

CITY OF VALPARAISO
465 Valparaiso Parkway
Valparaiso, Florida
850-729-5402

SPECIAL COMMISSION MEETING

May 27, 2014

6:00 PM

1. Ordinance No. 653 Development Order Amended
2. Ordinance No. 654 Granting Vacation of ROW Wolverine Ave.
3. Traffic Signal Maintenance Agreement
4. Request Hiring an Additional Employee for Utilities
5. Cancel Current Water Tank Maintenance Agreement

ORDINANCE NO. 653

AN ORDINANCE OF THE CITY OF VALPARAISO AMENDING CHAPTER 94, ARTICLE VI, DIVISION 2, SECTION 94-166 LANDSCAPE CHECK LIST OF THE VALPARAISO CODE OF ORDINANCES AND PROVIDING FOR (1) FINDINGS, (2) REPEAL OF CONFLICTING ORDINANCES, (3) SEVERABILITY AND (4) AN EFFECTIVE DATE.

WHEREAS, The City of Valparaiso Land Development Code, Sec. 94-166, provides a landscape checklist for both minor and major developments, and

WHEREAS, The City of Valparaiso Land Development Code, Sec. 94-166, has requirements that seriously impede the potential development of certain projects, and

WHEREAS, The City of Valparaiso Land Development Code, Sec. 94-166 fails to offer acceptable alternatives for development of certain projects.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF VALPARAISO, FLORIDA:

Section 1: FINDINGS

The foregoing Whereas clauses are hereby incorporated, adopted and confirmed as if fully set forth herein.

The Valparaiso Code of Ordinances, Chapter 94, Article VI, Division 2, Section 94-166 is hereby amended as follows with underlining indicating new language and strike-through indicating deleted language:

Sec. 94-166. - Landscape checklist.

This checklist is to be used with either minor or major development. A landscape checklist shall be completed by a developer to accompany any application for a Preliminary Development Review.

<i>Certification</i>		
1.	This project (does/does not) fall within the scope of said Code	_____
2.	This project is a single family residence and falls within Sections 8.B and 8.C [sic] only	_____
3.	This project will be in proximity to sewage treatment ponds and will utilize deep rooted, wetland trees for nutrient uptake	_____
4.	Removal of native vegetation will be minimal; site alteration will occur in _____ stages; and adequate erosion control will be used	_____
5.	This project will affect (more than 50% / less than 50%) of the development area	_____

6.	A minimum of fifteen (15%) percent of the property will be landscaped	_____
7.	All land not used for impervious surface will be permanently landscaped	_____
8.	A minimum of a ten (10) foot strip abutting the right-of-way, and excluding sidewalks, shall be landscaped	_____
9.	One (1) tree per 25 linear feet of lot frontage is required, of which 75% of the trees must be indigenous	_____
10.	The remainder of the ten (10) foot strip shall be landscaped with appropriate cover	_____
11.	Each vehicle overhang area cannot be more than two (2) feet, and cannot be included as part of the ten (10) foot landscape requirement	_____
12.	No fences shall be forward of the front yard building setback line, except for single-family residences	_____
13.	Minimum access for one-way drives shall be 15 feet when drives are no less than 20 feet apart	_____
14.	Minimum access for two-way drives shall be 27 feet when drives are no less than 20 feet apart	_____
15.	Copy of agreement between owners of common entryways shall be filed with City Planning and Zoning	_____
16.	Vehicle overhang areas do not exceed two (2) feet each into landscaped areas	_____
17.	Interior areas of off-street parking, not specifically used for parking spaces or maneuvering areas, shall not be paved and will be landscaped	_____
18.	One space, 9 × 19 feet, shall be landscaped for each 15 continuous parking spaces	_____
19.	Each landscaped area must have one (1) tree at least six (6) feet high	_____
20.	Each row of interior parking spaces shall be terminated with a 10 × 10 foot landscaped area, each containing at least one (1) tree	_____
21.	Every 2,500 square feet of garage parking requires 171 square feet of exterior green area	_____
22.	All interior landscaping must be protected from vehicles	_____
23.	Buffer zone landscaping is required between single-family and multi-family/industrial or commercial zones	_____
24.	A landscape buffer zone, ten (10) feet deep and a minimum of six (6) feet high, is required	_____
25.	A six (6) foot wall or fence in a ten (10) foot wide area may be substituted. At least one (1) tree is required for each 25 linear feet of barrier	_____
26.	Twenty five (25) foot vegetated buffer zone is required along all bodies of water	_____
27.	No landscaping shall restrict the visibility at intersections	_____
28.	A minimum of one (1) indigenous tree is required for each 1/10 acre (10 trees per acre)	_____

