

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County / City of Longwood Traffic Signal Maintenance Agreement

DEPARTMENT: Public Works

DIVISION: Traffic Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Charlie Wetzel

EXT: 5686

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Seminole County - City of Longwood Traffic Signal Maintenance Agreement.

District 4 Carlton D. Henley

Charlie Wetzel

BACKGROUND:

At the March 14, 2006 Board of County Commissioners' (BCC) meeting, staff was given direction to proceed with terminating the Traffic Signal Maintenance Interlocal Agreements with the cities within Seminole County. New agreements with five (5) of the seven (7) cities were approved at the August 22, 2006 BCC meeting. Staff is now presenting the Seminole County - City of Longwood Traffic Signal Maintenance Agreement for consideration by the BCC.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Traffic Signal Maintenance Agreement Between Seminole County and the City of Longwood.

ATTACHMENTS:

1. Longwood Traffic Signal Maintenance Agreement

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Susan Dietrich)</p>
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**SEMINOLE COUNTY - CITY OF LONGWOOD
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into on the ____ day of _____, 2009, between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and the CITY OF LONGWOOD, a Florida Municipal Corporation, whose address is 175 West Warren Avenue, Longwood, Florida 32750, hereinafter referred to as the "CITY".

W I T N E S S E T H:

WHEREAS, Florida law provides for interlocal agreements between cities and counties for the performance of the respective administrative and service functions, and Chapter 125, Florida Statutes, grants counties broad home rule powers to perform acts in the public interest; and



WHEREAS, the CITY and the COUNTY recognize that there is a need to develop a coordinated effort for the repair of traffic signals in order to facilitate traffic engineering and the safe and efficient flow of traffic in Seminole County; and

WHEREAS, the CITY and the COUNTY desire to enter into a mutually beneficial relationship whereby the COUNTY will maintain all traffic signals owned or partially owned by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

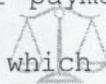
SECTION 1. RESPONSIBILITIES OF THE COUNTY.

(a) Maintenance Service. The COUNTY will provide maintenance service for all traffic signals owned or partially owned by the CITY that have been agreed to by the COUNTY through its COUNTY TRAFFIC ENGINEER. A specific listing of said traffic signals within the scope of this Agreement is contained in Exhibit "A", attached hereto and incorporated herein by reference, and hereinafter referred to as the "Traffic Signals". The COUNTY will maintain the Traffic Signals to the extent of the COUNTY's capability (in terms of ordinary maintenance and repair) and will charge the CITY an Annual Maintenance Fee for said services. Further, the COUNTY shall seek additional compensation from the CITY for costs it incurs above and beyond normal routine maintenance, to include, but not be limited to: mast arms, controller and/or cabinet replacement, emergency preemption (Opticom) equipment, video and loop detection equipment, etc. These additional costs will not exceed actual cost to the COUNTY.

(b) Changes to Inventory of Traffic Signals Subject to this Agreement. The parties agree that the COUNTY TRAFFIC ENGINEER, within his/her discretion, may acknowledge additions of new signals or subtractions of signals to/from the inventory of Traffic Signals subject to this Agreement as contained in Exhibit "A". As such, the CITY may request that a traffic signal be added to or subtracted from this Agreement by making such request in writing directly to the COUNTY TRAFFIC ENGINEER at the address listed in Section 8 of this Agreement. Such acceptance of responsibility for the maintenance of a new traffic signal or for the removal of a traffic signal from the inventory of Traffic Signals as contained in Exhibit "A" will not be effective until

the CITY receives a written notification of such acceptance of addition or removal from the COUNTY TRAFFIC ENGINEER. The CITY and COUNTY agree that the provisions of this Agreement including, but not limited to, provisions regarding maintenance and costs, will be applicable to traffic signals added to or removed from the inventory of Traffic Signals subject to this Agreement.

(c) Maintenance Standards. The Traffic Signals will be maintained in accordance with the most current manual of uniform traffic devices promulgated by the State Department of Transportation pursuant to Section 316.0745, Florida Statutes.

(d) Request for Payment. The COUNTY agrees to send requests for payment of its Annual Maintenance Fee as calculated in Section 3 hereof on a yearly basis. Requests for payment for any additional charges as outlined in section (a), above,  which exceed those in Section 3 hereof shall be billed as incurred.

SECTION 2. RESPONSIBILITIES OF THE CITY.

(a) Payment. The CITY agrees to pay an Annual Maintenance Fee for the services provided by the COUNTY pursuant to this Agreement, Section 1 (a). Further, the CITY shall reimburse the COUNTY for any costs the COUNTY incurs above and beyond normal routine maintenance as described by Section 1 (a) of this Agreement. The CITY will also be responsible for the power costs of traffic signal(s) as set forth in Section 5 of this Agreement.

