

MARION COUNTY - CITY OF DUNNELLON
TRAFFIC SIGNAL MAINTENANCE INTERLOCAL
AGREEMENT #AGR2017-26

THIS INTERLOCAL AGREEMENT is entered into on the ____ day of _____ 2017, between MARION COUNTY, a political subdivision of the State of Florida, whose address is Marion County Board of County Commissioners, 601 S.E. 25 Avenue, Ocala, Florida 34471, hereinafter referred to as the "COUNTY", and City of Dunnellon whose address is 20750 River Drive, Dunnellon, FL 34431, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the parties are public agencies as defined in Section 163.01, Florida Statutes, and have the authority to enter into interlocal agreements and exercise jointly with any other public agency any power, privilege, or authority which they share in common and which each might exercise separately, as provided in Section 163.01, Florida Statutes; and

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

WHEREAS, the parties intend that certain traffic signals currently in the City of Dunnellon will be maintained and repaired by the COUNTY; and

WHEREAS, the CITY and the COUNTY wish to allow for the direct payment of the COUNTY for such maintenance and repair by the Florida Department of Transportation ("FDOT"); and

WHEREAS, FDOT has consented to make direct payments to the COUNTY for such maintenance and repair if the CITY and the COUNTY execute an interlocal agreement authorizing direct payments from FDOT to the COUNTY.

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 certain traffic signals located within the CITY. A specific listing of the traffic signals within the scope of this Agreement is contained in Exhibit "A," which is attached hereto and incorporated herein by reference. The COUNTY will operate and maintain the traffic signals in a manner consistent with

maintenance practices prescribed by the Florida Department of Transportation (FDOT) Signal Maintenance and Compensation Agreement between the County and FDOT, as amended. The COUNTY's maintenance responsibilities shall include preventive maintenance, (periodic inspection, service and routine repairs), and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage).

The COUNTY shall set and maintain the timing and phasing of the traffic signals. Where applicable, this work will comply with the timing and phasing plans, specifications, or special provisions required by Florida Department of Transportation (FDOT).

This Agreement shall not be construed to impart ownership of any traffic signal to the COUNTY.

(b) Repair to Damaged Signals

(1) Both parties agree that in the event of major damage to the signal and such damage is beyond the COUNTY's ability to repair, it may be necessary to either:

(i) Remove the controller and place the signal in temporary flashing mode until the said controller can be repaired elsewhere; or

(ii) Replace the controller with a back-up unit in the event the said controller needs to be repaired elsewhere or replaced.

(2) For other major repairs beyond the COUNTY's ability to repair, a traffic signal contractor shall be notified by the COUNTY and authorized to make such repairs and/or replacements. Payment shall be made by the COUNTY to the contractor and the COUNTY will be reimbursed by FDOT.

(3) The CITY shall reimburse the COUNTY for any and all costs incurred by the COUNTY that are not paid by FDOT if FDOT is not obligated to pay for same.

(c) Modification or upgrade of signal.

The CITY may request that the COUNTY modify or upgrade the signal. The CITY shall reimburse the COUNTY for the cost of such modifications or upgrades if those costs are not otherwise paid by FDOT if FDOT is not obligated to pay for same.

In the event the CITY makes modifications to the signal, the CITY shall notify FDOT and the COUNTY of the planned modification. The COUNTY's obligation to maintain the signal will be suspended until the work is complete, an inspection by the COUNTY confirms that the functionality of the signal has been fully restored, and the parties determine that the cost of maintenance has not been adversely affected by the modifications.

The COUNTY may, at its option, provide upgrades to the signal that do not adversely affect the operation of the signal.

SECTION 2. RESPONSIBILITY OF THE CITY.

The CITY will pay to the COUNTY, within thirty (30) days of COUNTY's request for payment, any maintenance or upgrade costs that are not paid to COUNTY by FDOT if FDOT is not obligated to pay same. These costs may include preventative maintenance of the mast arm structures including, but not limited to:

- i. spot painting,
- ii. cleaning,
- iii. wiring repair and replacement,
- iv. graffiti removal,
- v. signal related issues (including lighting, signs and connections)
- vi. tightening of nuts,
- vii. replacing missing or deficient bolts,
- viii. replacing missing cap covers or equivalents,
- ix. replacing missing or deficient access hole plates, and
- x. repairing improper grounding.

SECTION 3. CALCULATIONS OF CHARGES

(a) Maintenance Service. Both parties agree that from the effective date of this Agreement until changed, pursuant to the criteria contained herein, the Maintenance Service Component of the yearly charge for each signal will be paid by FDOT directly to the COUNTY, based on the standard rate developed and updated periodically by FDOT.