29.	No tree 24 inches or more in diameter shall be removed	_____
30.	Ten (10) trees per acre credit will be given to _____ trees of _____ inches in diameter	_____
31.	Fifty percent (50%) of the dripline of preserved trees shall be retained a pervious surface	_____
32.	A minimum of 75% native vegetation shall be used toward the required 18% landscaping	_____
33.	All shrubs and hedges shall be at least twelve (12) inches in height at planting	_____
34.	All trees shall be at least six (6) feet high at planting. Tree crown spread should be at least 20 feet	_____
35.	Planting area for trees shall be at least 100 square feet with a minimum of five (5) feet maintained clear around the trunk	_____
36.	Trees whose roots can damage public works shall <i>not</i> be planted closer than 12 feet to any such infrastructure; except Willow trees shall be <i>no closer</i> than 50 feet	_____
37.	All areas subject to erosion, such as swales, shall be sodded	_____
38.	All dead plant material, planted under the provisions of this Code, shall be replaced within one (1) year	_____
39.	A landscape plan shall be submitted prior to receiving a building permit, except for single-family residences	_____
40.	Landscape Plan completed	_____
41.	No building permit shall be issued without approved landscape plan	_____
42.	Approved landscape plan will be at construction site	_____
43.	No Certificate of Occupancy shall be issued until landscape plan has been fulfilled	_____
44.	Special exception is required for slopes of 20% or more which removes 40% or more of the parcel from development	_____
45.	<u>The project applicant may elect to replace the trees as required by Numbers 9, 19, 20 and 28 of the Landscape Checklist at a preapproved off-site location or pay into the Tree Replacement Fund at the established rate per tree if the proposed project is located in an Industrial Zoning District. The same option shall be allowed for all other zoning districts if it is demonstrated to the Technical Review Committee that the site cannot accommodate the total number of required or replacement trees by this section as a result of insufficient planting area and/or interference with the proposed project. Under no circumstances will the required trees in Number 25 of the Landscape Checklist be eligible for replacement and must be planted in the required buffer. The replacement value and payment into the Tree Replacement Fund is established at \$125.00 per tree.</u>	_____

Section 2: CONFLICTING ORDINANCES

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: SEVERABILITY

The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph section or clause is adjudged unconstitutional or invalid by any court of competent jurisdiction, the remainder of the ordinance shall not be affected thereby.

Section 4: EFFECTIVE DATE.

This ordinance shall become effective immediately upon passage.

ADOPTED IN SESSION THIS _____ DAY OF _____ 2014

John B. Arnold, Jr.
Mayor

ATTEST:

Tammy Johnson, CMC
City Clerk

ORDINANCE NO. 654

AN ORDINANCE OF THE CITY OF VALPARAISO GRANTING THE REQUEST OF VALPARAISO REALTY TO VACATE A PORTION OF WOLVERINE AVENUE AND PROVIDING FOR (1) FINDINGS, (2) REPEAL OF CONFLICTING ORDINANCES, (3) SEVERABILITY AND (4) AN EFFECTIVE DATE.

