

**INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND THE CITY OF
GAINESVILLE FOR
TRAFFIC ENGINEERING SERVICES**

THIS INTERLOCAL AGREEMENT FOR TRAFFIC ENGINEERING SERVICES
(the “**Agreement**”), made and entered into this ____ day of _____, A.D., 2017,
by and between Alachua County, a charter county and political subdivision of the State of
Florida, by and through its Board of County Commissioners, hereinafter referred to as the
“**County**”, and the City of Gainesville, a Florida municipal corporation, hereinafter referred to as
the “**City**”;

WITNESSETH:

WHEREAS, Chapter 163, Florida Statutes, authorizes public agencies, including
counties and cities, to enter into agreements to provide services and to exercise jointly the power,
privilege, or authority they share in common and which each might exercise separately; and,

WHEREAS, the County and the City have previously operated under similar type
agreements, since September 22, 1998; and,

WHEREAS, the County and the City wish to continue a similar scope of services
provided under such prior agreements;

WHEREAS, the current agreement between the County and the City is dated February
26, 2008;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein
to be performed by the respective parties hereto and other good and sufficient consideration, the
receipt and sufficiency of which are acknowledged by the parties, the parties mutually agree and
covenant as follows:

1) Term.

- a) Termination of 2008 Interlocal Agreement.** All the terms and conditions in the
“Interlocal Agreement for Traffic Engineering Services” between the City and
County, dated February 26, 2008, are superseded and replaced in their entirety by
the Terms and Conditions contained herein as of the moment this Agreement
becomes effective.

- b) Term and Renewal.** This Agreement shall become effective on October 1, 2017. Unless terminated as provided below, this Agreement shall automatically renew for successive one year terms. The County Manager & City Manager shall have the authority to negotiate and execute all amendments to this Agreement.
- 2) **Services Provided By City.** The City agrees to perform the following services pursuant to this Agreement:
- a) **Preventative Signal Maintenance & Routine Repair.**
- i) The City shall perform preventative maintenance (periodic inspection, service, and routine repairs), restoration services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage) on the state-owned and county-owned traffic signals, flashing school beacons, flashing warning beacons and other electronic traffic control devices at the locations designated in Attachment A, attached to this Agreement and made a part hereof (collectively referred to as “Devices”).
 - ii) The City will maintain the County Traffic Devices and report the maintenance of the Devices in accordance with the most current State of Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement with Alachua County, which will be provided to the City upon request. City will maintain the County and state-owned Devices covered by this Agreement on an equal priority with those owned by the City; provided, however, the City’s Traffic Operations Manager, or designee, shall make all determinations on the priority of any maintenance of Devices.
 - iii) Upon notification to the City’s Traffic Operations Manager, the City will repair non-operative or malfunctioning Devices.
 - iv) The parties agree that the Devices remain the property of the County or the Florida Department of Transportation. The parties further agree that if provided however, the City removes any component of a Device and replaces it, the City may dispose of the used or worn-out parts.
 - v) Costs for the work under this section shall be paid to the City by the County in accordance with Section 3.a. of this Agreement.

- b) **Extraordinary Repair Activities.** If extraordinary repair activities are required for the County's Devices, the City will make the best effort practical to repair the Device. If the City cannot perform or complete the extraordinary repair required in a timely and efficient manner, the City's Traffic Operations Manager, or designee, will inform the County Engineer, or designee, in writing by email, of the situation and recommend a course of action. Extraordinary repair activities are defined in Attachment B hereto, and normally involve the use of specialized or heavy equipment that the City's Traffic Signal Section does not have readily available. Extraordinary repair activities would also include repairs required as a result of severe weather including, but not limited to, tornadoes, hurricanes, and windstorms. Costs for the work under this section shall be paid to the City by the County in accordance with Section 3.b. of this Agreement. The City shall not perform extraordinary repair activity that exceeds \$5,000 without the prior written approve of the County, which shall be in the form of a written notice to proceed issued prior to commencing extraordinary repair activities.
- c) **Limited Traffic Signal Design.** Upon the written request of the County to the City, the City may, at the discretion of the City's Traffic Operations Manager, or designee, perform limited design services for new traffic signal installations or modification of existing traffic signals. Included in such design services are traffic signals, flashing school beacons and flashing warning beacons. Such designs shall be composed of two elements. The first is a conceptual layout and phasing of the traffic signal operation. The second element will be the preparation of the construction plans and specifications, which can be utilized, in the bidding process. The types of services could include, but are not limited to the following:
- i) Preparation of the conceptual design for traffic signals;
 - ii) Preparation of construction plans for traffic signals (not including structural design);
 - iii) Preparation of the conceptual design for flashing school beacons and flashing warning beacons;

