

**INTERLOCAL AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND THE  
CITY OF LEESBURG FOR  
TRAFFIC SIGNAL MAINTENANCE**

This Interlocal Agreement is made by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the City of Leesburg, a municipal corporation organized under the Laws of the State of Florida, hereinafter the "City," for traffic signal maintenance.

**WHEREAS,** Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, allows a public agency to exercise jointly with other public agencies any power, privilege or authority which such agencies share in common; and

**WHEREAS,** Section 125.01(p), Florida Statutes, authorizes the County to enter into agreements with other governmental agencies for performance of one unit on behalf of the other any of either agency's functions; and

**WHEREAS,** on November 7, 2003, the parties did enter into an Interlocal Agreement for Traffic Signal Maintenance; and

**WHEREAS,** the parties now desire to replace the existing agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Effective Date.** This agreement shall become effective on October 1, 2013.

3. **Term.** This agreement shall have a term of seven (7) years from the effective date. This agreement shall thereafter renew annually until otherwise terminated in accordance herewith.

4. **County Obligations.**

A. The County will provide traffic signal maintenance, both planned and emergency for those signals identified in **Exhibit A**, attached hereto and incorporated herein by reference. Maintenance shall be in accordance with the most current repair manual, and in compliance with standards promulgated by the State Department of

Transportation pursuant to Section 316.0745, Florida Statutes. Additional devices may be added throughout the term of this Agreement by written memorandum executed by the County Manager or designee, and by the City Manager or designee.

B. The County will provide qualified employees to perform the maintenance needed, and will ensure that such qualified employees will be available at all times, day and night, and will maintain emergency response vehicles for use in performing emergency tasks.

C. In the event of major damage to the signal or its component parts which is beyond the County's ability to repair at the scene, the County shall have the option of restoring traffic control by switching the intersection to temporary flash mode until the equipment can be repaired or replaced.

D. In the event of damage of a catastrophic nature, or in the event of traffic signal, beacon, warning flasher or school flasher, rebuild or repair, which is deemed to be beyond the County's maintenance capability, the County will employ the services of a contractor to effect the repairs. Selection of a contractor shall be at the County's sole discretion.

#### **5. City's Obligations.**

A. The City shall pay to the County the annual amount of **\$2,076.26** per signalized intersection and **\$519.09** per flashing beacon, warning flasher or school flasher intersection to cover the cost of maintenance, including parts and labor, to be billed annually. Such monies shall be remitted within thirty (30) days of receipt of an annual invoice from the County. The annual amount shall include monthly signal inspections, annual preventive maintenance routines, and planned and emergency maintenance. This amount shall **not** include repairs catastrophic in nature as set forth in section 4(D) above. The annual amount shall automatically increase by three percent (3%) upon each anniversary date of this Agreement.

B. The City shall be responsible for all other operational costs associated with such traffic signals, beacons, warning flashers, school flashers, or flashing beacons, including but not limited to electricity.

C. The City shall reimburse the County for all charges levied by the County's contractor retained in accordance with section 4(D) above. The County will bill the City for these repairs at its cost and the City shall reimburse the County immediately upon receipt of such invoice.

D. The City shall provide to the County information regarding the installation of any new signals, beacons, warning flashers, or school flashers during the annual period, including signals, beacons, warning flashers or school flashers contained within any area annexed by the City. Such information shall be given to the County before construction plans are approved, or the annexation is finalized, and the County shall

retain the right of review and comment on the construction plans, or proposed annexation. The County shall automatically add such new signals, beacons, warning flashers and school flashers to this Agreement and the City shall include the new traffic signals, beacons, warning flashers, and school flashers when calculating the amount payable to the County under this Agreement. The amount payable shall be prorated for each traffic signals, beacons, warning flashers, school flashers, or flashing beacons as of the date of the device comes on-line, or the date the device is annexed, prior to the annual renewal hereof.

**6. Interconnection of Traffic Signals.** The City shall, at the City's sole expense:

A. Continue to maintain any fiber optic interconnect and connection to the Lake County Traffic Signal Networks System that is currently in place as of the date of this agreement;

B. Continue to maintain any existing fiber optic interconnect and connection between City traffic signals and the Lake County Traffic Signal Networks System; and

C. Reestablish interconnection to the traffic signals that were interconnected and connected, but because of road construction or other issues beyond the County's control, were disconnected from the system.