WHEREAS, the property owner, Valparaiso Realty, parcel numbers 12-1S-23-253E-0021-0050, 12-1S-23-253E-0012-0030 and 12-1S-23-0000-0058-0110 has requested that the Valparaiso City Commission vacate its right-of-way for a portion of Wolverine Avenue as depicted in Exhibit 1, and

WHEREAS, the Valparaiso City Commission finds that there is no need for the property, and

WHEREAS, the Valparaiso City Commission finds that it is in the public interest to grant the request, thereby making the property more useable and valuable and increasing City ad valorem revenue, and

WHEREAS, the Valparaiso City Commission finds that granting the request will not interfere with the County road system,

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Valparaiso, Florida:

Section 1: Findings. The foregoing Whereas clauses are hereby incorporated, adopted and confirmed as if fully set forth herein. The applicant's Vacation of Right of Way request and Technical Review Committee recommendation are attached hereto are hereby incorporated by reference.

Section 2: The request of Valparaiso Realty, parcel numbers 12-1S-23-253E-0021-0050, 12-1S-23-253E-0012-0030 and 12-1S-23-0000-0058-0110 to vacate the City's right-of-way for a portion of Wolverine Avenue as depicted In Exhibit 1 is granted.

Section 3: SEVERABILITY

The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph or section or clause is adjudged to be unconstitutional or invalid by any court of competent jurisdiction, the remainder of the ordinance shall not be affected thereby.

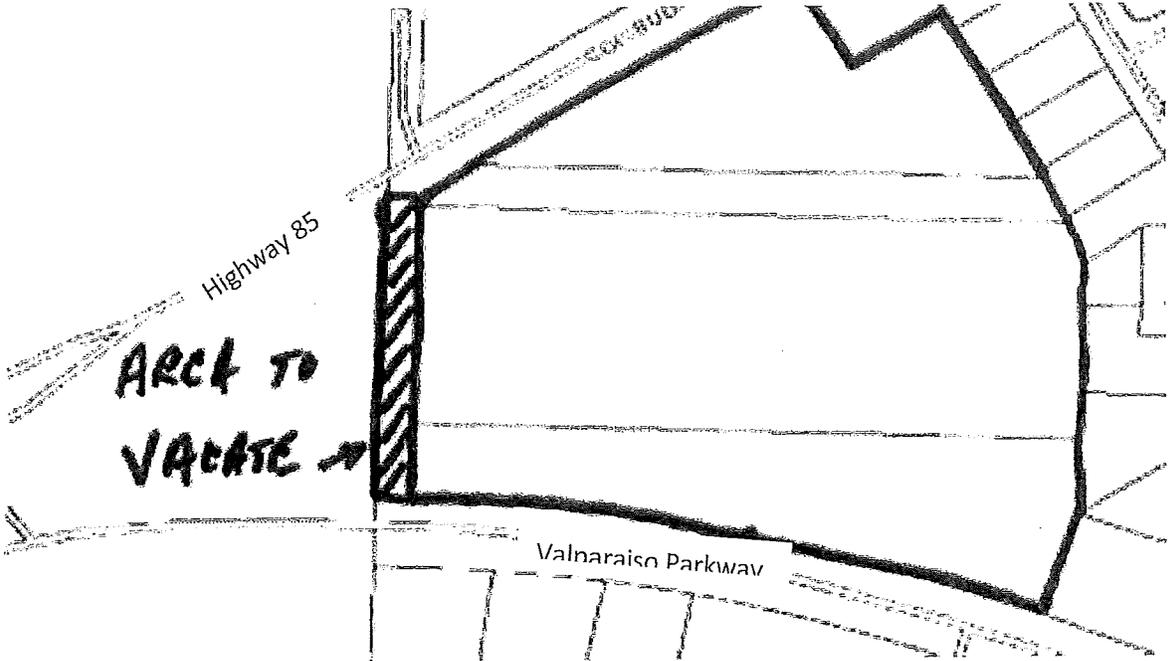
Section 4: CONFLICTING ORDINANCES

All ordinances or parts of ordinances or resolution in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: EFFECTIVE DATE

This Ordinance shall become effective immediately upon adoption.

