

**COUNTY OF VOLUSIA STANDARD INTERLOCAL
AGREEMENT FOR PROVISION OF MUNICIPAL
SERVICES TO THE CITY OF DEBARY, FLORIDA**

THIS AGREEMENT is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as **COUNTY**, and the City of DeBary, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 16 Colomba Road, DeBary, Florida 32713, hereinafter referred to as **CITY**.

RECITALS

1. The COUNTY is authorized by Section 125.01(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions.
2. Public agencies (including COUNTY and CITY) are authorized by Section 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of [such] public agencies, but shall *not be deemed to authorize the delegation of the constitutional or statutory duties* of ... county or city officers. The parties *expressly deny* any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY.
3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities 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. Section 163.01(2), Florida Statutes.
4. Pursuant to Section 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.
5. The City Council of CITY, after evaluation of options for the provision to its residents of the municipal services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with COUNTY for provision of such services, which services will be performed by COUNTY personnel.

6. COUNTY certifies that it has qualified personnel or subcontractors to perform the services enumerated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

PART I. GENERAL PROVISIONS

7. The foregoing representations are hereby adopted as a material part of this Agreement.

8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* services and equipment to the CITY (hereinafter, the Contract Services), at an agreed upon level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefore.

9. **COUNTY DEPARTMENTS.** COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization lines of the COUNTY'S DEPARTMENTS (hereinafter, Departments). The Director of the applicable Department (or his or her designee) shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation and implementation of this Agreement.

10. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are *municipal* level of services as described in the attached Addendum. Such Contract Services shall be provided by COUNTY resources distinct from the level of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, "County Services"), which services COUNTY would provide irrespective of this Agreement, and which services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein.

11. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision of limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of CITY, any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY.

12. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the general managerial and policy decisions of the CITY. The CITY may identify specific tasks within the Services described in Article 21 of this Agreement to be performed by COUNTY, and the portion of the relevant budget to be allocated thereto, including, but not limited to the location, and nature of specific projects. Except as set

forth below, the COUNTY shall have the responsibility for the operational management of the provision of the actual service. It is the intent of the CITY that the CITY'S general management decisions referenced above are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services except as set forth below in this Article 12 or specifically set forth in the Addendum referenced in Article 21. Should the CITY direct or exercise operational control in fact and there be liability to third parties and/or to the County that flows therefrom, then the CITY shall have responsibility for all liability arising therefrom subject to the provisions in recital number 4 and Article 13 of this Agreement. For all other services provided by the County where specific professional standards are applicable to the performance of service tasks, the COUNTY'S designated officer in charge (OIC), or his or her designee, shall have the authority for decision making within that realm. The relevant COUNTY Department Director, or the OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein.

13. **SOVEREIGN IMMUNITY.** Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and any liability of either party for damages shall not exceed the statutory limits of liability for tort, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

14. **PERSONNEL MATTERS.** COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an as needed basis. This Agreement shall not require any particular COUNTY employee to be dedicated full time to the Contract Services. All COUNTY personnel assigned to perform Contract Services shall remain subject to the COUNTY Merit System of Rules and Regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the appointment authority for such employee, for all purposes designated under the COUNTY Merit System of Rules and Regulations. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

15. **TERM.** This Agreement shall commence on **October 1, 2015** and shall terminate at midnight on **September 30, 2018** unless terminated pursuant to the provisions of Article 16.

16. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Article 17, given no less than **90** days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefore is signed by an employee, official, or representative of the other party.

17. **NOTICE.** Notice as required to be given in this Agreement shall be provided to the following persons:

a. **COUNTY:** County Manager, James T. Dinneen, Thomas C. Kelly Administration Center, 123 W. Indiana Avenue, DeLand, Florida 32720.

b. **CITY:** City Manager, Dan Parrott, 16 Colomba Road, DeBary, Florida 32713.

18. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

19. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the "Florida Governmental Cooperation Act."

