

(Do Not Modify) Modified On	Approval ID	Approval Type	Status Reason	Contract ID	Department	Approved By	Modified By	Modified On
1/17/2025 17:09	APPR-012789	Contract For Execution	Approved as Revised	CONT-005908	PW- Public Works	David Schwartz	David Schwartz	1/17/2025 17:09
1/17/2025 13:06	APPR-012790	Contract For Execution	Approved As Drafted	CONT-005908	PW- Public Works	Steve Varvel	Steven Varvel	1/17/2025 13:06
1/27/2025 11:14	APPR-012791	Contract For Execution	Approved As Drafted	CONT-005908	PW- Public Works	Diane Holder	Diane Holder	1/27/2025 11:14

Today's Date: 1/8/25**CITY OF GAINESVILLE TRANSMITTAL FORM**

Dept Tracking # _____

Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000Type of Action Requested (check one) ☒ New ☐ Extension ☐ Amendment ☐ Change Order

Project Amount: \$1,538.00 Anticipated Start Date: ASAP
 Department Name: Public Works
 Project Manager: GAIL MOWRY Phone Number: ext. 8421
 Account No.: _____ Funding Source: ☒ City Funds ☐ Other
 Subcontractor Opportunities: ☐ Yes ☐ No Provide Other source: _____
 GG Cost Center- GG Public Works: Signals: Revenue: Intergovernmental Revenue
 Contractor/Vendor: City of Micanopy
 Project Description: _____

Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000**PROJECT APPROVED FOR PROCESSING**

As Project Manager, the City's liaison, you are responsible for monitoring the project. Including, visibly verifying progress and completion is in accordance with the project specifications.

Project Manager / _____ Date

Department Head / _____ Date

Leadership Team, Executive Team or Charter Officer / _____ Date

SIMULTANEOUS PROJECT REVIEW

The requested reviewers are noted by an "X" below. Each should complete his/her review and return the project comments directly to the Department. **Note: Review and subsequent approval is required of the City Attorney and Risk Manager for all projects.** Allow a minimum of three days for Department review.

REVIEWER COMMENTS

The attached project has been reviewed by me and approved As Drafted OR Subject To modifications as noted.

	<u>Reviewing Office</u>	<u>As Drafted</u>	<u>Subject To</u>	<u>Signature</u>	<u>Date</u>
<u>X</u>	City Attorney (As to form and legality)	_____	_____	Approved As Revised/ D. Schwartz	01/17/2025
<u>X</u>	Risk Manager (Risk/Insurance Coverage)	_____	_____	Approved As Drafted/ S. Varvel	01/17/2025
_____	Grants (If grant)	_____	_____	_____	_____
_____	Fleet (vehicles or related)	_____	_____	_____	_____
_____	Facilities Mgmt (vertical structures)	_____	_____	_____	_____
_____	IT (software/hardware)	_____	_____	_____	_____
<u>X</u>	Procurement	_____	_____	Approved As Drafted/ D. Holder	01/25/2025

☐ Notification of project (i.e. bid being processed by Department) to Small Business Procurement Program Coordinator (excludes contracts)

Department shall determine that all items marked "subject to" are cleared before final submission of the project below.

To Contractor for Signature Date: _____ Received From Contractor Date: _____
 To City Attorney Date: _____ From City Attorney Date: _____
 To City Manager Date: _____ From City Manager Date: _____

City Commission Approval: (\$50,000 and above) ☒ Yes Date Approved: N/A this is incoming revenue
☐ No City Commission approval is not required⁽⁵⁾
⁽⁵⁾ 7.1 Provide Purchasing Policy exception section (i.e. Sec 7.1(c))

Purchasing Policy 7.1: Every purchase of an item of supplies, materials, equipment, contractual services, or extension(s) to existing contracts costing in excess of \$50,000 shall require the approval of the City Commission, except... (see Purchasing Policy for exceptions).

PROJECT APPROVED FOR EXECUTION: **Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000**

City Attorney / _____ Date

City Manager or Designee / _____ Date

Print on five part NCR paper – **White** (original) for final execution; **Yellow** for City Attorney; **Pink** for Risk; **Green** for SBPP; **Goldenrod** for file or others as needed.

INTERLOCAL AGREEMENT FOR MAINTENANCE AND OPERATION OF
TRAFFIC SIGNALS, SCHOOL BEACONS, ITS DEVICES,
AND CONNECTED VEHICLE DEVICES

This Interlocal Agreement is entered into on the date the contract is executed between the CITY OF GAINESVILLE, FLORIDA ("GAINESVILLE") and the TOWN OF MICANOPY, FLORIDA ("MICANOPY").

