

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 8/3/2004

Contract/Lease Control #: C04-1087-PWI-87

Bid #: N/A

Contract/Lease Type: INTERLOCAL AGREEMENT

Award To/Lessee: TOWN OF CINCO BAYOU, FL

Lessor:

Effective Date: 6/17/2004 \$50,000.00

Term: INDEFINITE

Description of Contract/Lease: TRAFFIC SIGNAL OPERATION & MAINTENANCE

Department Manager: PUBLIC WORKS

Department Monitor: D. SLATERPRYCE

Monitor's Telephone #: 689-5772

Monitor's FAX #: 689-5712

Date Closed:

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

COPY

THIS Interlocal AGREEMENT, made this 17th day of June, 2004, and between the Okaloosa Board of County Commissioners, (the "County") and the Municipality of Town of Cinco Bayou, (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 Municipality is responsible for the maintenance and electrical power cost incurred in the operation of such signals; and

WHEREAS, the Municipality has requested, and the County has agreed to undertake, the maintenance of the Municipality's traffic signal or traffic signals on the State Highway System and others within the Municipality's jurisdiction as described in Exhibit A;

NOW, THEREFORE, in consideration of these premises and the mutual covenants of the parties it is agreed as follows with regard to traffic signalization:

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, 2004. This Agreement shall renew automatically on October 1, 2004, 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. The Municipality shall reimburse the County in accordance with the Schedule of Services set forth in Exhibit B. If fees are listed in Exhibit B the County, through its Public Works Department, may from time to time revise the fees in accordance, effective no less than thirty (30) days after providing written notice of the revisions to the Municipality. In such event, the Municipality may terminate the Agreement without notice during the thirty (30) days preceding the effective date of the new Schedule of Services.
3. Scope of Services. The County shall perform maintenance and continuous operation (i.e. preventive maintenance, ~~and~~ emergency maintenance) of the traffic signals in the Municipality set forth in Exhibit A. Maintenance shall be provided pursuant to Florida Department of Transportation requirements and 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 related to the traffic control systems. The County may make modifications in phasing of signals and signal systems to accommodate changing needs of traffic.

- 1 -

CONTRACT: TRAFFIC SIGNAL
OPERATION & MAINTENANCE
CONTRACT NO.: C04-1087-PWI-87
TOWN OF CINCO BAYOU
EXPIRES: INDEFINITE

The Municipality reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the County may specify modifications. 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 Town of Cinco Bayou

COUNTY OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA

By: Norm Trucci
Mayor

By: Thomas Tucker
Chairman



ATTEST:
By: Nell Webb
Clerk

ATTEST:
By: Dary J. Stanford
Clerk

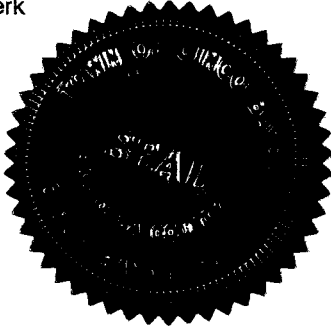
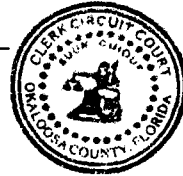


EXHIBIT A

Municipality of Town of Cinco Bayou

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 at Yacht Club Road

EXHIBIT B

The Municipality shall provide compensation for the operation and maintenance of those signals listed in Exhibit "A" in the amount equal to that provided to the Municipality by the Florida Department of Transportation. The electric bill will be paid for by the Municipality.