20. **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

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PART II. SPECIFIC SERVICES

21. **LEVEL OF SERVICE.** COUNTY agrees to provide the personnel and equipment at the level of service specified in the *The Delivery of Municipal Services to the City of DeBary FY 2015-16, 2016-17 and 2017-18* which is hereby attached as the fifteen page Addendum to this Agreement and is incorporated in this Agreement by this reference. Should the CITY desire the COUNTY provide services either different in kind, or at a service level different than that contemplated herein, the City Manager shall make written request therefore to the County Manager or designee and, such notice shall be sent in accordance with Article 17. Any mutually agreed-upon modification to the kind of service and/or level of service to be provided by the County shall be reduced to writing and approved by the appropriate officials of both parties. Any reduction in level of service desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise. Upon the written agreement of the County to provide a change to services which increase the level of service, the new level of service shall commence within sixty days following the date of execution of the written agreement by the County or the beginning of a new contract year whichever shall first occur. The foregoing shall not be construed as requiring the County to agree to make a change to the kind of service and/or increase to the level of service to be provided by the County. Upon a change in kind of service and/or increase in the level of service to be provided by the County compensation to the County shall be immediately adjusted to conform to the new service provided.

22. **COMPENSATION.** CITY shall pay the COUNTY in accordance with the compensation set forth in the Addendum. CITY shall pay the sum invoiced within thirty (30) days of receipt of the bill from COUNTY.

23. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

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IN WITNESS WHEREOF, the parties to this County of Volusia Standard Interlocal Agreement for Provision of Municipal Services to the City of DeBary have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

COUNTY OF VOLUSIA

By: _____
Name: James T. Dinneen
Title: County Manager
Dated: _____

By: _____
Name: Jason P. Davis
Title: County Chair
Dated: _____

ATTEST:

CITY OF DEBARY

By: _____
Name: _____
Title: City Clerk
Dated: _____

By: _____
Name: Clint Johnson
Title: Mayor
Dated: _____

By: _____
Name: Dan Parrott
Title: City Manager
Dated: _____

ADDENDUM

COUNTY OF VOLUSIA, FLORIDA

**The Delivery of Municipal Services
to the
City of DeBary**

**DEPARTMENT OF PUBLIC WORKS SERVICES
CITY OF DEBARY**

Services	Annual Cost
Mosquito Control	As Needed
Road and Bridge	As Needed
Water Utilities – Storm Water Pump Station Monitoring	\$ 5,639.25
Water Utilities – Bill Keller Park Plant Maintenance	As Billed
Traffic Engineering	As Needed

Public Works Services Overview

The City of DeBary (CITY) contracts with the County of Volusia (COUNTY) to provide services from the Department of Public Works Divisions of Mosquito Control, Road & Bridge (including Signs and Markings and Weed Control), Water Resources and Utilities and Traffic Engineering.

Compensation

Compensation will account for actual services provided and will be charged in accordance with the following unless otherwise specified in the below description of services:

- a. **Labor (First 40 hrs of work week):** Work hours x current hourly wage rate x current overhead rate at the time of service. Labor will be charged to the nearest one-quarter hour.
- b. **Overtime Labor (Hours over 40 for work week):** Work hours x current hourly wage rate at time of service x 1.5 x current overtime overhead rate at the time of service. Overtime labor will be charged to the nearest one-quarter hour.
- c. **Parts, Materials and Chemicals:** All parts, materials and chemicals that are used will be billed at actual cost.
- d. **Equipment:** All equipment will be billed at the Public Works equipment rate at the time of service.

After hours work shall be work that was performed during those hours other than regular time and shall include holidays. Holidays are defined as those days officially designated as holidays by the Volusia County Council. After hours work shall be compensated based on both work time and travel time. There is a minimum two (2) hour after-hours call-out charge.

Billing

The COUNTY shall send the CITY a monthly invoice with documentation with the exception of Water Resources and Utilities Division that will invoice quarterly. The City shall pay all charges made in accordance with this Agreement within 30 days of receipt of the invoice.

