

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Interlocal Agreement between Sumter County and Lake Sumter MPO for Traffic Counts (Revised) (Staff recommends approval)

REQUESTED ACTION: Board approval

Work Session (Report Only) **DATE OF MEETING:** 3/8/2011
 Regular Meeting Special Meeting

CONTRACT: N/A

Vendor/Entity: LSMPO

Effective Date: 3/9/2011

Termination Date: 6/30/2011

Managing Division / Dept:

Public Works Division

BUDGET IMPACT: \$23,615 plus optional services TBD

Annual

FUNDING SOURCE: CTT Fund 103

Capital

EXPENDITURE ACCOUNT: 103-340-541-3436

N/A

HISTORY/FACTS/ISSUES:

On January 25, 2011 the BOCC approved the original interlocal agreement between Sumter County and the Lake Sumter MPO, for traffic counts. That agreement was prepared by the MPO staff and reviewed by the Sumter County staff before submittal to the BOCC on January 25, 2011.

Subsequent to the BOCC action, when the agreement was submitted to the LSMPO Board for approval, their legal staff made some minor modifications to the original scope statement, and then additional minor modifications to the Interlocal Agreement itself.

The revised interlocal agreement with revised scope statement is attached. There are no substantive changes to either but a severability paragraph was added, and more specific deliverable information included. Also, the completion dates for each task have been updated.

Sumter County staff and the MPO's consultant met on February 18, 2011 regarding specific traffic count locations and agreed on what is expected at each site.

Attachment: Interlocal Agreement and Exhibit A.

**INTERLOCAL AGREEMENT
BETWEEN
SUMTER COUNTY
AND
THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION
FOR
TRAFFIC COUNT PROGRAM SERVICES**

THIS AGREEMENT for Traffic Count Program services is entered into between SUMTER COUNTY, FLORIDA, a political subdivision of the State of Florida ("COUNTY"), and the LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION ("MPO").

RECITALS

WHEREAS, the Lake-Sumter Metropolitan Planning Organization (MPO) was created through an interlocal agreement between Lake County, Sumter County, and the 14 municipalities of Lake County, and was approved by Gov. Jeb Bush on December 9, 2003; and

WHEREAS, the Lake~Sumter MPO received affirmation from Governor Crist October 2010 to expand the Metropolitan Planning Area boundary to cover all of Sumter County and to create an additional Sumter County Board of County Commissioners voting position and an At-Large Representative voting position to rotate annually among the five (5) Sumter County municipalities of Bushnell, Center Hill, Coleman, Webster and Wildwood; and

WHEREAS, the MPO is responsible for managing a continuing, cooperative, and comprehensive transportation planning process for Lake and Sumter counties; and

WHEREAS, a Traffic Count Program is the process by which a county or municipality collects traffic counts and other related data for its roadway network; and

WHEREAS, current traffic counts are necessary to maintain an accurate transportation concurrency database; and

WHEREAS, traffic count data are used by local governments, transportation planning professionals, educational institutions, design engineers, contractors, real estate agencies, private companies, and the public for planning, modeling, allocation of funding, and informational purposes; and

WHEREAS, the MPO entered into an interlocal agreement in 2007 with Lake County, Sumter County, all fourteen (14) municipalities in Lake County and the City of Wildwood designating the MPO as the administrator of the transportation concurrency management systems (TCMS) for each of these local governments; and

WHEREAS, the COUNTY collects traffic counts to monitor traffic levels on major arterial and collector roadways; and

WHEREAS, annual traffic counts are necessary to update the TCMS that is maintained and managed by the MPO; and

WHEREAS, MPO is able to conduct traffic counts for COUNTY through one of MPO's consultants for continuing on-call engineering and transportation planning services, at a cost less than the COUNTY presently incurs, and COUNTY is amenable to MPO's conducting 2011 traffic counts for COUNTY in MPO's capacity as administrator of the TCMS for COUNTY; and

WHEREAS, at this time, the COUNTY and the MPO desire to reduce their agreement to a writing as stated herein;