- iv) Preparation of construction plans and inspection services for flashing school beacons and flashing warning beacons
 - v) Preparation of signal timing plans for new signals.
 - vi) The County will provide the City's Traffic Operations Manager with a written scope of proposed work. The City will provide the County Public Works Director or County Engineer with a written estimate of the cost to complete the work.
 - vii) Cost for the work under this section shall be paid to the City by the County in accordance with Section 3.c. of this Agreement.
- d) **Limited Traffic Signal Construction.** Upon the written request by the County, the City, at the discretion of the City's Traffic Operations Manager, or designee, may conduct limited construction of new traffic signal installations or modifications of existing signalized intersections. The types of construction activity include but are not limited to:
- i) Installation of traffic signal poles;
 - ii) Installation of overhead traffic signal equipment and inductive loops in pavement;
 - iii) Underground and above ground conduit;
 - iv) Junction boxes;
 - v) Overhead signs;
 - vi) Post-mounted signs;
 - vii) Pedestrian poles;
 - viii) Ground-mounted control cabinets;
 - ix) Post-mounted control cabinets.
 - x) Traffic signals
 - xi) Flashing school beacons
 - xii) Flashing warning beacons
 - xiii) The City's Traffic Operations Manager will determine whether to perform the work with City employees or by subcontracting to a private company.
The City's Traffic Operations Manager will provide the County with a written

estimate of the cost to complete the work, including any subcontractors utilized. The County Public Works Director or County Engineer will issue a written authorization to the City for the work prior to City commencing any work.

- xiv) At the request of the County, the City will procure and store spare parts or other traffic signal equipment for the County. The City will provide the County with a written quotation of the price to procure such equipment.
- xv) Cost for the work under this section shall be paid to the City by the County in accordance with Section 3.c. of this Agreement.
- xvi) **e. Installation of Pavement Markings.** Upon written request by the County, the City may, at the discretion of the Traffic Operations Manager, or designee, install thermoplastic pavement markings, intersection markings, stop bars, school zones, etc. (thermoplastic or paint) on Alachua County maintained roads in the unincorporated area of Alachua County. Requests for this service will be limited to jobs that can be completed in one (1) workday, including travel to and from the site.
- xvii) The County will provide the City's Traffic Operations Manager with a written scope of proposed work. The City will provide the Public Works Director or County Engineer with a written estimate of the cost to complete the work.
- xviii) Cost for the work under this section shall be paid to the City by the County in accordance with Section 3.c. of this Agreement.

3) **Compensation.** The County shall reimburse the City for activities provided in Section 2 of this Agreement in the following manner:

a) **Preventative Maintenance and Routine Repair.**

- i) For Fiscal Year 2017/2018, the County will pay the City for labor associated with the maintenance described in Section 2.a., a quarterly fixed fee payment of **\$51,299.87**, per the Fee Schedule detailed in Attachment "C".