The City traffic signals that have existing fiber optic interconnect and are connected to the Lake County Traffic Signal Networks System or have been disconnected are identified in **Exhibit B**, attached hereto and incorporated herein by reference.

**7. Public Records.** Pursuant to Section 119.0701, Florida Statutes, the City shall comply with the Florida Public Records' laws, and shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein.

B. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the City upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be

provided to the County in a format that is compatible with the information technology systems of the County.

Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

**8. Termination.** This agreement may be terminated by either party without cause with one hundred twenty (120) days notice to the non-terminating party.

**9. Notices.** Wherever provision is made in this Agreement for the giving, serving or delivering of any notice, statement, or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

**COUNTY**

Public Works Department  
c/o Engineering Director  
437 Ardice Avenue  
Eustis, Florida 32726

**CITY**

City Manager  
501 W. Meadow Street  
Leesburg, Florida 34748

Notice sent by facsimile transmission shall not be accepted.

**10. Entire Agreement.** It is mutually agreed that the entire agreement between the parties is contained herein, and that neither party has made any statement, promise or agreement, or taken upon itself any engagement whatsoever that it is not fully capable of honoring to its fullest.

**11. Prior Agreements.** The previous agreement entered into between the parties dated on or about November 7, 2003 shall be terminated effective September 30, 2013.

**12. Severability.** If any provision, condition, promise, or part of this agreement is found or held to be invalid, it is the intent of the parties that the remaining provisions are unaffected and will be honored by the parties. To this end, the provisions of this agreement are declared severable.

**Interlocal agreement between Lake County, Florida and the City of Leesburg for Traffic Signal Maintenance.**

**IN WITNESS HERETO**, the parties to this agreement, by their signatures, have caused this agreement and all its parts, to be fully executed this \_\_\_\_ day of \_\_\_\_\_, 2013.

**COUNTY**

ATTEST:

LAKE COUNTY, through its BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Neil Kelly, Clerk  
of the Board of County  
Commissioners of Lake  
County, Florida

\_\_\_\_\_  
Leslie Campione  
Chairman

This \_\_\_\_ day of \_\_\_\_\_, 2013

Approved as to form and legality:

\_\_\_\_\_  
Sanford A. Minkoff, County Attorney

**Interlocal agreement between Lake County, Florida and the City of Leesburg for Traffic Signal Maintenance.**

**CITY OF LEESBURG**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and legality:

\_\_\_\_\_  
City Attorney

**Exhibit A City of Leesburg**

<b>Cartograph ID</b>	<b>Major Road</b>	<b>Side Street A</b>	<b>Side Street B</b>	<b>Landmark</b>
LE-S-035	Thomas Av	CR 44C/Griffin Rd 4908	CR 44A/Griffin Rd 4909	
LE-S-069	US 441	CR 44	Sleepy Hollow Rd	
LE-S-159	Main St	12TH ST		
LE-S-156	Main St	3RD ST		
LE-S-157	Main St	6TH ST		
LE-S-158	Main St	9TH ST		
LE-S-155	Main St	Canal St		
LE-S-278	Main St	Lone Oak Dr		
LE-S-160	Main St, W	Thomas Av		
LE-S-153	SR 44	12Th ST		
LE-S-152	SR 44	9TH ST		
LE-S-151	SR 44	Canal St		
LE-S-154	SR 44	CR 468		
LE-S-150	SR 44	Lake St		
LE-S-203	SR 44	Lone Oak Dr		Oak Park Middle
LE-S-149	SR 44	Main St		
LE-S-137	US 27	Center St		
LE-S-136	US 27	Citizens Bv		
LE-S-131	US 27	CR 466A/Picciola Rd		
LE-S-130	US 27	Dr MLK Jr/CR 460		
LE-S-133	US 27	Griffin Rd		
LE-S-142	US 27	Gunston St		
LE-S-138	US 27	Main St		
LE-S-132	US 27	North Lake Plaza		
LE-S-134	US 27	Palm Plaza		
LE-S-141	US 27	SR 44/Dixie Av		
LE-S-140	US 27	Sumter St		
LE-S-139	US 27	Yellow Jacket		Leesburg High School
LE-S-146	US 441	3RD ST		
LE-S-147	US 441	Canal St		
LE-S-143	US 441	Citizens Bv		
LE-S-068	US 441	College Av		
LE-S-070	US 441	CR 473	Bluegill Rd	
LE-S-074	US 441	Lake Square Mall Ent		Lake Square Mall
LE-S-073	US 441	Lakes Av		
LE-S-145	US 441	Lee St		
LE-S-144	US 441	Perkins St		
LE-S-076	US 441	RADIO RD		
LE-S-148	US 441	SR 44 (Dixie AV)	Newell Hill Rd	
LE-S-364	US 441	US 27 Connector		
LE-B-169	13TH ST	HIGH ST		Beacon
LE-B-166	High St	MOSS ST		Beacon
LE-B-168	LEE ST	HERNDON ST		Beacon
LE-B-167	MOSS ST	VINE ST		Beacon
LE-B-161	SR 44	Lake Port Bv		Beacon
LE-F-163	US 441	NB Ped Flasher		Flasher (PED)
LE-F-164	US 441	SB	SB Ped Flasher	Flasher (PED)
LE-F-173	AIRPORT BV	Stop Flasher #1		Flasher (Stop)
LE-F-174	AIRPORT BV	Stop Flasher #2		Flasher (Stop)
LE-F-175	AIRPORT BV	Stop Flasher #3		Flasher (Stop)
LE-F-176	AIRPORT BV	Stop Flasher #4		Flasher (Stop)

