

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/04/2016

Contract/Lease Control #: C16-2365-PW

Bid #: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: FDOT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/17/2015

Term: INDEFINITE

Description of Contract/Lease: TRAFFIC MANAGEMENT CENTER PROJECT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/06/2016

Contract/Lease Control #: C16-2365-PW

Bid #: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: FDOT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/17/2015

Expiration Date: 11/03/2036

Description of
Contract/Lease: TRAFFIC SIGNAL MAINTENANCE

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-7200

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____	Tracking Number: <u>2036-16</u>
Contractor/Lessee Name: <u>FDOT</u>	Grant Funded: YES ___ NO ___
Purpose: <u>Traffic Signal Maintenance Agreement</u>	
Date/Term: _____	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>PW</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Audrey</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met:	
<u>Zan Fedorak</u>	Date: <u>9/22/16</u>
Purchasing Director or designee	Zan Fedorak, Charles Powell, DeRita Mason

Risk Management Review	
Approved as written:	
<u>see attached</u>	Date: _____
Risk Manager or designee	Laura Porter or Krystal King

County Attorney Review	
Approved as written:	
<u>see attached</u>	Date: _____
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contract & Grant	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

Zan Fedorak

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, September 14, 2016 8:22 AM
To: Zan Fedorak
Cc: Hoshihara, Lynn; Scott Bitterman
Subject: RE: FDOT Documents for Review - Traffic

This is approved for legal purposes.

From: Zan Fedorak [mailto:zfedorak@co.okaloosa.fl.us]
Sent: Wednesday, August 31, 2016 4:06 PM
To: Parsons, Kerry
Cc: Hoshihara, Lynn
Subject: FDOT Documents for Review - Traffic

Good Afternoon,

Please see the attached documents for review. Randy has provided previously executed backup documents as well.

Thanks,
Zan

From: Randy Showers
Sent: Thursday, August 25, 2016 1:39 PM
To: Zan Fedorak <zfedorak@co.okaloosa.fl.us>
Cc: Scott Bitterman <sbitterman@co.okaloosa.fl.us>
Subject: 6085

Zan,
Here are the attached files including last year's new existing agreement:

File: TSMA 2015 Existing signed.pdf – Last year approved agreement
File: TSMA 2017 Amendment Approval Page.pdf – actual signature approval page
File: TSMA 2017 Amendment Attachment 1.pdf – Text to replace the whole existing agreement.
File: TSMA 2017 Resolution.pdf – proposed resolution to expedite the process back to FDOT

I'll be off tomorrow, but you try me on my cell 585.9848 if needed.

Thanks,
Randy

Zan,
Below is an agenda draft for the amendment to and an existing agreement for traffic signal maintenance with FDOT, minute track #6085.
Attached are the three documents for approval.
Please process for internal coordination.
Let me know if you need anything else.

Could not figure out the mini packet option.

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No records found for current search.

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SAM | System for Award Management 1.0

IBM v1.P.56.20161111-0945

WWW1

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Zan Fedorak

From: Krystal King
Sent: Tuesday, September 20, 2016 7:06 AM
To: Zan Fedorak
Cc: Scott Bitterman; Jessica Lundy
Subject: RE: FDOT Documents for Review - Traffic

Risk Management approved.

Krystal King

Okaloosa County
Risk Management
(850)689-5977
Fax (850)689-5973

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records available to the public and media upon request. Therefore, this written email communication including your email address, may be subject to public disclosure.

From: Zan Fedorak
Sent: Friday, September 16, 2016 2:54 PM
To: Krystal King <kking@co.okaloosa.fl.us>
Cc: Scott Bitterman <sbitterman@co.okaloosa.fl.us>; Jessica Lundy <jlundy@co.okaloosa.fl.us>
Subject: FW: FDOT Documents for Review - Traffic

Good Afternoon,

Please see the attached documents for review. Randy has provided previously executed backup documents as well. Legal approval is noted below.

Thanks,
Zan

From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Wednesday, September 14, 2016 8:22 AM
To: Zan Fedorak <zfedorak@co.okaloosa.fl.us>
Cc: Hoshihara, Lynn <lhoshihara@ngn-tally.com>; Scott Bitterman <sbitterman@co.okaloosa.fl.us>
Subject: RE: FDOT Documents for Review - Traffic

This is approved for legal purposes.