Mosquito Control Division

The COUNTY will perform mosquito surveillance, larviciding, and adulticiding for the CITY on an "as needed" basis within the CITY boundaries. An "as needed" basis shall be defined and interpreted to mean that the need for surveillance, larviciding and adulticiding shall be determined by COUNTY Mosquito Control personnel upon the request of the CITY. Mosquito Control services will be coordinated through a designated CITY liaison. Service shall be initiated upon the written request of the CITY, whether provided to the COUNTY physically or electronically. Prior to providing service pursuant to this paragraph, the COUNTY shall provide to the CITY's liaison a good-faith, written estimate of the services to be performed, and, if the CITY agrees to such estimate, the COUNTY shall perform the requested mosquito control services. It is understood by both parties that the final amount invoiced by and due to the COUNTY pursuant to this paragraph will be based on actual costs for the services provided and that full reimbursement for such costs is required pursuant to §§ 388.381 and 388.391, Florida Statutes (2015), and that the COUNTY may employ subcontractors for aerial services when required due to regulatory limitations pertaining to the COUNTY's aerial fleet. Mosquito control activities are hereby authorized pursuant to § 388.381, Florida Statutes, as evidenced by the letter agreement issued by the Florida Department of Agriculture and Consumer Services attached hereto and incorporated herein as **Exhibit B**.

Road and Bridge Division

The COUNTY will perform Traffic Signs and Markings work on an "as available" basis for CITY maintained infrastructure. The COUNTY will provide the CITY with a written cost estimate for all requested work. The CITY manager or designee must then provide the COUNTY written authorization prior to commencement of the work, with the COUNTY's cost estimate as an attachment referenced in the authorization.

Other Road and Bridge services not identified in this agreement, such as Chemical Weed and Vegetation Control and M.O.T Plans, can be requested by the CITY in writing.

All Road and Bridge services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY.

Water Resources and Utilities

A. Storm Water Pump Station Telemetry Monitoring

The CITY has installed three (3) storm water pump stations as identified in Exhibit "A" attached, in order to convey storm water runoff from flood prone areas and other areas within the CITY to the City's Regional Storm Water Storage Facility. The CITY has installed remote telemetry equipment on its storm water pump stations that is compatible with the COUNTY'S telemetry system, in order to monitor operational features such as, but not limited to, pump run times, power failure, generator failure, float sequence alarms, high water level alarm, pump overheating, pump failure, etc.

The COUNTY shall monitor its telemetry system for alarms transmitted by the CITY'S storm water pump station remote telemetry equipment. Upon receipt of an alarm, the COUNTY shall immediately notify the CITY'S point of contact by phone. If the County is unable to speak to the CITY'S point of contact, the COUNTY shall leave a voice mail message providing notice of the alarm. If COUNTY is unable to speak to the CITY'S point of contact or leave a voice mail message, the COUNTY shall notify City Hall of the alarm the next business day. The CITY shall provide to the COUNTY and keep up to date its point of contact for notice of telemetry alarm signals.

The billing will account for services provided and will be charged in accordance with the following:

- One (1) station monitoring at \$5.15 per day
- Three (3) stations at \$15.45 per day x 365 days = \$5,639.25

1. Addition of Storm Water Pump Stations by Letter Amendment

Additional storm water pump stations with remote telemetry equipment may be added to this agreement by letter amendment. A request to add a storm water pump station(s) by letter amendment shall be made in writing by the City Manager, and directed to the County Manager. Upon acceptance of the letter amendment, the COUNTY shall invoice the CITY for the additional pump station(s) per the cost identified above.

B. Operation of the Bill Keller Park Water Treatment Plant

The CITY provides potable water service to the Bill Keller Park via a package water treatment plant that is classified as a Transient Non-Community Water System by the Florida Department of Environmental Protection (FDEP). The COUNTY will provide routine operation of the water system in accordance with FDEP operational requirements for a Transient Non-Community Water System, which shall include:

1. **Operation** - Staffing by a Class C or higher treatment plant operator on two (2) non-consecutive visits per week for a minimum of 0.2 hours per week, with no more than 5 days between visits. Tasks shall include verification of proper operation of treatment equipment and automated water flushing devices, record flow meter readings, measure pH and chlorine levels, and perform preventive maintenance of equipment. Total labor with travel is estimated at two (2) hours per week.
2. **Sampling** -Regulatory sampling/testing shall include three (3) total coliform bacteria tests quarterly, one (1) nitrate test annually, and any additional testing as may be required by the city or state regulations. Total labor with travel is estimated at one (1) hour per sampling event.
3. **Reporting** - Completion of the Monthly Operating Report (MOR) and submittal to the Department of Health (DOH). Total labor is estimated at one (1) hour per month.
4. **Repair Report** - Needed repairs that are identified as a result of weekly operation will be reported to the CITY within one week from date of discovery.
5. **Repair Turnaround Time** - Turnaround time for repairs requested by the CITY is subject to part availability and nature of repairs. No guarantees are implied.