**Exhibit A City of Leesburg**

<b>Cartegraph ID</b>	<b>Major Road</b>	<b>Side Street A</b>	<b>Side Street B</b>	<b>Landmark</b>
LE-SF-181	13TH ST	First Academy Church School	NB	School Flasher
LE-SF-182	13TH ST	First Academy Church School	SB	School Flasher
LE-SF-199	CR 44A (Griffin Rd)	Carver Middle	EB	School Flasher
LE-SF-179	Lee St	Lake Montessori School	NB	School Flasher
LE-SF-180	Lee St	Lake Montessori School	SB	School Flasher
LE-SF-191	MAIN ST	Skeen Elem	EB	School Flasher
LE-SF-192	MAIN ST	Skeen Elem	WB	School Flasher
LE-SF-194	MOSS ST	Skeen Elem	SB	School Flasher
LE-SF-197	SR 44 (SOUTH ST)	OAK PARK MIDDLE	EB	School Flasher
LE-SF-198	SR 44 (SOUTH ST)	OAK PARK MIDDLE	WB	School Flasher
LE-SF-183	SUNSHINE AV	ST Pauls Church School	NB	School Flasher
LE-SF-184	SUNSHINE AV	ST Pauls Church School	SB	School Flasher
LE-SF-187	BEECHER ST	Carver Middle	NB	School Flasher
LE-SF-188	BEECHER ST	Carver Middle	SB	School Flasher
LE-SF-200	CR 44A (Griffin Rd)	Carver Middle	WB	School Flasher
LE-SF-177	Griffin Rd	Beverly Shores Elem	EB	School Flasher
LE-SF-178	Griffin Rd	Beverly Shores Elem	WB	School Flasher
LE-SF-195	VINE ST	Skeen Elem	EB	School Flasher
LE-SF-196	VINE ST	Skeen Elem	WB	School Flasher

**Exhibit B City of Leesburg**

<b>Cartograph ID</b>	<b>Major Road</b>	<b>Side Street A</b>	<b>Side Street B</b>	<b>Landmark</b>
LE-S-069	US 441	CR 44	Sleepy Hollow Rd	
LE-S-136	US 27	Citizens Bv		
LE-S-131	US 27	CR 466A/Picciola Rd		
LE-S-130	US 27	Dr MLK Jr/CR 460		
LE-S-133	US 27	Griffin Rd		
LE-S-132	US 27	North Lake Plaza		
LE-S-134	US 27	Palm Plaza		
LE-S-143	US 441	Citizens Bv		
LE-S-068	US 441	College Av		
LE-S-070	US 441	CR 473	Bluegill Rd	
LE-S-074	US 441	Lake Square Mall Ent		Lake Square Mall
LE-S-073	US 441	Lakes Av		
LE-S-144	US 441	Perkins St		
LE-S-076	US 441	RADIO RD		
LE-S-148	US 441	SR 44 (Dixie AV)	Newell Hill Rd	
LE-S-364	US 441	US 27 Connector		