NOW, THEREFORE, in consideration of the foregoing recitals, promises, mutual covenants and conditions contained herein, the COUNTY and MPO hereby covenant and agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct, and incorporated herein.
2. **Purpose.** The purpose of this Agreement is for MPO to manage and implement, via a separate agreement between MPO and one of MPO's on-call engineering consultants, Sumter County's 2011 Traffic Count Program, and for COUNTY to obtain traffic count conduction services from MPO.
3. **Cost of Data Collection.** The anticipated cost of MPO's providing Traffic Count Program services to COUNTY is Twenty Three Thousand, Six Hundred and Fifteen Dollars and 00/100 (\$23,615.00), as described in the Scope of Services attached hereto and incorporated herein as Exhibit "A." The parties understand and agree that optional services are not included in the \$23,615.00 estimated cost. COUNTY agrees that the cost for any optional services requested by the COUNTY shall be priced according to the Scope of Services attached hereto and incorporated herein as Exhibit "A," and that COUNTY shall compensate MPO accordingly for any optional services requested.
4. **MPO Obligations.**
 - A. The MPO shall serve as Project Manager for the COUNTY's Traffic Count Program. As Project Manager, the MPO shall review deliverables and invoices provided by the consultant for conformity to the Scope of Services attached hereto and incorporated herein as Exhibit "A."
 - B. The project will be invoiced one time, in a lump sum amount at the completion of the project. The MPO shall review the lump sum invoice for accuracy, transmit the invoice and deliverables upon completion to COUNTY, and shall receive and process payment from the COUNTY.
 - C. The general MPO point of contact for this Agreement is:

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Ms. Pamela Richmond, AICP
MPO Project Manager
Lake-Sumter MPO
1616 South 14th Street
Leesburg, FL 34748
352-315-0170
prichmond@lakesumtermpo.com

5. COUNTY Obligations.

- A. The COUNTY shall provide the MPO with the following no later than two weeks prior to the designated date to begin data collection:
- Existing count station locations with GPS coordinates (if GPS not available: best description of count location)
 - Complete 2010 count summary tables in digital, editable format (xls or similar)
 - 2010 GIS map layer of count station locations (shape file with associated data references)
 - Background GIS layer desired in the final GIS map product (roadways, hydrology, municipal boundaries, etc.)
 - 2010 database format (or copy of electronic database mdb file)
- B. The COUNTY shall promptly review the deliverables and invoice provided pursuant to the Scope of Services attached hereto and incorporated herein as **Exhibit "A,"** and shall promptly notify MPO, and direct MPO to work with consultant, if further clarification as to Report findings or data are needed by COUNTY.
- C. The COUNTY shall reimburse the MPO pursuant to Section 3 of this Agreement.
- D. The general COUNTY point of contact for this Agreement is:
Mr. Chris Wert, P.E.
Staff Engineer
Sumter County Public Works Division
319 E. Anderson Avenue
Bushnell, FL 33513
chris.wert@sumtercountyfl.gov

6. Effective Date, Term and Termination.

- A. This Agreement shall become effective upon the first day following execution by both parties. The initial term of the Agreement shall be from the effective date to June 30, 2011. The parties shall have the option to extend the term of the Agreement for one (1) additional six (6) month period.

- B. Either party may terminate this Agreement with or without cause upon thirty (30) days advance written notice to the other party; however, upon termination of the Agreement pursuant to this section, the COUNTY shall reimburse the MPO for all services rendered by the MPO and the MPO's consultant prior to the MPO receiving notice of the termination.

Any termination notice under this section shall be sent to:

For the COUNTY:
Sumter County Public Works Director
319 E. Anderson Ave.
Bushnell, FL 33513

For the MPO:
Executive Director
Lake-Sumter MPO
1616 South 14th Street
Leesburg, FL 34748

7. **Modification.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
8. **Scope of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein.
9. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____, 2011, and MPO through its Chairman, authorized to execute the same by action of its Governing Board on the _____ day of _____, 2011.

(Signature Pages to Follow)

COUNTY

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA**

_____, Chairman

This _____ day of _____, 2011

Attest:

_____, Clerk of the
Board of County Commissioners
of Sumter County, Florida

Approved as to Form and Legality:

Name:
Sumter County Attorney

Interlocal Agreement between Lake-Sumter MPO and Sumter County for the 2011 Traffic Count Program

MPO

LAKE-SUMTER METROPOLITAN
PLANNING ORGANIZATION

Jennifer Hill, Chairman

This _____ day of _____, 2011

Attest:

Susan Goldfuss
Executive Assistant

Approved as to Form and Legality:

Sanford A. Minkoff
MPO Attorney

EXHIBIT A

Sumter County Annual Traffic Data Collection Program 2011 Traffic Count Report



PROJECT OVERVIEW

The scope includes the collection and reduction of traffic counts for a total of 234 count stations throughout Sumter County. Additionally, the scope includes the preparation of a traffic count report, summary tables, and supporting documentation.

Purpose

The following scope of work was prepared for the completion of Sumter County's Traffic Count Program.

