

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF VENICE AND SARASOTA COUNTY
PROVIDING FOR THE MAINTENANCE OF CITY TRAFFIC SIGNALS
LOCATED WITHIN THE CITY OF VENICE, FLORIDA**

THIS INTERLOCAL AGREEMENT, by and between the City of Venice, a municipal corporation of the State of Florida, hereinafter referred to as the “City” and Sarasota County, a political subdivision of the State of Florida, hereinafter referred to as “County,” is entered into this _____ day of _____, 2016.

WITNESSETH

WHEREAS, there are nine (9) traffic signals that correspond to City roads that intersect with U.S. 41 within the City of Venice that require periodic inspection and maintenance; and

WHEREAS, the City has entered into an agreement with the Florida Department of Transportation (FDOT) under which the City is compensated by FDOT for certain agreed maintenance activities relative to these nine signals; and

WHEREAS, the actual costs to perform the necessary maintenance of the nine traffic signals is greater than the compensation offered by FDOT; and

WHEREAS, the proper maintenance of these signals is necessary to protect the health, safety and welfare of the general public within the City; and

WHEREAS, the City does not have the staff and equipment necessary to carry out the inspection and maintenance of these traffic signals; and

WHEREAS, the County has qualified personnel and equipment necessary for the inspection and maintenance of the traffic signals; and

WHEREAS, the County presently maintains County-controlled traffic signals along County roads within the City; and

WHEREAS, these nine (9) traffic signals have been upgraded through a program with FDOT that makes the signals compatible for monitoring as part of a regional Advanced Traffic Management System (ATMS) that is supported through the activities of the Regional Traffic Management Center (RTMC); and

WHEREAS, the City recognizes the value of such a traffic management system to the City and is agreeable to paying for the proportional cost of the RTMC for the monitoring of these nine (9) traffic signals; and

WHEREAS, the City has requested and the County has agreed that the County will perform the necessary traffic signal inspection and maintenance of the nine (9) traffic signals at City cost and upon the terms expressed below; and

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the City and County agree as follows:

1. The above recitals are hereby confirmed and incorporated herein by reference.
2. County Responsibilities.

The County agrees to maintain the nine (9) traffic signals and associated fiber optic network listed in Exhibit "A," attached hereto and incorporated herein by reference, for the City of Venice upon the terms contained herein. The County shall keep a maintenance log of all maintenance activities performed for each signal. Such log will be available for inspection upon reasonable notice to the County Public Works Director.

Such traffic signal maintenance shall include:

- a. Conduct periodic inspections and perform preventative maintenance of the physical traffic signals and cabinets in accordance with the same standards and levels of service as performed by the County upon County controlled traffic signals along U.S. 41.
- b. Maintenance of any traffic signal coordination system which may be implemented, including communication tools.
- c. Respond to emergency calls for service to restore service and perform emergency maintenance of damaged traffic signals and/or associated fiber optic network, including any emergency traffic control or modification of traffic measures.
- d. Respond to non-emergency calls for service directly from the City Engineer or the City Public Works Director made to the County Traffic Operations Manager.
- e. Monitoring the connection of the traffic signals to the Advanced Traffic Management System and the Regional Transportation Management Center.

The County will invoice the City quarterly for actual traffic signal maintenance provided. The County will provide the invoice to the City within 30 days of the close of the invoiced quarter for the actual costs for all services performed. Said invoice shall contain a detailed breakdown of costs incurred including, but not limited to: labor, equipment, materials and hardware, software, mileage, and any other charges.

The County will also invoice the City quarterly for the proportional cost incurred by the County for the RTMC, which costs are apportioned pursuant to the latest version of the RTMC Interlocal between Sarasota County, Manatee County, the City of Sarasota and the City of Bradenton.

3. City Responsibilities.

A. Payment of maintenance costs.

The City agrees to reimburse the County for the actual cost of such maintenance activity described above, including all necessary personnel, equipment and materials. Pursuant to Section 4 below, the City will have 10 business days following the receipt of an invoice for services performed under this Agreement, to dispute any charges listed on the invoice. Any charges not disputed within such time frame are deemed accepted by the City. City agrees to pay the County for all undisputed charges within 30 days receipt of the invoice.

Recognizing that the maintenance of the traffic signals and associated fiber optic network is being performed on behalf of and at the cost of the City, it is expressly understood that all non-emergency calls for service shall be made through the City Engineer or the City Public Works Director rather than directly to County personnel. City agrees to conduct a preliminary investigation and make a determination of the need for County service prior to initiating a non-emergency call for service.

The City will continue to be responsible for the direct engagement and all costs to provide electric service to the traffic signals and control cabinets.

