, Department of Transportation, an agency of the State of Florida, hereinafter called the "Department," and Orange County, Florida, a political subdivision of the State of Florida, hereinafter called the "Maintaining Agency."

W I T N E S S E T H:

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

WHEREAS, the Department proposes that the Maintaining Agency shall maintain and operate traffic signals and signal systems at certain locations 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, 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. Prior to installation of new traffic signals and signal systems, the proposed functional design and operation thereof shall be coordinated with, and reviewed and approved

by, the Maintaining Agency. Such design and operation shall be as energy efficient as possible.

3. Regardless of whether the installation of new traffic signals and signal systems is performed by the Maintaining Agency or the Department, such installation 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 not be responsible for the costs and expenses of labor and material for installation of new traffic signals and signal systems.

5. The Maintaining Agency shall be responsible for the costs and expenses (including, but not limited to, charges for electricity) incurred in connection with the maintenance and operation of the traffic signals and signal systems.

6. The Maintaining Agency shall maintain and operate the traffic signals and signal systems in a manner that ensures the safe and efficient movement of highway traffic and that complies both with the maintenance requirements of the International Municipal Signal Association (IMSA), and the operational requirements of the MUTCD, as amended. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventative maintenance, including periodic inspection, service and routine repairs, and emergency maintenance, including trouble shooting in the event of equipment malfunction, failure, or damage. The Maintaining Agency shall employ a sufficient number of traffic signal technicians who are certified by the IMSA at Level II or higher, or the equivalent thereto, to maintain and operate the traffic signals and signal systems. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log which shall contain, at a minimum, traffic signal log details recommended by the IMSA.

7. The Maintaining Agency may remove any component of the installed equipment for repair. The Maintaining Agency shall not make any major, 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.

8. The Maintaining Agency shall set the timing and phasing circuitry of the traffic signals and signal systems in such a way that traffic flows in a safe and efficient manner. The Maintaining Agency may make modifications in the timing and phasing circuitry in order to accommodate any changing needs of traffic, provided that the maintaining agency promptly notifies the Department of such modifications. The Department reserves the right to examine the timing and phasing circuitry at any time and, after consultation with the Maintaining Agency, the Department may specify modifications in the timing and phasing circuitry. If the Department specifies modifications in the timing and phasing circuitry, implementation of such modifications shall be coordinated through the Maintaining Agency.

9. The Maintaining Agency may enter into agreements with other parties, including, but not limited to, agreements pertaining to the installation of new traffic signals and signal systems and to agreements relating to the costs and expenses incurred in connection with the maintenance and operation of such traffic signals and signal systems, provided that such agreements are not inconsistent 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, each party shall indemnify, defend, save and hold harmless the other from all

claims, demands, suits, liabilities, damages, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from the negligent acts of commission or omission by such party, its contractors, subcontractors, employees, agents or representatives. However, nothing in this paragraph shall be construed as a waiver of sovereign immunity by either party.

12. The Maintaining Agency shall indemnify, defend, save, and hold harmless any joint pole owners from all claims, demands, suits, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, 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, except that the Maintaining Agency shall not be liable under this paragraph for such claims arising out of bodily injury or death to persons or damage to property to the extent that such injury, death or damage was caused by or resulted from the negligence of the Department.

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

Department Seal

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Director of Technical Policy
and Standards

By: _____
Executive Secretary

Maintaining Agency
Seal

ORANGE COUNTY, FLORIDA
(Maintaining Agency)

By: Hal Marston
Hal Marston

Title: Chairman

Attest: Mary Jo Garrison
Deputy Clerk

APPROVED:

Approved as to form, legality
and execution.

(Date)

Attorney

JDP 06/18/85