WHEREAS, Section 163.01, Florida Statutes, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

WHEREAS, GAINESVILLE has the ability to operate and maintain traffic signals, school beacons, ITS (Intelligent Transportation System) Devices and Connected Vehicle Devices in various incorporated communities in Alachua County, and

WHEREAS, MICANOPY is an incorporated community in Alachua County and has requested GAINESVILLE continue to provide these repairs and services.

NOW, THEREFORE, GAINESVILLE and MICANOPY hereby agree as follows:

I. TERM

This Agreement shall become effective upon execution and shall govern the rights and responsibilities of the parties for maintenance and operations of school beacons for the period beginning October 1, 2023, as though this Agreement had been in effect during such period. Thereafter, this Agreement shall renew for successive one-year terms until amended or terminated as provided in the Agreement

The City Manager of GAINESVILLE and the Town Administrator of MICANOPY shall have the authority to negotiate and execute all amendments to this Agreement.

II. SCOPE OF SERVICES

A. Operation and Maintenance

GAINESVILLE shall operate and maintain the traffic signals, school beacons, its devices and connected vehicle 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.

B. Preventive Maintenance

GAINESVILLE will perform necessary preventive maintenance on the traffic signals, school beacons, ITS devices and connected vehicle devices for MICANOPY on an annual basis and submit a preventative maintenance report consistent with reporting requirements of the State of Florida Department of Transportation, Traffic Signal Maintenance and Compensation Agreement.

C. Emergency and Extraordinary Repairs

Upon request from the City Manager or, Public Services Director or designee of MICANOPY, the GAINESVILLE Public Works Department, Traffic Operations Division, may provide emergency and extraordinary repair service for the traffic signals, school beacons, ITS devices and connected vehicle devices within MICANOPY. The GAINESVILLE Traffic Operations Manager or designee shall make determinations regarding the priority of emergency services, extraordinary repairs under this Agreement.

D. Additional Traffic Operations Services

Upon request from the City Manager or, Public Services Director or designee of MICANOPY, the GAINESVILLE Public Works Department, Traffic Operations Division may provide additional traffic operations services on a case-by-case basis

E. Service Locations

Attachment A lists the locations of traffic signals, school beacons, ITS devices and connected vehicle devices that are covered in this Agreement. This list has been aligned to reflect a similar format of State of Florida Department of Transportation, Traffic Signal Maintenance and Compensation Agreement, exhibit A.

Attachment A should be updated or amended annually by GAINESVILLE and MICANOPY and may be updated or amended as needed to reflect new traffic signals, school beacons, ITS devices and connected vehicle devices that may come online as development occurs.

III. COSTS

A. Cost Basis Fixed Rate

The cost for operation and maintenance is shown in Attachment B. This cost will be aligned to the State of Florida Department of Transportation, Traffic Signal Maintenance and Compensation Agreement, Unit Compensation Rates per Intersection on the State Highway System, Attachment B.

In order to achieve efficient use of government resources and provide mutual advantage of regional traffic control, GAINESVILLE shall charge MICANOPY for operation and maintenance on the basis of FDOT reimbursement rates, on the basis of published rates as of the State of Florida Department of Transportation, Traffic Signal Maintenance and Compensation Agreement, Unit Compensation Rates per Intersection on the State Highway System, Attachment B, as amended annually.

B. Extraordinary and Emergency Repair.

Other costs associated with traffic signals, school beacons and other ITS devices are not included in the fixed rate in paragraph III.A, above.

Performance of extraordinary or emergency repair work under \$1,000 may be mutually agreed by the parties orally.

Performance of extraordinary or emergency repair work of \$1,000 or more will require written authorization by GAINESVILLE and MICANOPY with respect to scope of work and charges for the work. Upon receipt of a written request for these activities, GAINESVILLE shall provide a written estimate, including appropriate overhead charges, to MICANOPY. MICANOPY shall then notify GAINESVILLE, in writing, prior to the start of any activities. MICANOPY's written approval to commence work is sufficient to constitute a "written authorization" under this section. Examples of extraordinary and emergency repairs are listed in Attachment C.

C. Additional and Optional Traffic Operations Services

Costs for the signalization plan reviews, pavement marking activities, street sign fabrication and installation, subject matter expert participation in public meetings or cases, traffic studies, minor construction activities, and other transportation services shall be based on the actual cost of the service. Performance of these activities will require written approval by GAINESVILLE and MICANOPY with respect to the scope of the work and charges for the work. Upon receipt of a written request for these activities, GAINESVILLE shall provide a written estimate, including appropriate overhead charges, to MICANOPY. MICANOPY shall then notify GAINESVILLE, in writing, of its approval to commence the activities prior to GAINESVILLE starting any activities. MICANOPY'S written approval to commence work is sufficient to constitute a "written authorization" under this section.

