

**INTERLOCAL AGREEMENT BETWEEN
INDIAN RIVER COUNTY AND THE CITY OF VERO BEACH
REGARDING THE MAINTAINENCE OF TRAFFIC SIGNAL
INFRASTRUCTURE WITHIN ITS RIGHTS OF WAY**

This **TRAFFIC SIGNAL MAINTENANCE INTERLOCAL AGREEMENT** ("Agreement") is entered into as of this 14th day of October, 2025, by and between **INDIAN RIVER COUNTY**, a political subdivision of the State of Florida ("County"), and the **CITY OF VERO BEACH**, a municipal corporation organized and existing under the laws of the State of Florida ("City"). County and City may also be referred to herein individually as a "party" or collectively as the "parties."

RECITALS:

WHEREAS, the County and City are authorized by Chapter 163, Florida Statutes, to enter into agreements with other governmental agencies for the most efficient use of resources; and,

WHEREAS, the City owns and operates certain traffic signal devices located within its jurisdictional boundaries; and,

WHEREAS, the County possesses the technical expertise, personnel, and equipment necessary to maintain traffic signal devices; and,

WHEREAS, the County also has an agreement with the Florida Department of Transportation for the maintenance of traffic signals in Indian River County; and,

WHEREAS, the County and the City entered into a Traffic Signal Maintenance Agreement on March 9, 1992; and,

WHEREAS, the parties desire to enter into a new Agreement to outline responsibilities and costs and whereby the County will provide routine and emergency maintenance services for the City's traffic signals.

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

1. Recitals.

The foregoing Recitals are hereby adopted and incorporated herein.

2. Purpose.

The purpose of this Agreement is to define the responsibilities of the County and the City regarding the maintenance, repair, and operation of traffic signal equipment owned by the City of Vero Beach and located within its municipal boundaries.

3. Scope of Services.

The County shall provide the following services:

- a) All labor, equipment, and materials, including routine inspection, testing, and preventive maintenance of traffic signal devices as may be reasonable and necessary to maintain in good operating condition, or to repair or reconstruct to restore to good operating condition, all those traffic signals and devices identified in **Exhibit "B"** attached hereto.
- b) The County shall maintain all intersection signal hardware, lighting, communication equipment, detection, CCTV systems, cabinet and related hardware, underground utilities (signal wire, and conduit) and system timing plans.
- c) Work performed shall be performed in accordance with the accepted industry practices, standards, and customs.
- d) The County shall be free to determine the design, style, make, model, manufacturer, or other specification of any material or equipment used or provided hereunder subject to the provisions of the existing and any future amendments to the agreement between the Florida Department of Transportation and Indian River County.
- e) Any major intersectional traffic signal design modifications developed by Indian River County as part of this agreement shall be reviewed with the City Engineer and the City shall have the option of substituting equal or better equipment and/or materials. The City shall be responsible for any additional costs incurred.
- f) The County will prepare and submit an annual report to the City Engineer summarizing repairs, modifications, etc. to the system during the given year.
- g) The County shall be responsible for documentation and record-keeping of maintenance activities and coordination with utility providers or contractors as required.
- h) The County shall not be responsible for capital improvements, major signal redesigns, or installations unless separately agreed to in writing.
- i) The County staff will continue to develop and implement new system-timing plans required to maintain a comprehensive and growing traffic responsive system by completing yearly traffic counts, to stay up to date with current traffic volumetric data.

4. Term.

This Agreement shall commence on _____, 2025, and shall be subject to automatic five-year extensions, starting in 2030, coinciding with the fiscal year of the County, unless either party provides to the other with written notice of an intention to terminate at least one hundred-eighty (180) days in advance of the renewal date, or a more permanent agreement is established by both parties.

5. Compensation.

- a) The City shall reimburse the County for services rendered under this Agreement based on a mutually agreed fee schedule, attached as **Exhibit "A."**
- b) Invoices shall be submitted quarterly and paid by the City within thirty (30) days of receipt.
- c) The City shall have the right to question and/or dispute the accuracy of County invoiced costs; provided however, the City cannot unreasonably withhold approval of the invoice. If any portion of any invoice is in a bona fide dispute, the City shall remit payment of the undisputed portion of the invoice within thirty (30) days of receipt of invoice and the County and City shall attempt to amicably resolve those disputed portions of the invoice.

6. Disasters.

The occurrence of any natural or man-made disaster, when declared as such by federal, state, or local government, such as a hurricane, tornado, flood, any act of God, etc., may result in the impossibility of performance of this agreement. The parties agree that this agreement regarding County performance standards and response time set forth elsewhere in this agreement shall be considered temporarily suspended during any such state of disaster.

7. Liability.

To the extent allowable by Florida law, the County will only be responsible for claims, demands, suits, liabilities, damages, and losses arising out of or resulting from the negligent acts of commission or omission by its contractors, subcontractors, employees, agents or representatives. Nothing in the Agreement shall be construed as any waiver of sovereign immunity by either party to this contract. Nothing in this Agreement shall limit any actions for recovery the County may have against contractors or contracted workers for any action.

8. Third Parties.

The City agrees that the County may enter into services or maintenance agreements with third party providers with respect to any or all the services contemplated herein, either on a full-time or stand-by basis provided the terms and conditions of this Agreement, or any agreement executed between the parties shall continue to govern the relationship.

9. Response Time.

It is the County's goal to use its best efforts to respond to any emergency repair request in as close to a "zero response time" as possible, but certainly within a period of two (2) hours following receipt of notice and to respond to non-emergency or routine repair requests within a period of twenty-four (24) hours following notice. For the purposes of measuring the "response time" for this agreement, a "request" will be considered "received" upon a direct request from appropriate City staff or notification of a malfunction by the County's intersection monitoring software.