Traffic Engineering Division

A. Maintenance and Operation of Traffic Control Devices

The CITY is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit "B". The COUNTY shall provide the preventative maintenance as set forth in subsection A.1 below and, at the request of the CITY, shall maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the CITY'S traffic control devices with the COUNTY will promote an integrated and balanced traffic network in Volusia County to the benefit of all residents.

The COUNTY shall also maintain and operate auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals and other devices associated with those identified in Exhibit "B" as requested by the CITY.

The CITY and COUNTY may modify Exhibit "B" throughout the life of this Agreement to account for new or removed Traffic Control Devices by written notification from the CITY'S Public Works Director to the Volusia County Traffic Engineering Director.

Service requests for the maintenance and operation of traffic control devices covered by this agreement shall be satisfied by the COUNTY when personnel and equipment are available.

1. Preventative (Routine) Maintenance

Preventive (routine) maintenance is a program to inspect and perform a set of standard actions to reduce the chance of a traffic control device failure. This maintenance also includes the repair and/or replacement of components as necessary to ensure continued proper operation of the devices.

a. Traffic Signal Preventive Maintenance

The COUNTY shall perform a minimum of two (2) preventive maintenances per year on each Traffic Signal, Traffic Signal with Pedestrian Features, and Emergency Traffic Signal as identified in Exhibit "B". The preventive maintenance will be done to current COUNTY standards, which are consistent with Florida DOT standards.

b. Traffic Signal Rebuild

Traffic Signal overheads should be rebuilt every 5 – 10 years due to the impact of the environment on the electronic components. The COUNTY will recommend a traffic signal rebuild when multiple failures requiring immediate repair occur in the same year. The COUNTY will submit a recommendation and a cost estimate to the CITY for the rebuild and the work will not be completed without the written approval of the CITY.

c. **School Flasher Inspection and Timing**

- i. The COUNTY shall perform a minimum of one (1) school flasher inspection per year, including the verification or new programming of each school flasher timing.
- ii. The COUNTY shall perform an initial (one-time) assessment and inventory of all school flashers, if none is available. This is a separate task from the annual inspection.

2. Response (Emergency) Maintenance

Response (emergency) maintenance is the immediate repair of a failed traffic control device to restore the device to normal operation. Response maintenance repairs can be either a Final Repair or a Temporary Repair as defined below:

Final Repair – The traffic control device is returned to normal operation.

Temporary Repair – The traffic control device is set into a mode of safe operation (such as on flash) until a final repair can be made. If the device is not able to be placed into a mode of safe operation, alternative traffic control methods (i.e. stop signs) will be implemented by the City.

During business hours (7:00AM - 3:30 PM, Monday through Friday), the CITY shall contact Volusia County Traffic Engineering (386-736-5968) to request response maintenance repairs. At all other times, the CITY shall contact the County Central Dispatch Center (Sheriff Operations Center) (386-736-5999).

The CITY shall identify three (3) City employees and provide contact information for each to the COUNTY for the purpose of providing emergency follow up information. Any call for response maintenance repairs from either the CITY or from the County Central Dispatch Center (Sheriff's Office Dispatch) will be responded to by the COUNTY and the services performed will be paid for by the CITY.

The COUNTY shall establish the priority of each response maintenance call based on the number of calls, the resources available and the nature of each call.

If response maintenance repairs are significant in nature (signal pole knock-down, traffic control device rebuild) the COUNTY will begin work on a Temporary Repair while contacting the CITY for authorization to complete the Final Repair. The Temporary Repair will be kept in place and maintained by the CITY until the COUNTY receives written authorization from the CITY for the Final Repair. Upon request, the COUNTY will

provide the CITY with a cost estimate for the Final Repair. It is the CITY'S responsibility to collect insurance or other compensation from the parties that damaged the city equipment.

If COUNTY personnel cannot complete a response maintenance repair, COUNTY personnel will complete a Temporary Repair. The COUNTY will contact the CITY for written authorization to issue a Notice to Proceed to one of the COUNTY'S contractors to complete the repair. Upon request, the COUNTY will provide the CITY a cost estimate from the Contractor.

**3. Operational Maintenance –
Traffic Signal Timing and Equipment Upgrades**

Traffic signal retiming may be required every few years due to changes in traffic flow. Controllers will be inventoried and brought up to COUNTY standards.