(b) Time. The CITY agrees to remit payment for each invoice rendered hereunder by COUNTY within thirty (30) days of receipt of the COUNTY'S request for payment.

SECTION 3. CALCULATION OF NORMAL ROUTINE MAINTENANCE CHARGES.

(a) Normal Routine Maintenance. Both parties agree that the CITY shall pay COUNTY a flat Annual Maintenance Fee for normal routine maintenance services.

(b) Annual Maintenance Fee Calculation.

(1) Both parties agree that the Annual Maintenance Fee shall be based on the following: The calculated total costs to maintain all of the signals in the County as documented and tracked by our computerized work management system (Maintstar) will be divided by the total number of signals in the County to arrive at an average per intersection cost. This average cost will be the fee charged to each city and shall be calculated each year, based on actual cost averages from the previous year. An amount equal to ten (10) percent of full signal maintenance cost calculated above shall be added to the amount otherwise arrived at to determine the amount to be paid by the City in order to cover risks and other administrative obligations assumed by the County in maintaining City traffic signals.

(2) From the effective date of this Agreement, until changed pursuant to the criteria contained herein, the Annual Maintenance Fee for each signal within the scope of this Agreement shall be as set forth in Exhibit "A" herein, and shall be increased from time to time at the request of the County Traffic Engineer with written notice to the CITY.

SECTION 4. OWNERSHIP OF TRAFFIC SIGNALS.

(a) Statutory Maintenance Responsibilities. Both parties agree that Chapter 316, Florida Statutes, provides that County and Municipal governmental entities may place and maintain traffic control devices within their respective jurisdictions, according to the DOT manual and specifications therefore.

(b) Classes of Signals. Both parties agree that there are seven classes of signals:

- (1) Class 1. Traffic signals located at the intersection of two state roads.
- (2) Class 2. Traffic signals located at the intersection of a state and county road.
- (3) Class 3. Traffic signals located at the intersection of two county roads. 
- (4) Class 4. Traffic signals located at the intersection of a county and city road.
- (5) Class 5. Traffic signals located at the intersection of two city roads.
- (6) Class 6. Traffic signals located at the intersection of a state and city road.
- (7) Class 7. Traffic signals located at the intersection of a state, a county, and a city road.

SECTION 5. ALLOCATION OF COSTS.

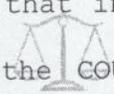
(a) Adjustment by Class. The CITY will be responsible for the Annual Maintenance Fee for regular service and parts, power costs, as well as any costs above normal routine maintenance as described in

Section 1 of this Agreement apportioned according to the class of a particular traffic signal.

(b) Designation of Class. The class of each traffic signal described in column 1 of Exhibit "A" to this Agreement shall be indicated by corresponding designation in column 2 of Exhibit "A", attached hereto and incorporated herein by reference.

(c) Cost Percentage Allocation According to Class of Traffic Signal.

(1) Class 1, Class 2, and Class 3. The COUNTY shall pay the power costs, and the COUNTY shall maintain the traffic signal, without assessing any Annual Maintenance Fee or any costs above normal routine maintenance.

(2) Class 4. The entity that installed the traffic signal shall pay the power costs, and  the COUNTY and the CITY shall each be responsible for 50% (fifty percent) of the Annual Maintenance Fee as well as 50% (fifty percent) of any costs above normal routine maintenance.

(3) Class 5 and Class 6. The CITY shall pay 100% (one hundred percent) of the power costs and the Annual Maintenance Fee. Further, the CITY shall pay 100% (one hundred percent) of any costs above normal routine maintenance.

(4) Class 7. The entity that installed the signal shall pay 100% (one hundred percent) of the power costs, and the COUNTY and the CITY shall each be responsible for 50% (fifty percent) of the Annual Maintenance Fee. The CITY shall also pay 50% (fifty percent) of any costs above normal routine maintenance.

SECTION 6. TERM. This Agreement shall take effect on the date of execution by the COUNTY, and shall remain in force until terminated pursuant to Section 7, and all payments are made current by the CITY.

SECTION 7. TERMINATION OF THE AGREEMENT.

(a) Either party may terminate this Agreement, at any time, by giving the other party thirty (30) days written notice thereof. The CITY shall not be relieved of its obligation to compensate the COUNTY pursuant to this Agreement for services rendered up to and including the date of termination.

(b) Termination of this Agreement by the CITY as to Class 4 and Class 7 traffic signals shall not relieve CITY of its continued obligation to remit the designated percentage. Failure to remit said percentage of costs may result in disruption of City road access to the County roads.



SECTION 8. NOTICES.

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

FOR THE COUNTY

Deputy County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32773

With a copy to:

Seminole County Traffic Engineer
140 Bush Loop
Sanford, Florida 32773

FOR THE CITY

City Manager
City of Longwood
175 West Warren Avenue
Longwood, Florida 32750

With a copy to:

Longwood Public Works Director
175 West Warren Avenue
Longwood, Florida 32750

Either of the parties may change, by written notice as provided herein, the addresses or persons designated for receipt of notices.

