

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 1/31/2005

Contract/Lease Control #: ¹¹⁶⁴ C05-1162-PWI-91

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

Award To/Lessee: CITY OF FT WALTON BEACH, FLORIDA

Lessor:

Effective Date: 5/18/2004 \$25,000.

Term: EXPIRES INDEFINITE

Description of Contract/Lease: TRAFFIC SIGNAL OPERATIONS & MAINTENANCE

Department Manager: PUBLIC WORKS

Department Monitor: D. SLATERPRYCE

Monitor's Telephone #: 689-5772

Monitor's FAX #: 689-5715

Date Closed:

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

Interlocal AGREEMENT, made this 18th day of May, 2004, by and between the Okaloosa Board of County Commissioners, (the "County") and the Municipality of the City of Fort Walton Beach, (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, 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 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. However, the Municipality shall directly pay the electricity costs for the traffic signal devices.
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.

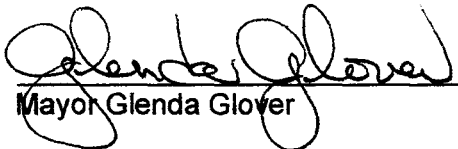
CONTRACT: TRAFFIC SIGNAL
OPERATIONS & MAINTENANCE
CONTRACT NO.: C05-1164-PWL-91
CITY OF FWB
EXPIRES: INDEFINITE

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.

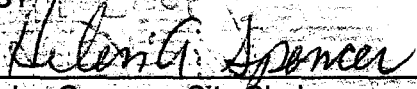
The Municipality reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the County, may specify modifications. These recommendations should be developed by the Municipality under the direction of a qualified Professional Engineer. The Municipality shall 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 THE CITY OF
FORT WALTON BEACH

By: 
Mayor Glenda Glover

ATTEST:

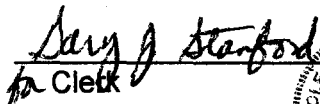
By: 
Helen Spencer, City Clerk

COUNTY OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA

By: 
Chairman



ATTEST:

By: 
for Clerk

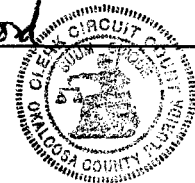


EXHIBIT A

TRAFFIC SIGNAL LIST

Municipality of the City of Fort Walton Beach

All control devices listed here must meet International Municipal Signal Association (ISMA), Manual on Uniform Traffic Control Devices (MUTCD), and National Electric Manufacturers 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

1. SR 85 @ Mariner Plaza
2. SR 85 @ Hughes Street
3. SR 85 @ Walter Martin Road
4. SR 85 @ Hospital Drive
5. SR 85 @ Hollywood Boulevard
6. SR 85 @ 4th Street/Perry Avenue
7. SR 85 @ 1st Street
8. SR 189 @ Mooney Road
9. SR 189 @ Memorial Parkway
10. SR 189 @ Hollywood Boulevard
11. SR 189 @ Yacht Club Drive
12. SR 189 @ Walter Martin Road
13. SR 30 @ SR 145 (Perry Ave)
14. SR 30 @ Florida Place
15. SR 30 @ Brooks Street
16. SR 30 @ SR 189
17. SR 30 @ Wright Parkway
18. SR 30 @ Memorial Parkway
19. SR 145 @ 1st Street
20. SR189 @ Hughes Street (Scheduled)