Requests received by the COUNTY from the Public or the CITY regarding traffic signal malfunctioning, signals not operating correctly or signals needing retiming shall be handled as Response Maintenance to ensure all equipment and controller timings are functioning correctly.

a. Signal Timing Modification

The CITY can request that the COUNTY complete a study to retime an intersection. Upon request, the COUNTY will provide the CITY with a cost estimate. If CITY approves the retiming effort, then the COUNTY will conduct the study and implement any necessary retiming.

b. Equipment Upgrades

The COUNTY will upgrade controllers to the current COUNTY standard. All CITY equipment replaced by the COUNTY will be disposed of by the COUNTY.

4. Design Modifications

Design modifications are changes to the approved design and operation of an existing traffic control device/signal. Design modifications can include changes in signal locations, configuration or displays among other design aspects.

The COUNTY will not begin work on any design modifications without an engineering study signed and sealed by a Professional Engineer licensed in the State of Florida. The COUNTY can provide the CITY with a cost estimate to complete the modification upon request.

The COUNTY can provide the CITY left-turn warrants and left-turn display (protected versus protected-permitted) studies upon request. If the study recommends a change, which is approved by the CITY, the COUNTY can then implement the modification. Cost estimates for the COUNTY to complete the above work can be provided to the CITY as requested.

5. Maintenance of Traffic

During preventive maintenance, the COUNTY or its contractor shall be responsible for maintaining safe traffic flow. During response (emergency) maintenance when law enforcement personnel are necessary to maintain safe traffic flow or worker safety, the COUNTY or its contractor shall notify local police to arrange for law enforcement.

In case of an Act of God emergency situation (e.g., hurricane, summer thunder or winter storm, tornado) that causes the loss of power to multiple traffic signals or major damage to traffic signals, the CITY shall arrange for any necessary law enforcement or placement of temporary traffic control devices (e.g., stop signs) at all appropriate traffic signal locations. Where the CITY has made previous modifications for emergency service generator hook-ups, the COUNTY will coordinate with the CITY on the need to place said generators. It will be the CITY'S responsibility to ensure the emergency service generator(s) are fueled and operational.

6. Equipment and Stock

The COUNTY will provide all equipment, parts and materials for work done for the CITY. The COUNTY shall maintain standard signal equipment in stock. The COUNTY will not stock auxiliary items such as emergency preemption devices, audible pedestrian signals and transit priority devices, but will order on an as-needed basis.

7. Electrical and Communication Costs

The CITY shall retain the responsibility to pay all related traffic control device power and communication costs. The CITY shall be responsible for the installation of any necessary telephone drops in any master cabinet and shall pay the monthly charges for such telephone drops.

8. Red Light Running Cameras

Red Light Running cameras are typically maintained and operated through a separate agreement between the CITY and a Vendor. The COUNTY will not provide any services related to Red Light Running cameras. If the CITY desires to install Red Light Running cameras on Traffic Control Devices maintained by the COUNTY along state or county roads, the CITY agrees to (1) install and pay for any separate power service hook-ups, (2)

reimburse the COUNTY for any power or lighting damage repairs if any device is installed within the controller cabinet to monitor the red indication output, and (3) the CITY will hold harmless the COUNTY for any power or lighting damage emanating from the COUNTY Traffic Control Device infrastructure and power service.

B. Other Services

Other traffic engineering services not identified in this agreement can be requested by the CITY in writing. The services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. These services include:

1. Administrative Services

Administrative Services involving new or replacement signal design or COUNTY staff appearance or attendance before CITY meetings per CITY Staff request.

2. Traffic Counts and Studies

Traffic Counts and Studies involving annual daily traffic counts on city roads and unique traffic studies responding to and resolving traffic related complaints from the public or elected officials. Such studies could include, but not limited to: Spot Speed, Multi-Way Stop, Signal Warrant, Vehicle Classification and Turning Movement Count.

3. Other Services

Other services include, but are not limited to, additional on-call personnel, traffic control for special events (parades, festivals), house moving, etc.