B. ATMS/RTMC costs.

The City agrees to reimburse the County quarterly for the proportional costs of the operation of the RTMC based on the latest version of the RTMC Interlocal between Sarasota County, Manatee County, the City of Sarasota and the City of Bradenton. The City recognizes that the County is engaged with Manatee County, the City of Bradenton, and the City of Sarasota with respect to the operation and provision of traffic monitoring services within Sarasota County, including the City of Venice. The County's engagement with the RTMC continues on an annual basis with the costs attributable to Sarasota County, including the portion for the signals within the City of Venice, being determined during the public meetings of the Intelligent Transportation Systems Management Team (ITSMT) made up of designated representatives from Sarasota County, Manatee County, City of Sarasota and City of Bradenton. The City's interest will be represented through the County before the ITSMT. Accordingly, the County will share all materials provided to or prepared by the County with respect to the annual budget of the RTMC. Should the County's participation in the RTMC terminate, then the County will notify the City in writing of such termination and all provisions of this Agreement with respect to the RTMC will automatically terminate without need for a formal amendment to this Agreement. Should the County determine that it is able to perform similar services with respect to the monitoring of the nine (9) traffic signals, then the County shall notify the City that such monitoring services will be performed by the County and shall include such costs in the County invoice of periodic maintenance activities described in Section 2 above. Should the County seek to enter into a new or amended agreement regarding the RTMC that alters the formula or methodology of allocating RTMC costs, the City will pay the revised proportionate share of costs using the revised formula unless mutually agreed otherwise.

4. Disputed charges.

If the City disputes any charge on the County provided invoice, the City will have 10 days following receipt of the invoice to provide the County a written response to the disputed portion of the invoice including a detailed explanation of the basis for the dispute to the charge. The County will have 10 days to provide a written response to the City's dispute of the charges. The failure of either the City or the County to provide such written response shall constitute a concession of the dispute by the party failing to make such timely written response.

If, following the submittal of the respective written responses, the County and City staff cannot resolve the dispute, then the matter shall be referred to the City Manager and the County Administrator for a mutual decision. The decision of the City Manager and County Administrator regarding the dispute shall be final. In the event the City Manager and County Administrator are unable to agree, the matter shall be referred to the respective elected governing bodies to be resolved in a joint meeting. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

5. Hold Harmless and Indemnification.

The City shall hold the County harmless, defend the County, and, to the express limits of Section 768.28, *Florida Statutes*, shall indemnify the County and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error or omission by the City, its agents or its employees during the performance of this Agreement. However, nothing in the foregoing shall be construed to require the City to indemnify the County for any claim, loss, damage, cost, charge or expense that results from the negligence of the County or any of its officers, agents, or employees during the performance of this Agreement. Nothing in the foregoing shall be deemed to constitute any waiver of either Party's sovereign immunity beyond the limited waiver provided in Section 768.28, *Florida Statutes*.

The County shall hold the City harmless, defend the City, and, to the express limits of Section 768.28, *Florida Statutes*, shall indemnify the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error or omission by the County, its agents or its employees during the performance of this Agreement. However, nothing in the foregoing shall be construed to require the County to indemnify the City for any claim, loss, damage, cost, charge or expense that results from the negligence of the City or any of its officers, agents, or employees during the performance of this Agreement. Nothing in the foregoing shall be deemed to constitute any waiver of either Party's sovereign immunity beyond the limited waiver provided in Section 768.28, *Florida Statutes*.

6. No Third Party Beneficiaries.

This Agreement is solely for the benefit of the parties, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any contractor, bidder, or other vendor, or any of their officers or employees, or any other person, corporation or governmental entity other than the parties themselves, any right, remedy, or claim under or by reason of this Agreement.

7. Severability.

If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

8. Full Understanding.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

9. Effective Date & Termination.

This Agreement shall become effective on the date a fully executed copy is filed with the Sarasota County Clerk of the Circuit Court pursuant to Section 163.01, *Florida Statutes*, and shall remain in effect unless and until terminated by either party. Either party may terminate this agreement at any time by providing 60 days written notice to the other party as follows:

Sarasota County, Public Works
Attn: Isaac Brownman, Director
1001 Sarasota Center Blvd
Sarasota, FL 34240

City of Venice, Public Works
Attn: John Veneziano, Director
221 S. Seaboard Avenue
Venice, FL 34285

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the City approves and enters into this Agreement on this _____ day of _____ 2016.

CITY OF VENICE, FLORIDA

By: _____

ATTEST:

By: _____

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
CITY ATTORNEY

IN WITNESS WHEREOF, the County approves and enters into this Agreement on this _____ day of _____ 2016

BOARD OF COUNTY COMMISSIONERS OF
SARASOTA COUNTY

By: _____
ALAN MAIO, CHAIRMAN

ATTEST:
KAREN E. RUSHING, Clerk of the
Circuit Court and Ex-Officio Clerk
of the Board of County Commissioners
of Sarasota County, Florida

By: _____
DEPUTY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
COUNTY ATTORNEY