SCOPE OF SERVICES

Task 1.0 Data Collection

The Consultant Team will complete the following data collection efforts under this scope of work:

- Collect traffic volume counts for a period of 24-hours at approximately 159 traffic count stations throughout urban Sumter County.
- Collect golf cart volume counts for a period of 24-hours at approximately 68 of the 159 count stations above.
- Collect traffic volume counts for a period of 48-hours at approximately 75 traffic count stations throughout rural Sumter County.
- All traffic counts will be conducted during the average week, between Tuesday and Thursday, unless otherwise requested by the County to address special circumstances. No counts will be collected during weeks that include a holiday.
- Obtain GPS location reading of each count location to allow for annual duplication of traffic count collection location.
- Review resulting traffic count data for adequacy, accuracy, and consistency through a rigorous electronic and manual quality control program.

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Sumter County Annual Traffic Data Collection Program 2011 Traffic Count Report



- Recount any deficient or erroneous counts to ensure that adequate and accurate data is obtained from the field.
- Manipulate and reduce field data to calculate the ADT, a.m. and p.m. peak hours and peak hour directional traffic volumes. All count data will be provided in 15-minute increments, with hourly and daily totals calculated.

Task 2.0 Analysis and Documentation

The Consultant Team will conduct the following analysis and documentation efforts under this scope of work:

- Prepare traffic count report, including:
 - Summary traffic count table describing count station, location, date of count, ADT, a.m. peak hour, a.m. peak hour directional volume, p.m. peak hour, p.m. peak hour directional volume, golf cart volume, GPS coordinates, nodes.
 - Detailed count sheets for each count station providing the traffic volume by 15-minute increments, one-hour increments, and daily volume
 - Graphical depiction of count station location and ADT volume.

Optional Services *(not currently included in the base fee estimate)*

- Obtain vehicle classification counts that categorize the observed traffic stream into the FHWA vehicle classifications (total of 13 classifications ranging from motorcycle to combination heavy trucks).

Task 3.0 Deliverables

The Consultant Team will provide the following deliverables to the Lake-Sumter MPO:

1. Two (2) Master Files CD's. These CD's will include:
 - All GIS files.
 - PDF's of Maps.
 - PDF of Count Booklet.
 - PDF of Count Station Summary Table (including daily, a.m. peak, and p.m. peak hour traffic counts).

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Sumter County Annual Traffic Data Collection Program 2011 Traffic Count Report



- Any other traffic count and related data files in an editable format.
- 2. Google Earth® Map of all count locations with traffic information;
- 3. Two (2) Raw Counts Data CD's;
- 4. One (1) Interactive CD/DVD for posting to the County's website;
- 5. Two (2) CD's to use to distribute traffic count information to consultants which would include a PDF copy of the Count Booklet, Summary Table of Counts, and station counts map;

The Consultant Team will provide the following deliverables to Sumter County:

1. Two (2) Master Files CD's. These CD's will include:
 - All GIS files.
 - PDF's of Maps.
 - PDF of Count Booklet.
 - PDF of Count Station Summary Table (including daily, a.m. peak, and p.m. peak hour traffic counts).
 - Any other traffic count and related data files in an editable format.
2. Table summary of counts, including daily, a.m. peak, and p.m. peak hour;
3. Google Earth® Map of all count locations with traffic information;
4. Two (2) Raw Counts Data CD's;
5. Five (5) Hard copies of Count Booklets/Table Summaries of counts with station counts map;
6. One (1) CD Count Booklets/Table summaries of counts with station counts map;
7. One (1) Interactive CD/DVD for posting to the County's website.
8. Two (2) CD's to use to distribute traffic count information to consultants which would include a PDF copy of the Count Booklet, Summary Table of Counts, and station counts map;

Services to be Provided by Consultant

Wilbur Smith Associates (Consultant), with Abra Horne as the Project Manager, has developed this Task Work Order to outline the steps that will be completed to

EXHIBIT A

Sumter County Annual Traffic Data Collection Program
2011 Traffic Count Report



prepare the 2011 Annual Traffic Count Report. Mohammed Abdallah, PE, of Traffic Planning and Design, Inc. (Consultant Team Member) will serve as the Consultant Task Manager. Together, they will serve as the primary points of contact for the scope, schedule, staff coordination, and individual assignments under this Task Work Order. The Consultant Project Manager, Task Manager, and other appropriate support staff will coordinate with the MPO staff on a weekly basis to provide general updates and secure additional data or guidance. All correspondence to the consultant team regarding this work order will be routed from the Lake-Sumter MPO Project Manager to Wilbur Smith Associates and copied to Traffic Planning and Design, Inc.

All work prepared by the Consultant Team including Wilbur Smith Associates and Traffic Planning and Design, Inc. will become the sole property of the MPO and Sumter County. Files and graphics or any related materials developed for this work order have been specified above as electronic or hard copy deliverables. The final report is to be provided in the original electronic format including, but not limited to, Word, Excel, Image formats, etc., as well as in a PDF format for reproduction purposes.