IV. PAYMENTS

GAINESVILLE will invoice MICANOPY for services rendered, calculated as described in paragraph III, above, and MICANOPY agrees to pay the invoice within 30 days from the date of invoice. Payments shall be EFT (Electronic Fund Transferred); or mailed and delivered to the Office of the City of Gainesville's Finance Department, MS 47, PO Box 490, Gainesville, Florida 32602 or via EFT indicating the invoice number.

Charges for based fixed rate (III.A) will be billed semi-annually

Charges for extraordinary and emergency repair (III.B); and additional and optional Traffic Operation services (III.C) will be billed 60 days after such services are completed.

V. CONTACTS

GAINESVILLE Traffic Operations Manager or designee shall be the representative of GAINESVILLE on all matters pertaining to this Agreement and MICANOPY's Town

Administrator will be the representative for MICANOPY. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing. E-mail notices shall be sent to the e-mail addresses designed below or to any other e-mail addresses designated in writing by either party as an authorized e-mail address for notifications.

GAINESVILLE:

c/o Gail L Mowry, PE, City Engineer
Traffic Operations Manager
Post Office Box 490 -MS 58 Gainesville, Florida 32602
mowrygl@gainesvillefl.gov

MICANOPY:

Sara Owen
Town Administrator
706 NE Chokolka Blvd, Micanopy, FL 32667
SOwen@micanopytown.com

VI. TERMINATION

GAINESVILLE and MICANOPY shall have the right to terminate this Agreement with or without cause upon 180 days' written notice, by certified mail, to the representatives set forth above.

VII. LIABILITY AND DISCLAIMER OF WARRANTY

To the extent not prohibited or limited by law, GAINESVILLE assumes any and all risks of personal injury and property damage attributable to the negligent acts or negligent omissions of GAINESVILLE and its officers, employees, servants and agents thereof while acting within the scope of their employment by GAINESVILLE. Provided, however, GAINESVILLE does not waive its sovereign immunity under Section 768.28, Florida Statutes. Notwithstanding the foregoing, GAINESVILLE expressly disclaims any liability for personal injury or property damage sustained by third parties arising from the GAINESVILLE'S performance or lack of performance under this Agreement.

To the extent not prohibited or limited by law, MICANOPY assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of MICANOPY and its officers, employees, servants and agents thereof while acting within the scope of their employment by MICANOPY. Provided, however, MICANOPY does not waive its sovereign immunity under Section 768.28, Florida Statutes.

It is specifically understood and agreed that GAINESVILLE shall have no responsibility or liability for any claims or damages incurred as a result of the failure, neglect, or omission of MICANOPY to promptly notify GAINESVILLE when MICANOPY receives notice or has either actual or constructive knowledge of any and all problems, complaints, defects, imperfections, malfunctions, or failings of the traffic regulation equipment, signs, or signals, or any required

repairs, replacement of maintenance of the traffic regulation equipment, signs, or signals provided under the terms of the Agreement.

Further, GAINESVILLE makes no warranty (express or implied) for the work performed pursuant to this Agreement.

VIII. FORCE MAJEURE

Neither GAINESVILLE nor MICANOPY shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A “Force Majeure Event” means the occurrence of:

(a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;

(b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);

(c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

IX. SOVEREIGN IMMUNITY

GAINESVILLE and MICANOPY agree that nothing contained in this Agreement shall be interpreted as a waiver of GAINESVILLE or MICANOPY’s sovereign immunity under Florida Statutes 768.28.

X. AMENDMENT

Any change or modification to this Agreement shall be in writing and executed by both parties.

XI. FILING OF AGREEMENT

MICANOPY, upon execution of this Agreement, shall file this Agreement and any subsequent amendments hereto, with the Clerk of the Circuit Court in the official records of Alachua County, as required by Section 163.01 (11), Florida Statutes.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the parties with reference to the project and supersedes any and all prior communications, discussions, negotiations, understanding, or agreements. This Agreement may only be changed or amended by mutual written agreement.

XIII. SEVERABILITY AND NON-WAIVER

If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision and shall not be construed as a modification of the terms of this Agreement.

XIV. SUCCESSORS AND ASSIGNS

Neither party shall assign its rights hereunder, nor shall it delegate any of its duties hereunder without the written consent of the other party. This Agreement shall be binding on each party hereto, its successors, assigns and legal representatives.

XV. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party, nor shall it be construed as giving any right or benefit hereunder to anyone other than MICANOPY or GAINESVILLE.

XVI. NO THIRD-PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

XVII. PROJECT RECORDS

All records relating in any manner whatsoever to the Agreement, which are in the possession of GAINESVILLE or its consultants, shall be made available to MICANOPY for inspection and copying upon written request of MICANOPY, and shall be kept for a period of three years after the completion of all work to be performed. Additionally, said records shall be made available, upon request by MICANOPY, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records.

XVIII. FUNDING LIMITATION

The obligations of either party as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential city services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the parties shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the parties pursuant to this Agreement.