4. Florida DOT Requirements for State Roads

If the CITY has entered into the Florida DOT Signal Maintenance Agreement (750-010-22 4/15), the CITY shall notify the COUNTY, and the COUNTY shall also maintain the following devices identified in Exhibit "A": emergency fire signal, pedestrian flashing beacon, speed activated warning displays, traffic warning beacons, travel time detector, UPSW/battery backup and traffic signal interconnected and maintained (TSIM) locations.

a. Preventative (Routine) Maintenance

This maintenance includes locates and preventative maintenance of all electronic signal equipment with the exception that the COUNTY will not structurally maintain any mast arms. Furthermore, for new mast arms, or mast arm structures subject to a separate agreement with the Florida DOT regarding painted mast arm structures, the COUNTY is unable to perform Periodic Maintenance and recommends that the CITY procure the services of a Traffic Signal Contractor to perform periodic maintenance.

b. Response (Emergency) Maintenance

If restoration of services is delayed and stop signs or other methods to maintain traffic (e.g., law enforcement personnel) are required, the COUNTY shall notify the CITY to provide the appropriate response. In addition, the COUNTY shall coordinate with the CITY on how to respond to critical detection device malfunctions. The COUNTY shall notify the CITY if 8% of all critical detection devices are malfunctioning at any one time.

c. Performance Measures and Reporting

The County shall submit to the Florida DOT an Annual Report prior to June 30 of each year detailing critical detection device malfunctions, traffic signal preventative maintenance inspections, annual conflict monitoring testing, and personnel (and location) overseeing interconnected signals. The COUNTY will identify the number of critical detection devices for each location on Exhibit "A."

d. Retainage

The CITY shall indemnify and hold harmless the COUNTY for any retainage held back by the Florida DOT due to the CITY's failure to comply with the requirements of the Florida DOT Agreement based upon the CITY's failure to act once notified by the Florida DOT or the COUNTY.

e. Florida DOT Agreement Cancellation

If the CITY notifies the Florida DOT of the CITY's intent to cancel the Florida DOT Agreement, the CITY shall also notify the COUNTY. If COUNTY notifies the Florida DOT of COUNTY's intent to cancel the Florida DOT Agreement, the COUNTY shall also notify the CITY.

Natural and Manmade Disaster Emergency Response Services Department of Public Works

The COUNTY can provide Emergency Response Services for state and federally declared disasters as requested by the CITY for the above listed services. In addition, the COUNTY can provide First Push Emergency Response Services for the CITY. The emergency response services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. Emergency services provided by the COUNTY will be billed to the CITY in accordance with this Agreement.

EXHIBIT A CITY OF DEBARY STORM WATER PUMP STATIONS



"Quail Lake" Pump Station
(SW-74)
Quail Hill Drive

"Lower Lake" Pump Station
(SW-75)
DeBary Plantation Blvd.

"Lake Susan" Pump Station
(SW-76)
N. Charles Beal Blvd.

**EXHIBIT B
DEBARY - TRAFFIC CONTROL DEVICES**

WITHIN COASTAL ZONE

YES

NO

FDOT ADDENDUM APPLICABLE

YES

NO

Asset #	Location	TS	IMTS	ICB	PFB	FDS	SAWD BOS	TWB	UPS	OPT	Mast Arm	Painted
069R	W HIGHBANKS RD @ GRACIE RD						RSS					
070R	W HIGHBANKS RD @ SACKETT RD						RSS					
112	US 17-92 @ HIGHBANKS RD		✓								✓	✓
326	US 17-92 @ DOGWOOD TRL/PINE MEADOW DR		✓								✓	✓
343	US 17-92 @ COLOMBA RD					✓					✓	✓
368	US 17-92 @ DEBARY PLANTATION BL		✓								✓	✓
561E	CR 4158 (HIGHBANKS RD W) @ DONALD E SMITH BLVD				SZ							
561W	CR 4158 (HIGHBANKS RD W) @ DONALD E SMITH BLVD				SZ							

TS - Traffic Signal

IMTS - Traffic Signal Interconnected & Monitored

ICB - Intersection Control Beacon

PFB - Pedestrian Flashing Beacon SZ - School Zones

RRFB - Rectangular Rapid Flashing Beacon

FDS - Emergency Fire Dept Signal

RSS - Radar Speed Sign

SAWD/BOS - Speed Activated Warning Display or Blank Out Sign

TWB - Traffic Warning Beacon

UPS - Uninterruptible Power Supply/Battery Backup

OPT - Opticom (F) - Fire (B) - Bus Priority