From: Zan Fedorak [<mailto:zfedorak@co.okaloosa.fl.us>]
Sent: Wednesday, August 31, 2016 4:06 PM
To: Parsons, Kerry
Cc: Hoshihara, Lynn
Subject: FDOT Documents for Review - Traffic

Good Afternoon,

Please see the attached documents for review. Randy has provided previously executed backup documents as well.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1074 Highway 90
Chipley, FL 32428

JIM BOXOLD
SECRETARY

November 16, 2016

Mr. Randy Showers, P.E., Traffic Engineer
Okaloosa County
84 Ready Ave
Ft Walton Beach, FL 32548

SUBJECT: EXECUTED AMENDMENT
Traffic Signal Maintenance & Compensation for Fiscal Year 2017

Dear Mr. Showers:

Enclosed for your records is your copy of the 2017 Amendment to the Traffic Signal Maintenance & Compensation Agreement. If you have any questions or concerns, please do not hesitate to contact me by phone: 850-330-1269 or by email: tammy.melchi@dot.state.fl.us.

Sincerely,

Tammy Melchi
Agreement & Regulation Specialist

TM:t

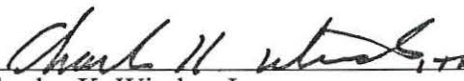
RESOLUTION No. 16-171

BE IT RESOLVED by the BOARD OF COUNTY COMMISSIONERS, OKALOOSA COUNTY, FLORIDA, that Charles K. Windes, Jr., Chairman of the Board of County Commissioners, Okaloosa County, Florida be authorized to execute the following AMENDMENT to the TRAFFIC SIGNAL MAINTENANCE AND COMPENSTATION AGREEMENT DATE JULY 1, 2015 on behalf of Okaloosa County to provide for the following AMENDMENT:

**Amendment To The Traffic Signal Maintenance and Compensation
Agreement FPID: 405499-1-88-01; Contract: ARX44**

DULY PASSED AND ADOPTED THIS 4th DAY OF October, 2016.

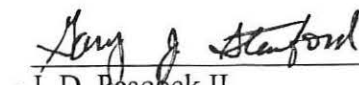
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA


Charles K. Windes, Jr.
CHAIRMAN



ATTESTS:

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA


J. D. Peacock II
CLERK



CERTIFIED A TRUE
AND CORRECT COPY
JD PEACOCK II
CLERK CIRCUIT COURT



BY _____
DEPUTY CLERK

DATE _____

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARX44
 FINANCIAL PROJECT NO. 43624918801
 F.E.I.D. NO. F596000765015

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under Resolution No. 16-171 to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
- The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates Traffic Engineer, County Engineer or Public Works Director as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

CONTRACT NO. ARX44
FINANCIAL PROJECT NO. 43674918801
F.E.I.D. NO. F596000765015
AMENDMENT NO. 1

THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Amendment") is made and entered into on this 4th day of November [2016], by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and (Okaloosa County BCC), ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on [July 1, 2015] entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

Okaloosa County BCC, Florida
(Maintaining Agency)
By Charles K. Windes, Jr.
(Authorized Signature)

Print/Type Name: Charles K. Windes, Jr.
Title: Chairman



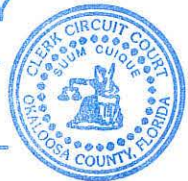
Attorney: [Signature] Date: 10/6/16

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By [Signature]
(Authorized Signature)

Print/Type Name: Phillip Gainer, P.E.
Title: District Secretary

Legal Review: [Signature]

**CERTIFIED A TRUE
AND CORRECT COPY**
JD PEACOCK II
CLERK CIRCUIT COURT
BY _____
DEPUTY CLERK
DATE _____



ATTACHMENT 1

**REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
 33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
 34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
 35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
 36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
 37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
 38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
 39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A

Compensation for Maintaining Traffic Signals and Devices for FY

Effective Date: from _____ to _____

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
Total Lump Sum Amount*										

*Amount paid shall be the Total Lump Sum *minus any retainage or forfeiture*.

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$ _____.

