

**Board of County Commissioners
Agenda Request**

Date of Meeting: January 5, 2010

Date Submitted: December 11, 2009

To: Honorable Chairman and Members of the Board

From: Johnny Williams, County Administrator
Robert Presnell, Director, Public Works

Subject: Approval of Traffic Signal Maintenance Agreement With The City of Tallahassee

Statement of Issue:

This Agenda item seeks Board of County Commissioners approval of an Amendment to the Traffic Signal Maintenance Agreement with The City of Tallahassee.

Background:

An agreement was entered into with the City of Tallahassee for the maintenance of the traffic signal at the Flying J Truck Center in May of 2003. Since that time, another signal has been added at the intersection of US 90 and Brickyard Road. This Agreement will add this intersection's traffic signal to be maintained as needed by the City of Tallahassee.

Analysis:

The traffic signal added at the intersection of US 90 and Brickyard Road will require specialized equipment and technology not available at Public Works. The City of Tallahassee has provided prompt service when needed for repairs to the existing signal.

Fiscal Impact:

The cost is documented on Exhibit A.1. The Florida Department of Transportation will reimburse the County \$2,472 annually for this costs.

Options:

1. Approval of Traffic Signal Maintenance Agreement With The City of Tallahassee
2. Provide other direction.

Recommendations:

Option 1

County Administrators Recommendation:

Option 1

Attachment:

1. Amendment to Agreement (3 copies)
2. Exhibit A.1
3. Original executed Traffic Signal Maintenance And Compensation Agreement

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is dated _____, 2009, and is entered into by the **City of Tallahassee**, a Florida municipal corporation ("City"), and **Gadsden County**, a political subdivision of the State of Florida ("County").

RECITALS

1. The City and the County entered into a Traffic Signal Maintenance and Compensation Agreement dated May 16, 2003, relating to the provision of certain signal maintenance services by the City for a traffic signal owned by the County (the "Agreement").

2. The parties desire to amend the Agreement to extend such services to another traffic signal owned by the County.

The parties therefore agree as follows:

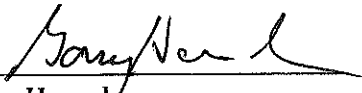
1. The Section 1 of the Agreement is hereby amended to read as follows: "The CITY shall be responsible for maintenance and operation of the traffic signal(s) at the location(s) identified in Exhibit A to this Agreement. The parties, by mutual agreement, may include additional traffic signals to be maintained and operated by the City. Such additional signals shall be identified on supplemental exhibits, labeled sequentially as Exhibit A-1, Exhibit A-2, etc., which shall be signed by authorized representatives of each party and appended to this Agreement."

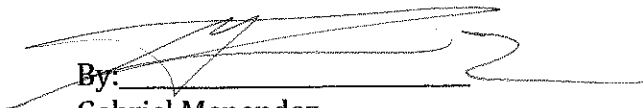
2. Except as specifically modified by this Amendment to Agreement, the terms and conditions of the Agreement shall continue in full force and effect.

The parties are signing this Amendment to Agreement as of the dated stated in the introductory clause.

CITY OF TALLAHASSEE

Attest:

By: 
Gary Herndon
City Treasurer-Clerk

By: 
Gabriel Menendez
Public Works Director

APPROVED AS TO FORM:

By: 
City Attorney

GADSDEN COUNTY, FLORIDA

Attest:

By: _____
Clerk of the Circuit Court

By: _____
Chairman

EXHIBIT A
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

INTERSECTION LOCATION: U.S. Highway 90 and the entrance to Florida Department of Transportation (FDOT) and The Flying J Truck Center

PURPOSE

This exhibit defines the method and limits of compensation to be made to the maintaining agency (City of Tallahassee) for the services described in this Agreement and the method by which payments will be made.

