

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 5/31/2006

Contract/Lease Control #: C06-1373-PWI-125

Bid #: N/A Contract/Lease Type: AGREEMENT

Award To/Lessee: TOWN OF SHALIMAR

Lessor:

Effective Date: 4/25/2006 \$50,000

Term: INDEFINITE

Description of Contract/Lease: TRAFFIC SIGNAL OPERATIONS & MAINTENANCE

Department Manager: PUBLIC WORKS/TRAFFIC

Department Monitor: D. SLATERPRYCE

Monitor's Telephone #: 689-5772

Monitor's FAX #: 689-5786

Date Closed:

**INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY AND MUNICIPALITY
FOR TRAFFIC SIGNAL OPERATIONS AND MAINTENANCE**

Approved by the Board of County Commissioners
on May 16, 2006.

Interlocal AGREEMENT, made this 14th day of March, 2006, and between the Okaloosa Board of County Commissioners, (the "County") and the Municipality of The Town of Shalimar (the "Municipality").

WITNESSETH

WHEREAS, pursuant to section 163.01 et seq., Florida Statutes, the County may enter into agreement with other governmental agencies within or outside the jurisdictional boundaries of the County to enable them to cooperate on a basis of mutual advantage and provide services that will work best in the view of geographic, economic, and other factors influencing the needs of the local communities; and

WHEREAS, the Florida Department of Transportation (the "FDOT") may enter into contracts with counties and municipalities to perform routine maintenance work on the State Highway System with reimbursement from FDOT to the Maintaining Agency for such work; and

WHEREAS, the County and Municipality agree that it will be mutually beneficial for the County to undertake, as the Maintaining Agency, the maintenance of the traffic signals on the State Highway System within the Municipality's jurisdiction.

NOW, THEREFORE, in consideration of these premises and the mutual covenants of the parties it is agreed as follows with regard to traffic signal maintenance within the Municipality's jurisdiction:

1. Effective Date. This Agreement shall take effect on the date of the signing of the last party hereto, and shall remain in effect until September 30, 2006. This Agreement shall renew automatically on October 1, 2006, for a term of one year and shall continue to renew for annual successive terms of one year unless one party shall provide the other at least thirty (30) days written notice of the intent to terminate said Agreement, with or without cause.
2. Compensation for Traffic Signal Maintenance on the State Highway System. The FDOT will directly reimburse the County in accordance with traffic signal maintenance and compensation agreement(s) that they may establish for traffic signal maintenance work on the State Highway System set forth in Exhibit A. The County shall provide the Municipality copies of all such agreements for record purposes. No reimbursement shall be provided by the Municipality for any traffic signal maintenance work on the State Highway System.
3. Scope of Services. The County shall perform maintenance (e.g. preventive maintenance, emergency maintenance, and routine maintenance) and provide continuous operation of the traffic signal system on the State Highway System in the Municipality set forth in Exhibit A. Maintenance shall be provided pursuant to Florida Department of Transportation requirements and in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), National Electric Manufacturer's Association (NEMA) and the Institute of Traffic Engineers (ITE) Standards as applicable.

The County shall set and maintain the timing and phasing of the traffic signals, maintain the centralized computer system and perform locates of underground components directly

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related to the traffic control systems. The County may make modifications in phasing of signals and signal systems to accommodate changing needs of traffic, however, the Municipality reserves the right to examine and advise the county on these changes. Okaloosa County accepts liability for maintenance of the traffic light system. These recommendations should be developed by the Municipality under the direction of a qualified Professional Engineer. The Municipality shall not make any modifications and/or equipment replacements without prior written notice to and approval by the County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

MUNICIPALITY OF THE TOWN OF SHALIMAR

COUNTY OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA

By: 
Mayor Gary Combs

By: 
Chairperson



ATTEST:

By: 
Clerk

ATTEST:

By: 
Clerk
Deputy Clerk

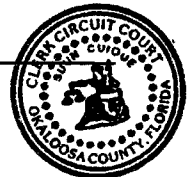


EXHIBIT A

Municipality of Town of Shalimar

All control devices listed here must meet International Municipal Signal Association (ISMA), Manual on Uniform Traffic Control Devices (MUTCD), and National Electric Manufactures Association (NEMA) specifications before the County acceptance. If the devices are deficient in any of these areas then the Municipality can either upgrade the control devices themselves or the County can perform the work and the Municipality will reimburse the County for all reasonable and customary charges related to upgrading the control devices to the standards listed above.

Traffic Signals

SR 85 @ Shalimar Drive/Cherokee Road
SR 85 @ Old Ferry Road
SR 85 @ 9th Avenue
SR 85 @ Richboug/12th Avenue