Maintaining Agency Date

District Traffic Operations Engineer Date

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014- 15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT C

Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> 1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work. 	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

Maintaining Agency Date

District Traffic Operations Engineer Date

RESOLUTION 15-124

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS; APPROVING JOINT PROJECT AGREEMENT (FIN PROJ 220239-4-88-01) FOR THE PURPOSE OF A TRAFFIC MANAGEMENT CENTER PROJECT

WHEREAS, the Florida Department of Transportation has been granted the authority to enter into a Joint Participation Agreement with Okaloosa County granting funding to undertake the resolved project, and

WHEREAS, the County agrees to provide the scope of work as presented in Attachment "A" of the attached Joint Participation Agreement (JPA), and to abide by the mutual covenants, promises and representations contained therein;

NOW THEREFORE, be it resolved by the Board of County Commissioners of Okaloosa County as follows:

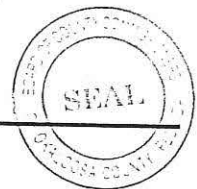
1. The Board approves the attached JPA
2. The Chairman is authorized to execute the Agreement on behalf of the Board.

DULY ADOPTED THIS 16th day of June, 2015.

BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA

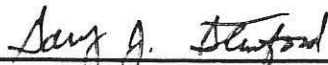


NATHAN D. BOYLES
Chairman



ATTEST:

CLERK OF THE CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA


JD PEACOCK, II
Clerk and Comptroller



CERTIFIED A TRUE
AND CORRECT COPY
JD PEACOCK II
CLERK CIRCUIT COURT

BY 
DEPUTY CLERK



DATE 6-17-15

RESOLUTION 15-124

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS; APPROVING JOINT PROJECT AGREEMENT (FIN PROJ 220239-4-88-01) FOR THE PURPOSE OF A TRAFFIC MANAGEMENT CENTER PROJECT

WHEREAS, the Florida Department of Transportation has been granted the authority to enter into a Joint Participation Agreement with Okaloosa County granting funding to undertake the resolved project, and


WHEREAS, the County agrees to provide the scope of work as presented in Attachment "A" of the attached Joint Participation Agreement (JPA), and to abide by the mutual covenants, promises and representations contained therein;

NOW THEREFORE, be it resolved by the Board of County Commissioners of Okaloosa County as follows:

1. The Board approves the attached JPA
2. The Chairman is authorized to execute the Agreement on behalf of the Board.

DULY ADOPTED THIS 16th day of June, 2015.

BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA



NATHAN D. BOYLES
Chairman



ATTEST:

CLERK OF THE CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA



JD PEACOCK, II
Clerk and Comptroller



Financial Project Number: 220239-4-88-01
COUNTY: OKALOOSA

**JOINT PROJECT AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
OKALOOSA COUNTY**

Traffic Management Center Project

Financial Project: 220239-4-88-01

This AGREEMENT is between the State of Florida Department of Transportation, hereinafter referred to as the DEPARTMENT, and Okaloosa County, State of Florida, with offices at 1759 South Ferdon Boulevard, Crestview, Florida 32536 hereinafter referred to as the COUNTY.

1. The DEPARTMENT and COUNTY are desirous of having the COUNTY conduct a Traffic Management Center deployment project in support of the existing regional advanced transportation management system in Okaloosa County, the scope of which is further described in Attachment A which is attached hereto and made a part hereof, hereinafter referred to as the PROJECT;
2. The DEPARTMENT is prepared to reimburse the COUNTY for direct costs of the PROJECT up to a maximum amount of THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$300,000.00) that it has allocated in each of its fiscal years designated as FY 2015, FY 2016, and FY 2017, for a total of NINE HUNDRED THOUSAND and 00/100 DOLLARS (\$900,000.00) over the course of the AGREEMENT. It shall be noted that any accrued funding allocated by the DEPARTMENT in any previous fiscal year toward the PROJECT shall be permitted to "roll over" to be available for expenditure by the COUNTY in subsequent fiscal years;
3. The functions and services enumerated in this AGREEMENT are in the interest of both the DEPARTMENT and the COUNTY, and it would be more practical, expeditious, and economical for the COUNTY to perform such activities; and
4. The COUNTY by a vote of its Board of County Commissioners on _____, 2015 has authorized the proper COUNTY officials to enter into this AGREEMENT. A copy of the minutes or resolution of said meeting is further described in Attachment C.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, and in compliance with Sections 334.044 and 339.12, Florida Statutes, F.S., the parties agree to the following:

5 – SERVICES AND PERFORMANCE

- A. The recitals set forth in paragraphs 1-4 above are true and correct and are deemed incorporated herein.
- B. The COUNTY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT, identified as Project Number 220239-4-88-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Attachment A – Scope of Work.
- C. The COUNTY shall obtain any and all necessary permits as required for completion of the PROJECT.
- D. The COUNTY agrees that all work performed and materials used in administering the PROJECT shall be in accordance with the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, Design Standards and Federal Manual of Uniform Traffic Control Devices ("MUTCD"), the DEPARTMENT'S Structures Design Manual, the DEPARTMENT'S Plans Preparation Manual ("PPM"), Manual for Uniform Minimum Standards for Design, Rule 14-51, Florida Administrative Code, and the DEPARTMENT'S Traffic Engineering Manual ("TEM").
- E. If the COUNTY hires a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, F.S.).
- F. The COUNTY shall not sublet, assign or transfer this AGREEMENT without prior written consent of the DEPARTMENT.
- G. The COUNTY:
 - i). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the AGREEMENT; and
 - ii). Shall expressly require any subcontractors performing work or providing services pursuant to the AGREEMENT to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the AGREEMENT.
- H. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:

FOR THE COUNTY

Okaloosa County Public Works, Traffic Operations Division
1759 South Ferdon Boulevard
Crestview, Florida 32536
Attn: Dr. Randall K. Showers, P.E., County Traffic Engineer

FOR THE DEPARTMENT

Florida Department of Transportation
District Traffic Operations Office
Post Office Box 607
Chipley, Florida 32428
Attn: Cliff Johnson, District Traffic Systems Specialist

6 – COMPENSATION AND PAYMENT

- A. The DEPARTMENT shall reimburse the COUNTY in a lump sum or partial payments for direct costs of the PROJECT. The parties agree that the DEPARTMENT's maximum participation shall not exceed **THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$300,000.00)** that it has allocated in each of its fiscal years designated as FY 2015, FY 2016, and FY 2017 for a total of **NINE HUNDRED THOUSAND and 00/100 DOLLARS (\$900,000.00)** over the course of the AGREEMENT. However, it shall be noted that any accrued funding allocated by the DEPARTMENT in any previous fiscal year toward the PROJECT shall be permitted to "roll over" to be available for expenditure by the COUNTY in subsequent fiscal years. Any additional costs, or other items not covered by this AGREEMENT shall be the COUNTY'S sole responsibility. The Measurement and Payment is included as Attachment B.
- B. The DEPARTMENT shall reimburse the COUNTY contingent upon receipt of a properly submitted invoice and supporting documentation. Supporting documentation shall include a copy of the canceled check tendered by the COUNTY to the consultant/contractor/vendor who performed the work or provided services or materials under the PROJECT. Supporting documentation shall also include dates of services and items of work performed on the PROJECT.
- C. Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable deliverables as established in Attachment A – Scope of Work. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to reimbursements.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and must also establish that the required minimum

level of service to be performed based on the criteria for evaluating successful completion as specified in Attachment A – Scope of Services was met.

- i). See the Attachment B for additional measurement and payment provisions.
- E. The COUNTY may receive progress payments for deliverables based on documented expenses incurred in support of the PROJECT, and where applicable the vendor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapter 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the COUNTY is unsatisfactory, the DEPARTMENT shall notify the COUNTY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The COUNTY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the COUNTY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the COUNTY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the COUNTY resolves the deficiency. If the deficiency is subsequently resolved, the COUNTY may bill the DEPARTMENT for the retained amount during the next billing period. If the COUNTY is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. The COUNTY should be aware of the following time frames. Upon receipt, the DEPARTMENT shall have twenty (20) working days to inspect and approve the goods and services. PROJECT costs eligible for DEPARTMENT participation shall be allowed only for costs incurred after the date of final execution of this AGREEMENT. The COUNTY shall submit invoices for fees and other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- H. If a payment is not available within forty (40) days after receipt of a properly completed invoice, a separate interest penalty at a rate as established pursuant to Section 55.03(1),

F.S., will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

- I. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- J. The DEPARTMENT shall make payment(s) by check payable to the Okaloosa County Board of County Commissioners, and forward payment(s) to: **Okaloosa County Finance Department, 101 East James Lee Blvd., Crestview, Florida 32536.**
- K. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.
- L. The DEPARTMENT'S obligation to pay under this section is contingent upon an annual appropriation of the Florida Legislature.
- M. Records of costs incurred under the terms of this AGREEMENT shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this AGREEMENT for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- N. There shall be no reimbursement for travel expenses under this AGREEMENT.