Exhibit 1



Valparaiso Parkway

CITY OF VALPARAISO

MEMORANDUM

DATE:

May 7, 2014

FROM:

Carl L. Scott

TO:

Commissioners

RE:

Vacation of ROW – Valparaiso Realty

The Technical Review Committee met on April 28, 2014 to review the application and make a recommendation on the vacation of right-of-way application as submitted by Valparaiso Realty for the property legally described as:

2.62 Acres Parcel No. 12-1S-23-253E-0021-0050
6.18 Acres Parcel No. 12-1S-23-253E-0012-0030
3.12 Acres Parcel No. 12-1S-23-0000-0058-0110

Technical Committee Members present:

Carl L. Scott, Facilitator (non-voting)
Joe Cobb, Planning Commission Co-Chair
James Valandingham, Public Works Director

Per the City of Valparaiso Code Section 130-2 Right-of-way (ROW) protection, the following applies to applications for vacation of right-of-way:

Sec. 130-2. Right-of-way (ROW) protection.

- (d) Applications to vacate ROWs may be approved upon a finding that all of the following requirements are met:
- (1) The requested vacation is consistent with the Comprehensive Plan.
 - (2) The ROW does not provide the sole access to any property. Remaining access shall not be by easement.
 - (3) The vacation would not jeopardize the current or future location of any utility.
 - (4) The proposed vacation is not detrimental to the public interest.
- (e) The technical review committee shall review the application for vacation of right-of-way and submit comments, if any, in writing to the city commission.

The Technical Review Committee unanimously finds that all of the conditions required for a vacation of right-of-way exist for this application and recommends to the City Commission that the right-of-way be vacated.

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____, Florida, herein called the "Maintaining Agency".

WITNESSED:

WHEREAS, the Maintaining Agency has the authority to enter into this 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 Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and;

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute 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. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal structures (including signal mast arm structure or strain pole), traffic signal systems (central computer, cameras, message signs, ~~modems, and~~ communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software), flashing school zone traffic control devices and control devices (intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (school zone flashing beacons, pedestrian crossing beacons, Rectangular Rapid Flashing Beacons), emergency/fire department signals and speed activated warning displays). The Maintaining Agency shall be responsible for and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of their installation. All traffic signals and control devices mentioned in this paragraph shall hereafter be referred to 'Traffic Signals and Devices'.

2. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of the Traffic Signals and Devices full traffic signal locations and intersection control beacons as identified in Exhibit A. ~~Warning beacons, emergency signals, and flashing zone signals are not included.~~ Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, ~~the~~ the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. 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 Devices traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said Traffic Signals and Devices traffic signals and signal systems upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. 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). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct an inspection of the mast arm structures and strain poles every 60 months. The inspection report will document deficiencies that necessitate preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting or repainting; tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact. Damaged mast arm replacement shall be repaired or replaced by the Maintaining Agency and the Maintaining Agency is authorized to seek reimbursement from the responsible 3rd party. If the Maintaining Agency is unable to recover the costs from a 3rd party, then the Department intends to reimburse the Maintaining Agency for repair or replacement of the mast arm. The Maintaining Agency shall be responsible for preventative maintenance of the mast arm structures. Failure to perform preventative maintenance after notification of inspection deficiency may result in the Maintaining Agency being responsible for the corrective actions.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; repair or replacement of deteriorated anchor bolts and nuts; and replacement of the mast arm when it is determined through the inspection process that the mast arm has reached the end of its service life unless this is due to lack of preventative maintenance by the Maintaining Agency. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work unless under an emergency situation. Any and all work performed by the Maintaining Agency shall conform to the current Department Standard Specifications for Road and Bridge Construction.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance:

<u>Maintaining Agency</u>	<u>Florida DOT</u>
<u>Preventative maintenance of all mast arm structures</u>	<u>Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)</u>
<u>Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)</u>	
<u>Damage repair or replacement of structures with recoverable costs</u>	<u>May compensate Maintaining Agency for damage repair or replacement of structures when costs are non-recoverable</u>
	<u>Replacement at end of life cycle of the structure</u>

37. 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 capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

48. The Maintaining Agency shall ~~set implement~~ and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, ~~or special provisions~~, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. 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.

