

**RESOLUTION NO. 02- 06**

A RESOLUTION TO AUTHORIZE THE CHAIRMAN TO EXECUTE A MASTER TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF COSTS TO MAINTAIN AND OPERATE TRAFFIC SIGNAL SYSTEMS ALONG NORTH COLLIER BOULEVARD (SR 951) BETWEEN SAN MARCO ROAD (CR 92) AND THE S.S. JUDGE JOLLEY BRIDGE.

WHEREAS, the State of Florida Department of Transportation owns, maintains, and operates North Collier Boulevard (SR 951) within the City of Marco Island between San Marco Road (CR 92) and the S. S. Judge Jolley Bridge, and thereby has jurisdiction over all roadway improvements, drainage works, highway lighting and traffic signal systems within said SR 951 right-of-way; and

WHEREAS, pursuant to Resolution No. 99-39 dated October 4, 1999, the City of Marco Island entered into a Traffic Signal Maintenance Agreement with the State of Florida Department of Transportation and therein assumed responsibility for maintenance and operation of four (4) traffic signals at its cost along SR 951 without financial reimbursement; and

WHEREAS, beginning in Fiscal Year 2002/2003 occurring on July 1, 2002, the State of Florida Department of Transportation will reimburse local governments for a portion of the costs to maintain and operate traffic signals on the state highway system based on statewide standard rates; and

WHEREAS, on February 7, 2002 the State of Florida Department of Transportation notified the City of Marco Island of its eligibility for reimbursement of traffic signal maintenance and operation costs subject to execution of a Master Traffic Signal Maintenance and Compensation Agreement and the terms and conditions set forth therein, with said proposed Agreement being attached hereto and upon the full execution of same being designated as Exhibit "1" to this Resolution; and

WHEREAS, it is determined to be in the best interest, safety, health, and welfare of its citizenry for the City of Marco Island to enter into said Master Traffic Signal Maintenance and Compensation Agreement.

NOW, THEREFORE, BE IT RESOLVED, that this City Council hereby declares and/or authorizes:

- (1) The Chairman of City Council to execute the Exhibit "1" Master Traffic Signal Maintenance and Compensation Agreement.

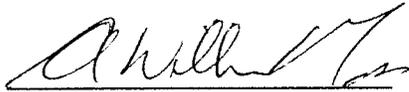
(2) That the October 4, 1999 Traffic Signal Maintenance Agreement shall be deemed terminated and superceded by and upon the full execution of the attached Exhibit "1" Master Traffic Signal Maintenance and Compensation Agreement.

(3) That for the effective and efficient administration of the Master Traffic Signal Maintenance and Compensation Agreement, the City Manager is hereby named and authorized to serve in the capacity as the City's designated officer pursuant to page 1 of said Agreement.

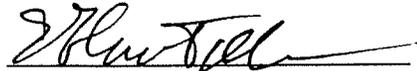
THIS RESOLUTION shall become effective upon its adoption.

Passed in open and regular session of the City Council of the City of Marco Island, Florida, this 1st day of April 2002.

Attest:



A. William Moss  
City Manager/City Clerk



E. Glenn Tucker, Chairman

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

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, a political subdivision of the State of Florida, herein called the "Maintaining Agency".

**WITNESSETH:**

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, F.S. and 335.055, F.S., to enter into this Agreement; and

WHEREAS, the Maintaining Agency by Resolution No. \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a copy of which is attached hereto and made a part of hereof, has authorized its undersigned officers to enter into and execute this agreement, and has designated the officer(s) authorized to receive and respond to the Department's request orders;

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 systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacon installations, illuminated street name signs, and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. 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 full traffic signal locations as identified in Exhibit A. Flashing beacons, emergency signals, and school 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 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 signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. 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.

2. The Maintaining Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agrees 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. 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). The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

3. 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 the same age or newer and 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 the Maintaining Agency.

4. The Maintaining Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, or special provisions. The Maintaining Agency may make modifications in phasing of signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by, or for, the Maintaining Agency in accordance with Section 1A.09, Engineering Study and Engineering Judgment, of the MUTCD, recommending such changes and signed and sealed by a qualified Professional Engineer registered in the State of Florida. The Maintaining agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Maintaining Agency shall send a signed/sealed copy of the timings to the Department immediately after installation. 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.

5. 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.

6. The Maintaining Agency and the Department shall develop 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 existing traffic signals 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 not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New signals added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department signals added during previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's signals in the next fiscal year. In the event that no change has been made to the previous year 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 or 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.

7. 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 Banking and Finance. 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.

8. 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.

9. A Vendor Ombudsman has been established within the Department of Banking and Finance. 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) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

10. 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, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

11. 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.

12. 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.

13. 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.

14. The Maintaining Agency may be subject to inspections of 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 terminate payment 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.

15. The Maintaining Agency may enter into Agreements with other parties pertaining to 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.

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

17. 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.

18. The Maintaining Agency, to the extent allowed by Section 768.28, Florida Statutes, shall indemnify, defend, save and hold harmless, the State, the Department, any joint pole owner and all of their officers, agents and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of, this Agreement by the Maintaining Agency, its subcontractors, agents or employees or due to any act or occurrence of omission or commission of the Maintaining Agency, its subcontractors, agents or employees.

19. 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.

20. 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.

21. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties.

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

IN WITNESS WHEREOF, the parties hereto 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:



I certify that the above traffic signals were maintained and operated in accordance with the requirements of the Master Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining agency a Total Lump Sum of \$\_\_\_\_\_.

Maintaining Agency	Date	District Traffic Operations Engineer	Date
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**EXHIBIT B**

**MASTER 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.

For satisfactory completion of all services for Fiscal Years 02-03, 03-04, 04-05, 05-06, and 06-07 as detailed in this Agreement, the Department will pay the Maintaining Agency a Total Lump Sum Amount to be computed as follows:

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.

Example: For a intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount will be:  $\$518 \times (2/4) = \$259$

Unit Rates per 100% State Intersections

FY 02-03	\$ 518
03-04	\$1,599
04-05	\$2,196
05-06	\$2,262
06-07	\$2,330

**3.0 PAYMENT PROCESSING**

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