- ii) For each subsequent Fiscal Year, the Fee Schedule detailed in Attachment “C” will be changed to reflect the changes in the State of Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement between the County and FDOT (the “FDOT Contract”). The increase or decrease in Attachment “C” shall be effective on October 1 of the new fiscal year. To facilitate the changes, County will notify City of any changes to the FDOT payments, on or before August 1, prior to each new fiscal year. Failure to notify the City of the increase or decrease will not affect the changes in price.
 - iii) If, in order to maintain the repair of the County’s traffic signals, the City is required to keep on hand equipment and/or parts in addition to those usually kept on hand by the City for the maintenance and repair of its own devices, the County shall purchase additional equipment and/or parts at the time they are required by the City. Parts or equipment purchased by the County but used by the City in the performance of the work described in Section 2.a. are the property of the County. Except in emergency situations, County parts or equipment will not be used on any devices other than County devices without the prior written permission of the County Public Works Director or County Engineer.
 - iv) The City shall replace any County-owned parts or equipment, which are used on City traffic signals and beacons.
- b) **Extraordinary Repair Activities.** The County will reimburse the City for extraordinary repair activities based on the following:
- i) Labor based on actual cost to the City, plus 25% overhead;
 - ii) Materials and equipment based on actual cost to the City, plus 12% overhead.
 - iii) All such equipment and/or parts purchased by the City for which the County makes payment shall become the property of the County.
- c) **Limited Design and Construction of New Traffic Signals, School Flashers & Warning Beacons or Components and Pavement Markings.** The County will

reimburse the City for services and goods described in Section 2.b., c., d., and e., based on the following:

- i) Labor based on actual cost to the City, plus 25% overhead;
- ii) Materials and equipment based on actual cost to the City, plus 12% overhead.
- iii) All such equipment and/or parts purchased by the City for which payment is made by the County shall become the property of the County.

4) Invoice and Payment.

a) The City will invoice the County as follows:

- i) Quarterly for the work performed under Section 2.a in the amounts agreed to subsections 3.a.1 and 2.
- ii) Monthly labor, material and equipment provided pursuant to subsections 2.b, c, d and e in the amounts agreed to in subsections 3.b and c.
- iii) Monthly for all equipment or parts purchased by the City for use by the City on County traffic control devices in the amounts agreed to in subsections 3.a

- b) The City's Traffic Operations Manager will furnish the County Engineer, a detailed invoice listing all equipment, parts or services for which the County is being billed. All invoices referenced herein shall be mailed or delivered to:

Alachua County Public Works
ATTN: Transportation Engineer
5620 NW 120th Lane
Gainesville, Florida 32653

- c) Payment of invoices referenced herein shall be made within thirty (30) days from the date of the invoice and shall be submitted to:

City of Gainesville
Finance Department, MS 47
Post Office Box 490
Gainesville, Florida 32602

- d) Payment shall be made in accordance with the Local Government Prompt Payment Act.

5) Termination.

- a) This Agreement may be terminated without cause at the will of either the County or the City upon one hundred eighty (180) days written notice to the other party, or at any time upon mutual agreement of the parties.
 - b) This Agreement may be terminated with cause after notice of default by the non-breaching party and a thirty-day opportunity to cure.
- 6) **Representatives.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by electronic mail, The County's representative and City's representative are:

County: Public Works Director or County Engineer
 5620 NW 120th Lane
 Gainesville, Florida 32653

City: Traffic Operations Manager
 405 NW 39th Ave
 Gainesville, Florida 32609

A copy of any notice hereunder shall also be sent to:

Clerk of the Circuit Court
Post Office Box 939
Gainesville, Florida 32602

- 7) **Sovereign Immunity.** Nothing herein shall be construed as consent by an agency, municipality or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement or as a waiver of sovereign immunity by any party to which sovereign immunity applies.
- 8) **Amendment.** Any change or modification to this Agreement shall be in writing and executed by both parties.
- 9) **Filing of Agreement.** The County, upon execution of this Agreement by both parties, shall file this Agreement and any subsequent amendments hereto, with the Clerk of the Circuit Court in the official records of Alachua County, as required by Section 163.01 (11), Florida Statutes.
- 10) **Entire Agreement.** This Agreement constitutes the entire and exclusive agreement between the parties with reference to the project and supersedes any and all prior

communications, discussions, negotiations, understanding, or agreements. This Agreement may only be changed or amended by mutual written agreement.