SECTION 9. REPRESENTATIONS. The undersigned represents that he is Mayor of the City of Longwood; that this document has been reviewed and duly approved for binding execution with all the formalities required by law; and that the CITY has likewise authorized the undersigned to bind the CITY to the terms and conditions contained in this Agreement.

SECTION 10. GOVERNING LAW. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. Venue for any legal action in connection herewith shall lie only in Seminole County.

SECTION 11. PARTIES BOUND. This Agreement is binding upon and shall inure to the benefit of CITY and COUNTY, and their successors and assigns.

SECTION 12. CONFLICT OF INTEREST.

(a) The CITY agrees that  it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CITY hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CITY to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CITY hereby agrees that monies, if any, received from the COUNTY pursuant to

this Agreement will not be used for the purpose of lobbying the Legislature or any State or federal agency.

(d) The CITY shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

SECTION 13. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

SECTION 14. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, it is the intent of the parties that the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

[Balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

Sarah M. Mirus
SARAH M. MIRUS, City Clerk

CITY OF LONGWOOD

By: Brian D. Sackett
BRIAN D. SACKETT, Mayor

Date: 02/16/09

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting

County Attorney

SED\dre
02\09\09

Attachment:

Exhibit A - Inventory List
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EXHIBIT "A"

SEMINOLE COUNTY - LONGWOOD
TRAFFIC SIGNAL MAINTENANCE
INTERLOCAL AGREEMENT

The traffic signal(s) covered by this AGREEMENT are located at the following intersections:

Column 1 Location Inventory	Column 2 Class
1 CR 427 at Church Avenue	4
2 North Street at Bennett Dr.	4
3 Rangeline at EE Williamson	4
4 SR 434 / Florida Central Pkway	6
5 SR 434 / Wayman St. (8/23/04)	6
6 SR 434 at Grant	6
7 SR 434 at Rangeline	6

Active Inventory at March 1, 2006
Revised Date: February 2009

VARIABLE CHARGES FOR MAINTENANCE OF TRAFFIC SIGNALS

The following charges for the Annual Maintenance Fee under Section 3 of this Agreement shall be as follows, subject to being increased by the County Traffic Engineer pursuant to the terms of this agreement:

1. The Annual Maintenance Fee for signal maintenance within the scope of this AGREEMENT and to be invoiced annually shall be \$3,916.00 per signal.

CR 427/Church Avenue Exhibit "B"



SECTION 31 TWP 20 RANGE 30



CR 427
CHURCH AVENUE

Traffic Signal Maintenance
Agreement

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773
Phone (407) 665-5677
FAX (407) 665-5623

April 2009

North Street/Bennett Drive Exhibit "B"



SECTION 1 TWP 21 RANGE 29

LEGAL DESCRIPTION

LEG S 70.8 FT OF LOTS E & F (LESS E 636 FT OF LOT E & W 317.5 FT OF LOT F) & LOTS G & H (LESS E 636 FT OF LOT H & W 317.5 FT OF LOT G) TRACT 75 SANLANDO SPRINGS
PB 7 PG 2



**NORTH STREET
BENNETT DRIVE**

**Traffic Signal Maintenance
Agreement**

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773
Phone (407) 665-5677
FAX (407) 665-5623

April 2009

Rangeline Road/EE Williamson Road Exhibit "B"



SECTION 30 TWP 20 RANGE 30



**RANGELINE ROAD
EE WILLIAMSON ROAD**

**Traffic Signal Maintenance
Agreement**

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773
Phone (407) 665-5677
FAX (407) 665-5623

April 2009

SR 434/Florida Central Parkway Exhibit "B"



SECTION 6 TWP 21 RANGE 30



SR 434
FLORIDA CENTRAL PARKWAY

Traffic Signal Maintenance
Agreement

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773
Phone (407) 665-5677
FAX (407) 665-5623

April 2009

SR 434/Wayman Street Exhibit "B"



SECTION 32 TWP 20 RANGE 30



SR 434
WAYMAN STREET

Traffic Signal Maintenance
Agreement

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773
Phone (407) 665-5677
FAX (407) 665-5623

April 2009

SR 434/Grant Street Exhibit "B"



SECTION 31 TWP 20 RANGE 30



SR 434
GRANT STREET

Traffic Signal Maintenance
Agreement

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773
Phone (407) 665-5677
FAX (407) 665-5623

April 2009

SR 434/Rangeline Road Exhibit "B"



SECTION 36 TWP 20 RANGE 29



SR 434
RANGELINE ROAD

Traffic Signal Maintenance
Agreement

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773
Phone (407) 665-5677
FAX (407) 665-5623

April 2009