COMPENSATION

For the satisfactory completion of all services defined in this Agreement, Gadsden County will pay the City of Tallahassee a monthly fee of \$180.00 for the remaining time period in FY 03-04. Beginning in FY 04-05 the monthly unit rate for each fiscal year will increase 3% more than the unit rate for the previous year, unless otherwise specified in an amendment to this Agreement (Please see chart below):

FY 03-04	\$ 180.00 per month (\$ 2160.00 annually)
FY 04-05	\$ 185.00 per month (\$ 2220.00 annually)
FY 05-06	\$ 191.00 per month (\$ 2292.00 annually)
FY 06-07	\$ 197.00 per month (\$ 2364.00 annually)
FY 07-08	\$ 203.00 per month (\$ 2436.00 annually)

PAYMENT PROCESSING

The City of Tallahassee shall invoice Gadsden County on a quarterly basis.

1/15/08 2008



December 7, 2009

Gadsden County
1284 High Bridge Road
P.O. Box 1799
Quincy, FL 32351

Subject: Gadsden County Traffic Signal Maintenance Agreement.

Dear Mr. Presnell,

Please find enclosed three copies of the amended Traffic Signal Maintenance Agreement adding the new traffic signal at Brickyard Rd. Please execute all three copies. send them back to me and I will return a copy to you once it has been executed here.

Mail to:
City of Tallahassee
300 S. Adams St A-12
Tallahassee, FL 32301
Attn: Wayne Bryan

If you have any questions, please contact Wayne Bryan of our office at (850) 891-2080

A handwritten signature in black ink that reads "Wayne H. Bryan".

Wayne H. Bryan
Signal System Engineer
Public Works Operations Division
City of Tallahassee
850 891-2080

wayne.bryan@talgov.com

CITY OF TALLAHASSEE -- TRAFFIC ENGINEERING DIVISION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of May, 2003, by and between the City of Tallahassee hereinafter called the "CITY", and Gadsden County, Florida, hereinafter called the "COUNTY".

WITNESSETH:

WHEREAS, by special act of the Florida Legislature (Chapter 25978 Laws of Florida, 1949), the CITY and the COUNTY are authorized to enter into this Agreement and undertake the common duties of maintenance and operation of a traffic signal in Gadsden County; and,

WHEREAS, both governments desire to foster an atmosphere of cooperation in the determination of the equity of the Agreement to provide services to citizens residing within the surrounding municipal boundaries and in the unincorporated surrounding areas, and;

WHEREAS, it is of benefit to all the citizens of the CITY and COUNTY that both governments cooperate to resolve these and other community problems, and;

WHEREAS, it is understood and agreed that all maintenance and operation of traffic signalization services will be provided by the CITY's Traffic Engineering Division,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the CITY and the COUNTY, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The CITY shall be responsible for maintenance and operation of the traffic signal located on U.S. Highway 90 and the entrance to Florida Department of Transportation (FDOT) and The Flying J Truck Center. Any future traffic signals to be included in this Agreement must be mutually agreed upon by both the CITY and the COUNTY. Payments will be made by the COUNTY to the CITY in accordance with Exhibit A.
2. The CITY will maintain and operate the traffic signal in a manner that will endure safe and efficient movement of the highway traffic. The maintenance responsibilities of the CITY will include, but not be limited to, preventative maintenance (periodic inspection, service and routine repairs), an emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage).
3. The COUNTY will pay 100% for any upgrades/signal replacement.

4. The COUNTY will be responsible for the payment of electricity and electrical charges incurred in connection with the operation of this traffic signal.
5. The COUNTY will be guaranteed timely services.
6. 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.

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

GADSDEN COUNTY, FLORIDA

CITY OF TALLAHASSEE

By: *Bill McGill*

By: *Anita R. Favors*

Print / Type Name: Bill McGill

Print / Type Name: Anita R. Favors

Title: Chairman

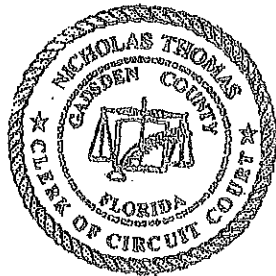
Title: City Manager

Attest: *[Signature]*

Attest: *[Signature]*
Gary Herndon
City Treasurer-Clerk

REVIEWED:

Attorney



APPROVED AS TO FORM:

[Signature]
PATRICK E. HURLEY
ASSISTANT CITY ATTORNEY

APPROVED BY CITY COMMISSION

March 12, 2003