- 11) **Severability and Non-waiver.** If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision, and shall not be construed as a modification of the terms of this Agreement.
- 12) **Successors and Assigns.** Neither party shall assign its rights hereunder, nor shall it delegate any of its duties hereunder without the written consent of the other party. This Agreement shall be binding on each party hereto, its successors, assigns and legal representatives.
- 13) **Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the City.
- 14) **Third Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.
- 15) **Project Records.** All records relating in any manner whatsoever to the Agreement, which are in the possession of the City or the City's consultants, shall be made available to the County for inspection and copying upon written request of the County, and shall be kept for a period of three years after the completion of all work to be performed. Additionally, said records shall be made available, upon request by the County, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records.
- 16) **Limitation.** The obligations of each party as to payment and performance required by this Agreement shall be limited by an obligation each year to budget and appropriate from legally available funds the funds necessary to perform this Agreement. If such funds are not budgeted and appropriated, either party may terminate the Agreement upon 30 days written notice to the other party.
- 17) **Resolution of Disputes.** If the parties are unable to resolve any issue in which they may be in disagreement or in the event of default, such dispute will be resolved in

accordance with Chapter 164, Florida Statutes, entitled the “Florida Governmental Conflict Resolution Act.”

18) **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM

Jess K. Irby II, Clerk
(Seal)

Alachua County Attorney

CITY OF GAINESVILLE

By: _____
_____, Mayor

WITNESS:

APPROVED AS TO FORM AND LEGALITY

By: _____
Title

City Attorney

ATTACHMENT A - SERVICE LOCATIONS**Interconnected Traffic Signals (ITS) – 39.25 total**

1. Newberry Road & 75th Street (Tower Road)
2. Newberry Road & 76th Boulevard (Newberry Square)
3. Newberry Road & 98th Street
4. Newberry Road & Fort Clarke Boulevard
5. Archer Road & 75th Street
6. Williston Road & SW 13th Street
7. SR 26 & US 301 (Orange Heights)
8. NW 39th Avenue & 83rd Street
9. NW 39th Avenue & 98th Street
10. NW 39th Ave & 143rd St
11. NW 23rd Avenue & 83rd Street
12. SW 75th Street & 24th Avenue
13. Hawthorne Road & 43rd Street
14. SR 26 & CR 241 (Jonesville)
15. NW 39th Avenue & I-75 East Ramp
16. NW 39th Avenue & I-75 West Ramp
17. NW 39th Avenue & 51st Street
18. SW 75th Street & 46th Boulevard
19. SW 75th Street & Tower Center
20. Newberry Road & 122nd Street
21. Newberry Road & 91st Street
22. NW 39th Avenue & 91st Street
23. NW 23rd Avenue & Fort Clarke Boulevard
24. SW 75th Street & SW 8th Avenue
25. NW 27th Avenue & 51st Street
26. NW 23rd Avenue & NW 98th Street
27. West University Avenue & West 75th Street
28. NW 83rd Street & South Road
29. Newberry Rd & 170th Street
30. NW 39th Ave & 92nd Court
31. SW Archer Rd & 43rd Street
32. SW Archer Rd & 63rd Boulevard
33. SW Archer Rd & 91st Street
34. SW Archer Rd & 122nd Street
35. NW 83rd Street & North Rd
36. Williston Rd & 62nd Ave
37. Newberry Rd & 131st Street (Tioga Town Center)
38. NW 143rd St & 32nd Avenue
39. Archer Rd & 45th Street – 25%
40. SW 45th St & 32nd Ave – 50%
41. SW 45th St & Celebration Point Ave – 50%

ATTACHMENT A - (continued)

Blank Out Signs/ Speed Activated Warning Device/ Queue Jump (BOS/SAWD/QJ) – 7 total

1. Archer Rd & 75th St – 4
2. SW 75th St & 46th Blvd – 1
3. NW 23rd Ave & Ft. Clarke Blvd – 2

Travel Time Devices (TTD) – 6 total

1. Newberry Road & 75th Street (Tower Road)
2. Archer Road & 75th Street
3. NW 39th Avenue & 83rd Street
4. NW 23rd Avenue & 83rd Street
5. SW 75th Street & 24th Avenue
6. NW 39th Avenue & I-75 East Ramp

Intersection Control Beacon (ICB) – 8 total

1. SW 8th Avenue & 91st St
2. SR 26 & NE 27th Ave
3. SR 26 & CR 1469
4. CR 235 & NW 78th Ave
5. CR 241 & CR 236
6. SR 45 & NW 78th Ave
7. SR 222 & SR 26
8. SR 121 & NW 156th Ave

