



# Pinellas County

## Legislation Details (With Text)

**File #:** 21-066A      **Version:** 1

**Type:** Contract/Agreement      **Status:** Passed

**File created:** 1/8/2021      **In control:** Public Works

**On agenda:** 2/23/2021      **Final action:** 2/23/2021

**Title:** Agreement with the Florida Department of Transportation for State Highway lighting, maintenance, and compensation.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. FE\_Agreement, 2. PE\_AGREEMENT, 3. AATF Agreement, 4. Existing Agreement, 5. FDOT Email regarding liability, 6. CONTRACT.RVW-FDOTLighting-21Jan20, 7. Agreement.pdf

Date	Ver.	Action By	Action	Result
2/23/2021	1	Board of County Commissioners	approved	Pass

**Subject:**

Agreement with the Florida Department of Transportation for State Highway lighting, maintenance, and compensation.

**Recommended Action:**

Approval of the Agreement with the Florida Department of Transportation (FDOT) for State Highway lighting, maintenance, and compensation.

- The County has an existing agreement in place with FDOT to maintain and operate lighting on the State Highway System within the County’s jurisdictional boundaries.
- The new agreement replaces the existing agreement, in place effective July 1, 2021 until June 30, 2028.
- The performance measure requires the County to maintain the lighting systems with a minimum of 90% of the streetlights operational.
- FDOT reimburses the County at the end of each state fiscal year. The agreement provides for a 3% per-light unit rate increase per future fiscal year.

FDOT Contract No. ASJ68 and Financial Project No. 405604-1-78-45; FDOT will reimburse the County \$1,102,636.98 for Fiscal Year 2021-2022; Agreement term ends June 30, 2028.

**Strategic Plan:**

Foster Continual Economic Growth and Vitality

4.4 Invest in infrastructure to meet current and future needs

4.5 Provide safe and effective transportation systems to support the efficient flow of motorists, commerce and regional connectivity

Deliver First Class Services to the Public and Our Customers

5.1 Maximize partner relationships and public outreach

5.3 Ensure effective and efficient delivery of county services and support

5.4 Strive to exceed customer expectations

**Summary:**

The Agreement authorizes the County to perform maintenance and operation of lighting on the State Highway System within its maintenance boundaries. Throughout the term of the agreement, the County shall perform all activities necessary to keep the lighting fully operational for any lighting type, keeping the same performance measure requirement of no more than a 10% system outage at any time. Upon satisfactory completion of all services detailed in the Agreement, FDOT will pay the County a single payment at the end of each FDOT fiscal year (June 30).

Per the renewal of the agreement, FDOT District 7 opted to increase the reimbursement rate of each operable streetlight from 90% to 95% of the total payment amount. Additionally, the new agreement provides the County a three percent (3%) per-light unit rate increase per fiscal year. Once signed, the new agreement will take effect at the start of FDOT's fiscal year starting July 1, 2021.

**Background Information:**

Pinellas County maintains over 3,700 streetlights along state roads. Approximately half of those are maintained by the County's Traffic Signal Shop staff and the other half are maintained through a lease agreement with Duke Energy. Revenue generated from this agreement has enabled staff to provide a higher level of service than the minimum 90% requirement. The County shall invoice FDOT annually, between May 1 and June 15, of the year in which the services were provided in order for the payment to be processed by the end of FDOT's fiscal year on June 30.

**Fiscal Impact:**

The agreement authorizes FDOT to increase its current reimbursement of 90% per light fixture to 95% in Fiscal Year (FY) 2021-2022. Reimbursement to the County in FY 2021-2022 is expected to be \$1,102,636.98.

**Staff Member Responsible:**

Kelli Hammer-Levy, Director, Public Works

**Partners:**

FDOT

**Attachments:**

Agreement including Exhibit A

Existing Agreement

FDOT Email regarding liability