59. 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. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

610. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all ~~Traffic Signals and Devices existing traffic signals and intersection control beacons~~ on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New ~~Traffic Signals and Devices signals and intersection control beacons~~ added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon Department final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department ~~Traffic Signals and Devices signals and intersection control beacons~~ added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's ~~Traffic Signals and Devicessignals and intersection control beacons~~ in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting

documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

711. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

812. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

913. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

4014. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

4415. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4216. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

4317. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

4418. The Maintaining Agency may be subject to inspections of ~~Traffic Signals and Device~~~~traffic signals and traffic signal systems~~ by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient ~~Traffic Signal(s) and Device(s)~~~~traffic signal(s) or intersection control beacon(s)~~ maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

19. The Department intends to monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency is required to submit an annual Report on April 1 of each year detailing the following:

a. Detection device malfunctions shall be repaired or restored within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.

b. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. At a minimum, minor preventative maintenance inspection includes verification that all detection is

working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.

~~4520.~~ The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices~~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.

~~4621.~~ This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

~~4722.~~ The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

~~4823.~~ This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

~~4924.~~ 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.

~~2025.~~ Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance.

26. This Agreement contains all the terms and conditions agreed upon by the parties.

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

_____, Florida
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: _____

Title: _____

Title: _____

Attest: _____
(Seal if Applicable)

Attest: _____

Reviewed:

Legal Review:

Attorney Date

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be: $\$2,622 \times (2/4) = \$1,311$

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be $\$675 \times (2/3) = \450

Example 3: For a location with a school zone flashing beacon and two speed activated warning displays, the intersection amount for FY 14-15 will be $\{(\$295 \times 1) + (\$148 \times 2)\} = \$591$

Unit Rates per 100% State Intersections

		<u>Speed</u>				
	<u>Traffic Signals (TS)</u>	<u>Intersection Control Beacon (ICB)</u>	<u>Pedestrian Flashing Beacon (PFB)</u>	<u>Emergency Fire/Dept. Signal (FDS)</u>	<u>Activated Warning Displays (SAWD)</u>	<u>Traffic Warning Beacon (TWB)</u>
		<u>(0.25*TS)</u>	<u>(0.10*TS)</u>	<u>(0.25*TS)</u>	<u>(0.05*TS)</u>	<u>(0.05*TS)</u>
FY 07-08	\$2,400	\$0				
08-09	\$2,472	\$0				
09-10	\$2,546	\$0				
10-11	\$2,622	$0.25 \times \\$2,622 = \\656				
11-12	\$2,701		$0.25 \times \$2,701 = \675			
12-13	\$2,782		$0.25 \times \$2,782 = \696			
13-14	\$2,866	\$716				
14-15	\$2,951	\$738	\$295	\$738	\$148	\$148
15-16	\$3,040	\$760	\$304	\$760	\$152	\$152
16-17	\$3,131	\$783	\$313	\$783	\$157	\$157

Beginning with FY 07-08, the Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

Tammy Johnson

Subject: FW: Traffic Signal Maintenance and Compensation Agreement FINALIZED
Attachments: Cover Letter for 2014-15 Traffic Signal Agreement.pdf
Importance: High

Tammy Melchi
Traffic Agreement & Regulation Specialist
FDOT Traffic Operations
P O Box 607
Chipley FL 32428
Office 850-330-1269
Fax 850-330-1273