The Consultant Team of Wilbur Smith Associates and Traffic Planning and Design, Inc. are committed to providing quality professional services and products to the MPO. Traffic Planning and Design, Inc. will retain responsibility for the accuracy and acceptability of all work products, including quality reviews. Wilbur Smith Associates will be contacted regarding any deviations from an acceptable quality review process. Quality control reviews will be conducted by senior staff members who are not directly involved in the preparation of project deliverables. These reviews are included within the Consultant Fee for each task.

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Sumter County Annual Traffic Data Collection Program
2011 Traffic Count Report



General Responsibilities of LSMPO Staff

The Lake-Sumter MPO staff will be responsible for coordinating all information requests and discussions with Sumter County and the timely delivery of requested data. MPO staff will be responsible for obtaining the appropriate signatures on the signature page in a timely manner. MPO staff will be responsible for providing the Consultant with meetings with all appropriate persons to seek final approval of methods as well as timely reviews, opportunities to interview staff, requested documentation, including but not limited to, existing traffic data, tables, and maps used by Sumter County for the 2010 and previous annual reports. The MPO staff will also be responsible for assisting the Consultant in scheduling meetings with appropriate staff, as deemed necessary.

Duration of Service

Work will commence as soon as the Consultant is issued a Notice to Proceed and the Required Information from Sumter County is received. It is anticipated that the traffic count data collection will require approximately 6 weeks and the count report will be completed 2-3 weeks after all field data is collected. The project schedule is estimated as follows:

Task Description	Completion Date
Notice to Proceed & Receipt of Data	March 9, 2011
Conduct Traffic Counts & Repeat Counts*	April 22, 2011
Count Analysis, Report and Maps	May 13, 2011

* No traffic counts will be made during Spring Break week

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Sumter County Annual Traffic Data Collection Program
2011 Traffic Count Report



Cost of Services

A cost-estimate detailing the fees required for the tasks described above is provided herein. The proposed fees per count station and type of count are as follows:

Fee by count station type

24-hour Traffic Volume Count \$ 90.00

48-hour Traffic Volume Count \$ 115.00

24-hour Traffic Volume County w/ Golf Carts \$ 100.00

Optional Services

Vehicle Classification Count – \$ 20.00 + Traffic Volume Count Price

72-hour Traffic Volume Count – \$140.00

Estimated fee for basic services

91 Stations of 24-hour TVC: $91 \times \$ 90.00 = \$ 8,190.00$

75 Stations of 48-hour TVC: $75 \times \$115.00 = \$ 8,625.00$

68 Stations of 24-hour TVC w/ Carts: $68 \times \$100.00 = \$ 6,800.00$

Total cost for basic services \$ 23,615.00

The estimated fee is based on previous data collection conducted for the County. The County may adjust the total number of count stations and number of count stations by type. The final fee will be based on the final requested services. Traffic Planning and Design, Inc. will submit one (1) invoice through the Project Manager at Wilbur Smith Associates in the final amount provided under the contract upon the completion of the annual report.

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Sumter County Annual Traffic Data Collection Program
2011 Traffic Count Report



Cost Estimate



Sumter County 2011 Annual Count Program Fee Estimate	Principal-in-Charge	Project Manager	Sr. Engineer/ Sr. GIS Programmer	Traffic Engineer	Traffic/GIS Tech	Administrative Assistant	Fee Estimate
	\$205.11	\$177.94	\$164.24	\$100.60	\$80.13	\$53.56	
Task 1 - Data Collection	-	1	2	4	200	8	\$15
	\$0.00	\$177.94	\$308.48	\$402.40	\$16,026.00	\$428.40	\$17,844.02
Task 2 - Analysis and Documentation	1	3	8	24	12	12	\$9
	\$205.11	\$533.82	\$1,255.92	\$2,419.20	\$961.56	\$815.84	\$5,764.33
Expenses	-	-	-	-	-	-	-
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00
Labor Costs Loaded (Scope of Work)	\$205.11	\$711.76	\$1,632.10	\$2,821.60	\$17,007.53	\$1,314.24	\$43,608.35
Optional Service - Classification Count vs. Volume Only Count (each)	-	-	-	-	0.250	-	
	\$0.00	\$0.00	\$0.00	\$0.00	\$20.08	\$0.00	\$20.08
Optional Service - Golf Cart Count vs. Volume Only Count (each)	-	-	-	-	0.125	-	
	\$0.00	\$0.00	\$0.00	\$0.00	\$10.02	\$0.00	\$10.02

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Sumter County Annual Traffic Data Collection Program
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Sumter County 2011 Annual Count Program																				
PROPOSED PROJECT SCHEDULE																				
Task Description	February				March				April				May				June			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Task 1 - Data Collection																				
Task 2 - Analysis and Documentation																				