XIX. DISPUTE RESOLUTION

If the parties are unable to resolve any issue in which they may be in disagreement or in the event of default, such dispute will be resolved in accordance with Chapter 164 Florida Statutes, entitled the "Florida Governmental Conflict Resolution Act."

XX. GOVERNING LAW AND VENUE

This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County, Florida.

TOWN OF MICANOPY

Micanopy Clerk

By: _____
Mayor

Date: _____

CITY OF GAINESVILLE

Gainesville City Clerk

By: _____
Cynthia W. Curry, City Manager

Date: _____

Approved as to Form and Legality

City Attorney

ATTACHMENT A – SERVICE LOCATIONS

TOWN OF MICANOPY

The City of Gainesville will perform emergency repairs and preventive maintenance at the following locations:

Type of Installation	Type	Location
School Flasher	PFB	Micanopy Area Cooperative School

ATTACHMENT B
TOWN OF MICANOPY TRAFFIC ENGINEERING SERVICES
AGREEMENT FY 2023/2024 AND FY 2024/2025 COST DETERMINATION FOR
PREVENTATIVE SIGNAL MAINTENANCE & ROUTINE REPAIR

Cost for FY 2023-2024
Based Fixed Rate (III.A.)

(1) Pedestrian flashing beacon (school flashers) at \$758 each = \$ 758

Total Cost FY2023-2024 **\$ 758**

Cost for FY 2024-2025
Based Fixed Rate (III.A.)

(1) Pedestrian flashing beacon (school flashers) at \$780 each = \$ 780

Total Cost FY2024-2025 **\$ 780**

The following table shows compensation rates for FY2023-2024 AND FY2024-2025:

Reference: FDOT Form 750-010-24b Page 2 and 7, Revision 04/2023

Source: <https://pdl.fdot.gov/api/form/downloadAttachment/15079306>

Unit Compensation Rates per Unit on the State Highway System																	
	Traffic Signals (TS) <i>Intersection</i>	Traffic Signal- Interconnected & monitored (IMTS) <i>Intersection</i>	Intersection Control Beacon (ICB) <i>Intersection</i>	Pedestrian Flashing Beacon (PFB) <i>System</i>	Emergency Fire Dept. Signal (FDS) <i>System</i>	Speed Activated Warning Display (SAWD) <i>System</i>	Illuminated Street Name Signs (ISNS) <i>Intersection</i>	Blank Out Sign (BOS) <i>System</i>	Traffic Warning Beacon (TWB) <i>System</i>	Probe Data Detection System (PDDS) <i>Device</i>	Uninterruptible Power Supplies (UPS) <i>Device</i>	Connected Automated Vehicle Devices (CAVD) <i>Device</i>	Pedestrian Hybrid Beacon (PHB) <i>System</i>	Arterial Dynamic Message Sign (ADMS) <i>Device</i>	Passive Pedestrian Detection (PPD) <i>System</i>	Traffic Monitoring Camera (TMC) <i>Device</i>	In-Roadway Warning Lights (IRWL) <i>System</i>
FY																	
2021-22	\$ 3,573	\$ 5,134	\$ 896	\$ 717	\$ 1,252	\$ 360		\$ 360	\$ 360	\$ 115	\$ 115	\$ 514					
22-23	\$ 3,670	\$ 5,273	\$ 921	\$ 737	\$ 1,286	\$ 370		\$ 370	\$ 370	\$ 119	\$ 119	\$ 527					
23-24	\$ 3,910	\$ 5,558	\$ 947	\$ 758	\$ 1,323	\$ 381	\$ 391	\$ 419	\$ 381	\$ 123	\$ 123	\$ 542	\$ 2,645	\$ 2,027	\$ 1,644	\$ 688	\$ 658
24-25	\$ 4,024	\$ 5,720	\$ 975	\$ 780	\$ 1,362	\$ 393	\$ 403	\$ 432	\$ 393	\$ 127	\$ 127	\$ 558	\$ 2,722	\$ 2,086	\$ 1,692	\$ 708	\$ 678
25-26	Based on the Consumer Price Index (CPI), the compensation amounts will be revised.																

ATTACHMENT C

EXAMPLES OF EXTRAORDINARY AND EMERGENCY REPAIR

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

- Respanning overhead span or messenger wire and supporting materials
- Rewiring overhead messenger wire
- Replacing concrete controller pads
- Reworking or repairing underground conduit and cables
- Re-installation of poles supporting traffic signal, flashing school beacon and flashing warning beacon installations
- Specification, design, ordering and purchasing of special equipment (non off-the-shelf items)
- Repainting of mast arms and poles
- Structural repairs of mast arms and poles
- Utility locates (Sunshine One-Call)
- Replacement of solar panels, inverters and batteries related to solar installations

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

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