From: Melchi, Tammy
Sent: Thursday, May 01, 2014 3:03 PM
To:
Subject: Traffic Signal Maintenance and Compensation Agreement FINALIZED
Importance: High

Traffic Signal Maintaining Agency Representatives:

The Traffic Signal Maintenance and Compensation Agreement that has been under review and revision for some time has now been finalized by our central office counterpart. The agreement is attached in both PDF and MS-Word file format. It is our immediate goal to fully execute the new agreement with each of our maintaining agencies prior to the end of the fiscal year, which ends on June 30th in order to commence the reimbursement program on July 1. Realistically, we need to receive agreements executed by the local government councils or commissions by the second week of June if at the very latest to allow time for processing prior to the beginning of the new fiscal year on July 1. Please provide three signed copies of the Agreement, one of which will be returned to your agency upon full execution.

In response to several inquiries received this morning, this email is being sent for clarification on the new Traffic Signal Maintenance and Compensation Agreement (TSMA) that was sent Monday 4/21/14.

1. The Traffic Signal Maintenance and Compensation Agreement (TSMA) sent Monday 4/21/14 will replace the existing TSMA between the Department and your jurisdiction.
2. I have attached the draft agreement which highlights the changes between the old agreement (2002) and the new agreement (2014).
3. Please forward the new TSMA Agreement to your legal department and schedule an agenda item for your regular Town Hall/City Council/Board of County Commissioners Meeting for Traffic Signal Maintaining Agency to be approved and returned to FDOT **no later than June 3, 2014.**

4. Please **do not insert** "Contract No., Financial Project No. or Date" on page one of the new TSMA. These items will be populated when TSMA Agreement is completed by the Department.
5. Please note that the Exhibit A portion (page 5 of 6) of this agreement has not been populated and reflects a "\$0.00" balance. On page 2 of 6, paragraph 10 of the agreement it explains that the Maintaining Agency and the Department will develop annually the Exhibit A (Inventory List of devices). This will be the next step that will also need to be completed **no later than June 3, 2014** and the Exhibit A will be paid according to Exhibit B (page 6 of 6 of the TSMA Agreement).

We do appreciate your assistance and cooperation in this matter. Should additional discussion or information be necessary, please do not hesitate to contact me at [850-330-1694](tel:850-330-1694). You may likewise contact and/or respond to Ms. Tammy Melchi of the District Three Traffic Operations Office who is the point person for this effort at [850-330-1269](tel:850-330-1269), or by email at Tammy.Melchi@dot.state.fl.us

Thank You.

Tammy Melchi
Traffic Agreement & Regulation Specialist
FDOT Traffic Operations
P O Box 607
Chipley FL 32428
Office 850-330-1269
Fax 850-330-1273

From: Melchi, Tammy
Sent: Wednesday, April 30, 2014 6:02 PM
To: 'mwade@myquincy.net'
Cc: 'ebell@myquincy.net'
Subject: QUINCY TIME SENSATIVE DOCUMENTS FOR TRAFFIC SIGNAL MAINTENANCE AGREEMENT ATTACHED
Importance: High

As you are aware, the District Traffic Operations Office formally distributed the new Traffic Signal Maintenance and Compensation Agreement to local government agencies by email on the morning of Monday, April 21. In response, several agencies across the state requested a formal cover letter from the Department of Transportation that would be suitable for inclusion in the agenda packages for their upcoming commission or council meetings. In response, the attached letter dated April 25th and signed by State Traffic Operations Engineer Mark Wilson is being made available for that purpose. In addition, the letter serves to reiterate the Department's current request regarding the revised agreement, and to also outline the plan to begin efforts to negotiate a new agreement that will be applicable to future years of the contract.

Thank You

Tammy Melchi

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC OPERATIONS
4/14
Page 1 of 6

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____, Florida, herein called the "Maintaining Agency".