- O. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this AGREEMENT an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

7 – INDEMNITY AND INSURANCE

- A. It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the AGREEMENT to create in the public or any member thereof, a third party beneficiary under this AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT. The COUNTY guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the COUNTY or any subcontractor, in connection with this AGREEMENT. Additionally, the COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this AGREEMENT.

“To the fullest extent permitted by law the COUNTY’S contractor shall indemnify and hold harmless the COUNTY, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the COUNTY’S sovereign immunity.

To the fullest extent permitted by law, the COUNTY’S consultant shall indemnify and hold harmless the COUNTY, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the COUNTY’S sovereign immunity.”

- B. The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this AGREEMENT a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public

liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this AGREEMENT. In addition to any other forms of insurance or bonds required under the terms of the AGREEMENT, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended. The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. With respect to any general liability insurance policy required pursuant to this AGREEMENT, all such policies shall be issued by companies licensed to do business in the State of Florida. The COUNTY shall provide to the DEPARTMENT certificates showing the required coverage to be in effect with endorsements showing the DEPARTMENT to be an additional insured prior to commencing any work under this AGREEMENT. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) days advance notice shall be given to the DEPARTMENT or as provided in accordance with Florida law.

8 – COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this AGREEMENT. Specifically, if the COUNTY is acting on behalf of a public agency the COUNTY shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the COUNTY.
2. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the COUNTY upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT. The

COUNTY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the COUNTY and shall promptly provide the DEPARTMENT a copy of the COUNTY'S response to each such request.

- B. The COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees of the COUNTY to solicit or secure this AGREEMENT, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the COUNTY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the AGREEMENT without liability.
- C. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof. The COUNTY shall not discriminate on the grounds of race, color, religion, sex or national origin in performance of work under this AGREEMENT.
- D. This AGREEMENT is governed by and shall be construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this AGREEMENT shall be in Leon County, Florida.
- E. No funds received pursuant to this AGREEMENT may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- F. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this AGREEMENT.
- G. Any Project funds made available by the DEPARTMENT pursuant to this Agreement which are determined by the DEPARTMENT to have been expended by the COUNTY in violation of this AGREEMENT or any other applicable law or regulation shall be promptly refunded in full to the DEPARTMENT. Acceptance by the DEPARTMENT of any documentation or certifications, mandatory or otherwise permitted, that the COUNTY files shall not constitute a waiver of the DEPARTMENT'S rights as the funding agency to verify all information at a later date by audit or investigation.
- H. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract

to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

9 – TERMINATION AND DEFAULT

- A. If the DEPARTMENT determines the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the AGREEMENT, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the AGREEMENT will be terminated at the end of such time, or the DEPARTMENT will take whatever action is deemed appropriate by the DEPARTMENT.
- B. The DEPARTMENT may cancel this AGREEMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to terminate or cancel this AGREEMENT in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this AGREEMENT in the event of an assignment being made for the benefit of creditors. This AGREEMENT may be canceled by the COUNTY upon (60) sixty days written notice to the DEPARTMENT.
- C. If the DEPARTMENT requires termination of the AGREEMENT for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the AGREEMENT is to be terminated.
- D. If the AGREEMENT is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

10 - MISCELLANEOUS

- A. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or 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 in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions

herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

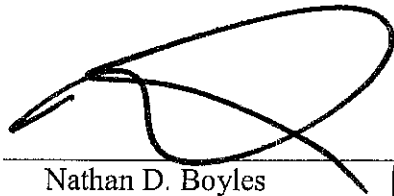
- B. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT. However, this AGREEMENT shall run to the DEPARTMENT and its successors.
- C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- D. Unless otherwise provided herein or by Amendment, the provisions of this AGREEMENT will remain in full force and effect until the PROJECT is completed and appropriate reimbursements are made, or for a ten (10) year term from the date of execution of this AGREEMENT, whichever occurs first.
- E. The effective date of this AGREEMENT shall be the latest date on which a party executes this AGREEMENT.

