

**RESOLUTION NO. 99- 39**

**A RESOLUTION TO AUTHORIZE THE CHAIRMAN TO EXECUTE THE JOINT PROJECT AGREEMENT, TRAFFIC OPERATIONS PROJECT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MARCO ISLAND, FLORIDA**

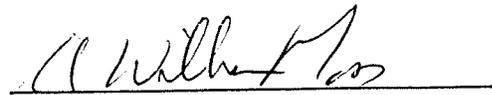
WHEREAS, the City of Marco Island deems it in the public interest to enter into the attached agreement with the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION relative to participating in a traffic operations project with the State of Florida Department of Transportation described in Exhibit "A" to said agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Marco Island City Council, in council duly assembled, hereby concurs in the provisions of that certain agreement attached hereto pertaining to the City of Marco Island's participation with the Department of Transportation in a traffic operations project described in Exhibit "A" to that agreement.

This Resolution shall take effect immediately upon passage by the City Council of Marco Island.

Passed in open and regular session of the City Council of the City of Marco Island, Florida, this 4th day of October, 1999.

Attest:



A. William Moss  
City Manager/City Clerk



David E. Brandt, Chairman

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and \_\_\_\_\_ Florida, a political subdivision of the State of Florida, herein called the "Maintaining Agency".

WITNESSETH:

WHEREAS, the Maintaining Agency has the authority to enter into said Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Section 334.044 F.S., to enter into this Agreement; and

WHEREAS, the Maintaining Agency by Resolution No. \_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_, a copy of which is attached hereto and made a part of hereof, has authorized its officers to enter into this agreement;

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 signals 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 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 unless the equipment provided is the same age or newer and is capable of performing the same functions. 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 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 Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Maintaining Agency shall send a signed/sealed copy of the timings to the Department immediately after installation. 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 note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file.

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. The Maintaining Agency, to the extent allowed by Section 768.28, F.S., shall indemnify, defend, save and hold harmless, the State, the Department, any joint pole owner and all of their 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.

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

Maintaining Agency Seal

\_\_\_\_\_, FLORIDA  
Maintaining Agency

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Attorney

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_

Department Seal

APPROVED:

\_\_\_\_\_  
Attorney

State of Florida Department of Transportation  
TRAFFIC SIGNAL MAINTENANCE & OPERATION  
ORDER NO.   1  

D.O.T. DISTRICT   ONE  

COUNTY   COLLIER  

PUBLIC BODY (MAINTAINING AGENCY)

  CITY OF MARCO ISLAND  

1. All signalized intersection and signal systems covered by this order are referenced to an agreement of record dated \_\_\_\_\_ between the Department and Public Body and no supplemental agreement is required.
  
2. The Public Body is hereby authorized and requested to undertake the maintenance and operation of   four (4)   signalized intersection on the State Highway System as listed in part C of this order. This order supersedes any previously numbered and dated orders for the locations contained herein.  
  
Location 1: SR 951, Section 03030 (Collier Blvd.) at San Marco Drive, M.P. 0.000  
Location 2: SR 951, Section 03030 (Collier Blvd.) at Bald Eagle Drive, M.P. 1.523  
Location 3: SR 951, Section 03030 (Collier Blvd.) at Elkcam Circle North, M.P. 1.722  
Location 4: SR 951, Section 03030 (Collier Blvd.) at Barfield Drive, M.P. 2.157
  
3. The Public Body hereby agreed to maintain these signalized locations.
  
4. Upon acceptance of this agreement the City of Marco Island will assume responsibility of the maintenance of the traffic signal installation and will conduct such maintenance in accordance with Federally approved state standards.

Identification of type of Equipment and installation to be maintained.  
(Part C is attached)

Locations 1 - 4: Fully actuated controllers with coordination and pedestrian features

Approvals

ACKNOWLEDGED

AND APPROVED: \_\_\_\_\_  
Date

APPROVED: \_\_\_\_\_  
Date

\_\_\_\_\_  
J. R. Lovell, P.E.  
District Traffic Operations Engineer

Traffic Engineer/Agent  
Public Body

copies: District Traffic Operations Office  
District Maintenance Office  
Local Government (Public Body)

## PART C

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INTERSECTION NO.	STREET NAMES	DESCRIPTION
Location 1:	SR 951, Sec. 03030 (Collier Blvd.) at San Marco Drive, M.P. 0.000	Fully actuated controller with coordination and pedestrian features
Location 2:	SR 951, Sec. 03030 (Collier Blvd.) at Bald Eagle Drive, M.P. 1.523	Fully actuated controller with coordination and pedestrian features
Location 3:	SR 951, Sec. 03030 (Collier Blvd.) at Elkcam Circle North, M.P. 1.722	Fully actuated controller with coordination and pedestrian features
Location 4:	SR 951, Sec. 03030 (Collier Blvd.) at Barfield Drive, M.P. 2.157	Fully actuated controller with coordination and pedestrian features