(b) Repairs. The CITY agrees to reimburse the COUNTY for the actual manpower, equipment and material costs incurred to make repairs for damages caused by external forces such as vehicular crashes or storms, for which FDOT has not provided payment if FDOT has no obligation to pay for same. In the event of major damage to the signal and such damage is beyond the COUNTY's ability to repair, the COUNTY may either:

- (1) remove the controller and place the signal in temporary flashing mode until the controller can be repaired elsewhere; or

(2) replace the controller with a back-up unit in the event the controller needs to be repaired elsewhere or replaced.

For other major repairs beyond the COUNTY's ability to repair, a traffic signal contractor shall be contracted by the COUNTY and authorized to make necessary repairs and/or replacements. Payment shall be made by the COUNTY to the contractor and the COUNTY will, if applicable, invoice FDOT for reimbursement of such charges. Any and all costs not paid by FDOT will be reimbursed by the CITY if FDOT is not obligated to pay for same.

(c) Modification or Upgrade. For upgrades or modification requested or required by FDOT, where reimbursed costs are set by FDOT, the CITY will reimburse the COUNTY for any amount not paid by FDOT if FDOT is not obligated to pay for same.

For upgrades or modification requested by the CITY or FDOT, where reimbursed costs are not set by FDOT, the CITY will reimburse the COUNTY for the actual cost of the manpower, equipment and material necessary to make such modifications or upgrades if not paid for by FDOT and if FDOT is not obligated to pay for same.

Upon provision of reasonable notice to the CITY, the COUNTY may provide reasonable upgrades or modifications to the signal that do not adversely affect the operation of the signal. It is the intention of the parties that the COUNTY secure permission from the CITY prior to making such reasonable upgrades or modifications. The cost of these upgrades or modifications will be paid for by the CITY if not paid for by FDOT and if FDOT is not obligated to pay for same.

The CITY may, at its option, provide upgrades or modifications to the signal that do not adversely affect the operation of the signal after notifying the COUNTY and FDOT. The CITY shall pay all costs for such upgrades and modifications if not paid for by FDOT and if FDOT is not obligated to pay for same.

(d) Request for Payment. The COUNTY shall invoice the CITY on a monthly basis for charges due under this Agreement. Payment shall be due within thirty (30) days of a request for payment.

SECTION 4. TERM

This Agreement shall take effect immediately upon execution, and shall remain in force until terminated.

SECTION 5. TERMINATION OF THE AGREEMENT.

The CITY may terminate this Agreement at any time, with or without cause, by giving the COUNTY thirty (30) days' written notice thereof. However, such termination shall not become effective until the CITY executes a Traffic Signal Maintenance and

Compensation Agreement with FDOT assuming responsibility for the maintenance of all signals contemplated by this Agreement.

The COUNTY may terminate this Agreement at any time, with or without cause, by giving the CITY thirty (30) days' written notice thereof.

In the event of termination by either party, the CITY shall assume all responsibility for signal maintenance when such termination becomes effective and shall execute a Traffic Signal Maintenance and Compensation Agreement with FDOT. In the event of termination under this section, the CITY shall not be relieved of its obligation to compensate the COUNTY for services rendered up to and including the date of termination, including proration of the yearly Maintenance Service Component paid by FDOT.

SECTION 6. NOTICES.

Whenever either party desires to give notice to the other, written notice may be sent to:

FOR THE COUNTY

Mounir Bouyounes, County Administrator
601 S.E. 25 Avenue
Ocala, Florida 34471-2690

FOR THE CITY

Dawn M. Bowne, Interim City Manager
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431

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

SECTION 7. 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 applications, and to this end the provisions of this Agreement are declared severable.

SECTION 8. 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 and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect 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 the parties.

SECTION 9. LIABILITY.

Each party shall be liable for its own acts and negligence. County shall indemnify, defend and hold harmless the City against any actions or damages arising out of County's sole negligence or of the County's officers, agents, or employees in connection with this Agreement (including reasonable attorneys' fees and costs of suit) and the City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the City's sole negligence or of the City's officers, agents, or employees in connection with this Agreement (including reasonable attorneys' fees and costs of suit). The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. Further, the limits set forth in Florida Statutes, 768.28, shall apply whether the underlying action sounds in contract or tort.

[SIGNATURES ON FOLLOWING PAGE]

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

ATTEST:

CITY OF DUNNELLON

Dawn M. Bowne, Interim City Manager

Walter Green, Mayor

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA
By:

David R. Ellspermann, Clerk

Carl Zalak III , Chairman

This ____ day of _____, 2017

For the use and reliance of Marion County only. Approved as to form only.

As authorized for execution by the Board of County Commissioners at their

_____, 2017 meeting.

Russell Ward

Assistant County Attorney

EXHIBIT "A" –

LOCATION OF TRAFFIC SIGNALS
WITHIN THE SCOPE OF THE
AGREEMENT

1. US 41 & WALMART ENTRANCE
2. US 41 & RAINBOW PLAZA/BROOKS STREET
3. US 41 & POWELL ROAD
4. US 41 & CR 484
5. PEDESTRIAN SIGNALS - US 41 & S WILLIAMS STREET
CROSSWALK