

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Memorandum of Understanding Between the State of Florida Department of Transportation, and Seminole County, Regarding Mast Arm Signals on SR-415

DEPARTMENT: Public Works **DIVISION:** Traffic Engineering

AUTHORIZED BY:  **CONTACT:** Melonie C. Barrington EXT. 5676
W. Gary Johnson, P.E., Director County Traffic Engineer

Agenda Date 06/27/06 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Authorize the Chairman to execute the Memorandum of Understanding Between the State of Florida Department of Transportation and Seminole County, a Political Subdivision of the State of Florida, regarding mast arm signals on SR-415.

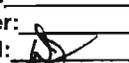
District 5 - Commissioner Carey (Melonie C. Barrington, P.E.)

BACKGROUND:

The Florida Department of Transportation (FDOT) is currently in the design phase of the SR-415 construction project located within Seminole County. The project will reconstruct SR- 415 and add additional lanes from SR-46 to Volusia County, including two signalized intersections within Seminole County. The standard design for all new signalized intersections within Seminole County is mast arm. To apply the County's mast arm standard to the SR-415 project, the FDOT requires that Seminole County be responsible for the difference in cost over the typical FDOT concrete/steel strain pole design.

The cost difference per intersection is currently estimated by FDOT at \$100,000. For the two (2) intersections of SR-415 with Sterling Meadows and Celery Avenue, the cost difference will be payable prior to FDOT bidding the SR-415 widening project. Based upon FDOT's present schedule, construction bidding is planned for FY 2009/10. The cost difference therefore also needs to be planned by Seminole County for FY 2009/10. Including allowance for FDOT's estimated escalation of approximately twenty percent, a total estimated future cost of \$240,000 would be programmed in the County's Five Year Capital Improvements Program Update under the 2001 Sales Tax.

Attachment: Memorandum of Understanding

Reviewed by: 
Co Atty: _____
DFS: _____
Other: _____
DCM: 
CM: 
File No. CPWTE01

MEMORANDUM OF UNDERSTANDING

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

And

SEMINOLE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

WHEREAS, it is the policy of the State of Florida, Department of Transportation and of Seminole County, a political subdivision of the State of Florida to cooperate with each other in order to maximize the use and allocation of the monetary resources each are entrusted with, and

WHEREAS, the Department of Transportation currently has an ongoing project for reconstruction and additional lanes for SR 415 from SR 46 to the Volusia County Line, which are located within the boundaries of Seminole County, and

WHEREAS, the Department of Transportation is completing the Design phase for SR 415 that includes the intersection of the entrance to Sterling Meadows and the intersection of Celery Avenue that run within the boundaries of Seminole County, and

WHEREAS, the County desires to have all of the referenced intersections upgraded from standard FDOT Concrete/Steel Strain Pole Signalization to Mast Arm Signalization.

NOW THEREFORE, in consideration of the foregoing and on the basis of establishing the expectations of and the obligations of each party hereto, the parties agree as follows:

1. The Memorandum of Understanding establishes the expectations and general obligations of each party and it further anticipates that separate agreements may need to be entered into to put into effect the desires of the parties.
2. The parties understand and agree that prior to any funds being expended or encumbered that would allow the Department of Transportation (hereinafter "Department") to undertake the project with contribution by Seminole County (hereinafter "the County") that a Locally Funded Agreement will need to be entered into by and between the parties hereto so as to allow and provide the terms and conditions of the County contributing to the Department and to establish the obligation of the County to pay the costs incurred by the Department for the Mast Arm Upgrades for all of the referenced intersections should the County fail to perform or to undertake their obligations.
3. In regard to the Design phase of this segment of SR 415 from SR 46 to the Volusia County Line, pending approval of Traffic Operations of the referenced intersections, it is the intent of the Department to undertake and to complete the project that will include the Mast Arm Signalization upgrades. Notwithstanding this stated intent, the parties recognize and agree that the Department has limited funding in its work

program (design funds only) to undertake any of the work identified herein. Unless and until said project is fully funded, the Department does not have any ability to undertake any of the tasks outlined herein.

4. If and in the event the work program is funded to allow said work to be undertaken, it is the intent of the Department to approach the construction phase of the project so as to include the Mast Arm Signalization upgrades that will ultimately benefit the County. The County agrees to be responsible to the Department for the difference in cost between the standard FDOT Concrete/Steel Strain Pole Signalization, and the Mast Arm Signalization. The County shall, pay said difference in cost to the Department, pursuant to the terms of a Locally Funded Agreement the difference in the costs of Mast Arm signalization. The Department shall be responsible for the costs of the design of the project.

5. In the event the County, after the Department has undertaken the design to reconstruct and add additional lanes with the Mast Arm Signalization upgrades included, backs out and decides not to fund the Mast Arm Signalization upgrades, the County will be responsible for the cost of the Department to redesign the project without Mast Arm Signalization upgrades.

6. The Department's obligations hereunder are contingent on the appropriation of funds to accomplish the work described herein. In the event funds are not allocated to the Department to accomplish the tasks set forth herein, the Department shall be deemed to have no legal responsibility to perform under the terms of this agreement.

7. Construction funding from the County shall be due at least 90 days prior to the advertisement of the Department's bid request, pursuant to the terms of a Locally Funded Agreement.

ATTEST:

STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION

, Secretary

By: _____
NORANNE B. DOWNS, Director of
Transportation Development

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____
2006 regular meeting.

County Attorney

05/10/06

/GT

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