An emergency status shall be considered to exist where damage to a traffic signal or device or the malfunction or failure thereof results or has resulted in the creation of a serious present or impending traffic hazard; for example, total loss of power; loose, hanging equipment; loss of a red signal color indication, or flashing operation at a "critical intersection" as identified by the County's monitoring software.

A non-emergency or routine repair status shall exist where the damage or malfunction does not create a serious or immediate traffic hazard, for example, non-red LED out flashing operation at non-critical times and intersections. The inability of the County to respond within the stated period where good cause exists shall not be considered a breach of the agreement.

10. City Responsibilities.

The City shall:

- a) Notify the County of any known issues or construction activity affecting signals.

- b) Allow the County reasonable access to signals and related infrastructure.
- c) Provide necessary rights-of-entry and permits for County personnel.
- d) Maintain all vegetation within its right of way and shall promptly respond to the County's request for maintenance if impeding the operation and/or safety of intersections.

11. Notice.

- a) Unless specified by a party in writing otherwise, all notices, demands, or other papers required to be given or made by this Agreement, or which may be given or made, by either party to the other, will be given or made in writing and addressed as follows:

City: Public Works Director
 City of Vero Beach
 1053 20th Place
 Vero Beach, FL 32960
 with a copy to the City Manager and City Attorney; and

County: Public Works Department
 Indian River County
 1801 27th Street
 Vero Beach, Florida 32960-3365
 with a copy to the County Attorney.

The parties will consider notice to be properly given if, (1) personally delivered; (2) sent by certified U.S. Mail, return receipt requested; or (3) sent by an overnight letter delivery company.

- b) The parties will consider the effective date of notice to be the date personally delivered; or, if sent by U.S. Mail, the date of postmark; or, if sent by an overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company from the party giving notice.

12. Indemnification.

The City and County shall protect, defend, reimburse, indemnify and hold each other, their agents, employees and elected officers, free and harmless at all times from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the City or County. The parties' aforesaid indemnity and hold harmless agreement shall apply to the fullest extent permitted by law, nor shall the liability limits set forth in Florida Statutes § 768.28 be waived. The parties to the Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other Party.

13. Termination.

This Agreement may be terminated by either party upon ninety (90) days' written notice to the other party. In the event of termination, the City shall pay for all services performed by the County through the date of termination.

14. Filing.

This Agreement, once fully executed, shall be filed with the Clerk of the Court of Indian River County, Florida, by the County.

15. Miscellaneous.

- a) **Governing Law:** This Agreement shall be governed by the laws of the State of Florida.
- b) **Entire Agreement:** This document contains the entire agreement between the parties.
- c) **Amendments:** No modification shall be effective unless in writing and signed by both parties.

16. Effective Date.

This Agreement will become effective upon its filing with the Clerk of the Court of Indian River County, Florida, as required by §163.01(11), Florida Statutes.

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

APPROVED this ____ day of _____, 2025.

INDIAN RIVER COUNTY, a political
subdivision of the State of Florida

By: _____
Joseph E. Flescher, Chairman

ATTEST:

By: _____
Ryan Butler, County Clerk and Comptroller

APPROVED:

By: _____
John A. Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency:

By: _____
Christopher Hicks, Assistant County Attorney

CITY OF VERO BEACH, a municipal
corporation of the State of Florida

By: _____
John E. Cotugno, Mayor

ATTEST:

By: _____
Sherri Philo, City Clerk

APPROVED:

By: _____
Monte K. Falls, P.E., City Manager

Approved as to form and legal sufficiency:

By: _____
John S. Turner, City Attorney

Exhibit "A"

Service Rate Schedule

The hourly labor rate of all Technicians shall be charged based on their current rate of pay:

Traffic Signal Technician II: \$28.00 to \$42.00 per hour

Traffic Signal Technician I: \$23.00 to \$35.00 per hour

Chief Signal Technician: \$31.00 to \$46.00 per hour

Traffic Technicians: \$19.00 to \$36.00 per hour

Traffic Engineering: \$33.00 to \$85.00 per hour

Parts: Actual cost, plus 10%

Equipment

- Aerial Bucket Service Truck: \$35.00 to \$55.00 per hour
- Generator: \$5.00 per hour

Note: The hourly rates shall be reviewed on a bi-annual basis and adjusted per the mutual concurrence of both parties executing this agreement to be effective on the first day of the next fiscal year.

If any services are sub-contracted per section 7 of this agreement, actual costs will be reimbursed.

Exhibit "B"

Traffic Signals to Be Maintained

INTERSECTION NUMBER	INTERSECTION NAME	DEVICE	CITY %	COUNTY %
101	23ST @ 14AVE	SIGNAL	100%	
102	21ST @ 14AVE	SIGNAL	100%	
41	16ST @ 17AVE	SIGNAL	50%	50%
42	16ST @ 14AVE	SIGNAL	50%	50%
44	17ST @ 10AVE	SIGNAL	50%	50%
113	21ST @ 6AVE	SIGNAL	75%	25%
149	AVIATION @ 27AVE	SIGNAL	100%	
180	AVIATION @ AIRPORT (34AVE)	SIGNAL	100%	
210	AVIATION @ ADMIN	SIGNAL	50%	50%
72	26ST @ 43AVE	SIGNAL	25%	75%
269N	FRESHMAN LC @ 14AVE SB	SCHOOL BEACON	100%	
269S	FRESHMAN LC @ 14AVE NB	SCHOOL BEACON	100%	
110	20PL @ 6AVE	SIGNAL	50%	50%
55E	ROSEWOOD ELEM	SCHOOL BEACON	100%	
55W	ROSEWOOD ELEM	SCHOOL BEACON	100%	