WITNESSED:

WHEREAS, the Maintaining Agency has the authority to enter into this 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 Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and;

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute 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. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal structures (including signal mast arm structure or strain pole), traffic signal systems (central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software), and control devices (intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (school zone flashing beacons, pedestrian crossing beacons, Rectangular Rapid Flashing Beacons), emergency/fire department signals and speed activated warning displays). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of their installation. All traffic signals and control devices mentioned in this paragraph shall hereafter be referred to 'Traffic Signals and Devices'.

2. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. 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 Devices, and shall undertake the maintenance and continuous operation of said Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. 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). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct an inspection of the mast arm structures and strain poles every 60 months. The inspection report will document deficiencies that necessitate preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting or repainting; tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact. Damaged mast arm replacement shall be repaired or replaced by the Maintaining Agency and the Maintaining Agency is authorized to seek reimbursement from the responsible 3rd party. If the Maintaining Agency is unable to recover the costs from a 3rd party, then the Department intends to reimburse the Maintaining Agency for repair or replacement of the mast arm. The Maintaining Agency shall be responsible for preventative maintenance of the mast arm structures. Failure to perform preventative maintenance after notification of inspection deficiency may result in the Maintaining Agency being responsible for the corrective actions.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; repair or replacement of deteriorated anchor bolts and nuts; and replacement of the mast arm when it is determined through the inspection process that the mast arm has reached the end of its service life unless this is due to lack of

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

preventative maintenance by the Maintaining Agency. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work unless under an emergency situation. Any and all work performed by the Maintaining Agency shall conform to the current Department Standard Specifications for Road and Bridge Construction.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures with recoverable costs	May compensate Maintaining Agency for damage repair or replacement of structures when costs are non-recoverable
	Replacement at end of life cycle of the structure

7. 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 capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

8. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. 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.

9. 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. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all Traffic Signals and Devices on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New Traffic Signals and Devices added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon Department final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department Traffic Signals and Devices added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's Traffic Signals and Devices in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

11. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC OPERATIONS
4/14
Page 3 of 6

The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

12. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

13. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

14. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

15. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

16. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

17. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

18. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

19. The Department intends to monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency is required to submit an annual Report on April 1 of each year detailing the following:

- a. Detection device malfunctions shall be repaired or restored within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.
- b. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. At a minimum, minor preventative maintenance inspection includes verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.

20. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC OPERATIONS
4/14
Page 4 of 6

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.

21. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

22. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

24. 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.

25. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance.

26. This Agreement contains all the terms and conditions agreed upon by the parties.

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

**STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION**

_____, Florida
(Maintaining Agency)

By : _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: _____

Title: _____

Title: _____

Attest: _____
(Seal if Applicable)

Attest: _____

Reviewed:

Legal Review:

Attorney Date

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY

Effective Date: _____ To: _____

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be: $\$2,622 \times (2/4) = \$1,311$

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be $\$675 \times (2/3) = \450

Example 3: For a location with a school zone flashing beacon and two speed activated warning displays, the intersection amount for FY 14-15 will be $\{(\$295 \times 1) + (\$148 \times 2)\} = \$591$

Unit Rates per 100% State Intersections

FY	Traffic Signals (TS)	Intersection Control Beacon (ICB) (0.25*TS)	Pedestrian Flashing Beacon (PFB) (0.10*TS)	Emergency Fire/Dept. Signal (FDS) (0.25*TS)	Speed	Traffic Warning Beacon (TWB) (0.05*TS)
					Activated Warning Displays (SAWD) (0.05*TS)	
11-12	\$2,701	\$675				
12-13	\$2,782	\$696				
13-14	\$2,866	\$716				
14-15	\$2,951	\$738	\$295	\$738	\$148	\$148
15-16	\$3,040	\$760	\$304	\$760	\$152	\$152
16-17	\$3,131	\$783	\$313	\$783	\$157	\$157

The Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.