Pedestrian Flashing Beacon (PFB) – 16 total

1. Fort Clarke Middle School - NW 23rd Avenue,
2. Fort Clarke Middle School/Hidden Oaks – NW 98th St
3. Fort Clarke Middle School/Hidden Oaks – NW 23rd Ave/Ft Clarke Blvd
4. Hidden Oak Elementary – Ft Clarke Blvd
5. Idylwild Elementary - Williston Road
6. Idylwild Elementary - SW 20th Terrace, 4600 Block
7. Lake Forest Elementary - East University Avenue & 43rd Street
8. Lake Forest Elementary - SE 43rd Street, 400 Block
9. Wiles Elementary – 4600 SW 75th Street
10. Kanapaha Middle School - SW 75th Street
11. The Rock School - SW 24th Avenue
12. Lawton Chiles Elementary School - SW 24th Avenue
13. Lawton Chiles Elementary School – School House Road
14. Country Day School – SW 24th Avenue, 6800 Block

15. Queen of Peace – SW 24th Avenue
16. Meadowbrook Elementary – NW 39th Ave

ATTACHMENT A - (continued)

Traffic Warning Beacon (TWB) – 13 total

1. SR 20 & SE 152nd St - Grove Park (Stop Sign)
2. Orange Heights North (US 301) – South of SR 26 Overpass
3. NW 93rd Avenue & 43rd Street (Stop Signs)
4. SR 121 & CR 235 (Lacrosse) (Stop Sign)
5. CR 225 & US 301 (Stop Sign) Waldo
6. US 441 & CR 234 (Stop Sign) Micanopy
7. SR 26 & CR 219A (Stop Sign) Melrose
8. CR 241 & NW 63rd Avenue (Stop Sign) Millhopper Road
9. CR 241 & NW 78th Avenue (Stop Sign)
10. NW 53rd Avenue – Spring Forest (EB Hidden Entrance Signs)
11. Ft. Clarke Blvd. – Fire Station #16
12. NW 94th Avenue & CR 241 (Stop Sign)
13. SR 20 & CR 234 (Rochelle) (Stop Signs)

ATTACHMENT B – EXTRAORDINARY REPAIRS

The activities listed below, but not limited to those below, are defined as extraordinary repair activities requiring the use of specialized or heavy equipment the City Traffic Operations Section may not have readily available:

- Re-spanning overhead span or messenger wire and supporting materials
- Rewiring overhead messenger wire
- Replacing concrete controller pads
- Reworking or repairing underground conduit and cables
- Re-installation of vehicle detector loops
- Re-installation of poles supporting traffic signal, flashing school beacon and flashing warning beacon installations
- Specification, design, ordering and purchasing of special equipment (non off-the-shelf items)
- Specific off the shelf items or equipment that are used only for the County, but not the City (i.e. Bus lane only signaling devices)

System and Network modernization upgrades for connected vehicle technology (i.e. ATC Controllers, DSRC Radios)

Extraordinary repair activities would also include repairs required as a result of severe weather, including but not limited to tornadoes, hurricanes and windstorms.

The determination of whether a repair activity is extraordinary or not will be made by the City's Traffic Operations Manager, or designee, once all aspects of the repairs are determined.

**ATTACHMENT C
CITY-COUNTY TRAFFIC ENGINEERING SERVICES
AGREEMENT FY 2018 COST DETERMINATION FOR PREVENTATIVE SIGNAL
MAINTENANCE & ROUTINE REPAIR**

Cost for FY 2018

Device Type	Unit	Unit Price	Total
ITS	39.25	\$4,622.00	\$181,413.50
SAWD/BOS/QJ	7.00	\$322.00	\$2,254.00
TTD	6.00	\$103.00	\$ 618.00
ICB	8.00	\$805.00	\$6,440.00
PFB	16.00	\$643.00	\$10,288.00
TWB	13.00	\$322.00	\$4,186.00
TOTAL			\$205,199.50
QUARTERLY PAYMENT			\$51,299.87