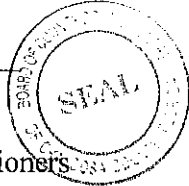
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IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates set forth below.

OKALOOSA COUNTY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 
Nathan D. Boyles
Chairman
Board of County Commissioners

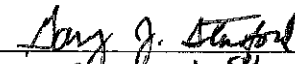


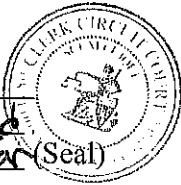
By: _____
James T. Barfield, P.E.
District Secretary

Date: 6-16-15

Date: _____

ATTEST:

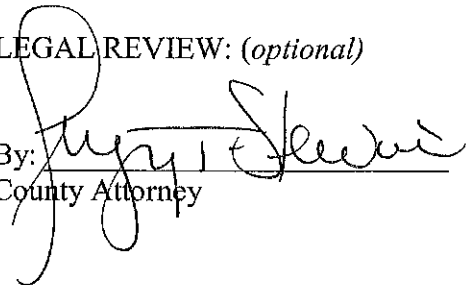
By: 
Name: Gary J. Stanford
Title: Finance Director



ATTEST:

By: _____
Krissy Cook
Executive Secretary (Seal)

LEGAL REVIEW: *(optional)*

By: 
County Attorney

LEGAL REVIEW:

By: _____
Office of the General Counsel

ATTACHMENT A

Scope of Work:

The Okaloosa-Walton Transportation Planning Organization (TPO) has identified a candidate Traffic Operations Center Upgrade Project in its Project Priorities document. The latest revision of the document, entitled, "FY 2016–FY 2020 Okaloosa-Walton Transportation TPO Project Priorities," which was adopted by the TPO on September 18, 2014, promoted the value of such a project at \$1,000,000.

The DEPARTMENT has allocated funding in its Five Year Work Program toward the Traffic Operation Center Project in the amounts of \$300,000 recurring in each of its fiscal years designated as FY 2015, FY 2016, and FY 2017 for a total of \$900,000. Any accrued funding allocated by the DEPARTMENT in any previous fiscal year toward the PROJECT shall be permitted to "roll over" to be available for expenditure by the COUNTY in subsequent fiscal years.

The \$900,000 in total funding allocated by the DEPARTMENT through FY 2017 is to be utilized by the COUNTY toward to the cost of the Traffic Operations Center Upgrade Project. Due to the fact that the COUNTY is still in the planning stages of the project, the funding is anticipated to be utilized toward costs associated with the renovation, construction, or lease of a new or upgraded facility, whether standalone or to be collocated with another COUNTY office. Whether a newly constructed or renovated facility, portions of the funding may be utilized for design, permitting, site preparation, demolition, construction, inspection, technology fit-out, or other activities or services associated with a defined goal of establishing a new or upgraded Traffic Operations Center facility.

ATTACHMENT B

Measurement and Payment:

The COUNTY shall expend funds allocated under this AGREEMENT to the direct costs associated with the renovation, construction, or lease of a new or upgraded Traffic Operations Center facility as detailed in Attachment A – Scope of Work. Invoices and other backup documentation for design, permitting, site preparation, demolition, construction, inspection, technology fit-out, or other activities or services shall be clearly associated with the associated goal of establishing a new or upgraded Traffic Operations Center facility. Utilization of funding for the intended purpose under the terms of this AGREEMENT shall be plainly evident, otherwise the COUNTY should seek advance approval from the DEPARTMENT prior to expenditure of the funds. The DEPARTMENT in some cases may require a memorandum of justification or clarification from the COUNTY as backup for certain expenditures reimbursable under the terms of this AGREEMENT.

The COUNTY may receive progress payments for deliverables based on documented expenses incurred in support of the PROJECT, and where applicable the vendor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

ATTACHMENT C

**BOARD OF COUNTY COMMISSION
RESOLUTION OR MEETING MINUTES
FOR FPID: 220239-4-88-01**