

Meeting Date
<b>October 21, 2014</b>



AGENDA	
Section	CONSENT
Item No.	TL.A.5

**AGENDA REPORT**  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Amendment to Interlocal Agreement for Traffic Signal, Luminaries, etc., Maintenance – District 4
DEPT/OFFICE:	Public Works Department – Finance and Contracts Administration

Requested Action:

It is requested that the Board of County Commissioners approve the Amendment to the existing Interlocal Agreement with the City of Indian Harbour Beach for maintenance and repair of its existing traffic signals, luminaries, overhead signs, ITS, etc., and authorize the Chairman to execute the Amendment.

Summary Explanation & Background:

On November 1, 2011, the Board approved the Interlocal Agreement between Brevard County and the City of Indian Harbour Beach for maintenance and repair of its existing and future traffic signals, luminaries, overhead signs, ITS, etc.

The Public Works Department currently provides maintenance, repair and/or emergency repair services for traffic signals, intelligent transportation systems (ITS), cameras, overhead signs, and roadway lighting luminaries to the City of Indian Harbour Beach via Interlocal Agreement.

The City of Indian Harbour Beach has added a new school zone with a flashing light on 1109 Pinetree Drive and requested to add this device to the list of apparatus covered for maintenance by the Interlocal Agreement, as allowed in Paragraph 12: Modification Clause.

This Amendment is to update the signal list, Exhibit A Traffic Signal Inventory, for the City of Indian Harbour Beach to include the new school zone flashing signal.

Fiscal Impact – FY 2014/2015 – None. Municipalities pay for the cost of maintenance. There is no cost to Brevard County for services as provided.

Clerk to the Board Instructions: Return executed agreement to the Public Works Department

Exhibits Attached: Letter Requesting Amendment. Amendment to Interlocal Agreement between Brevard County and the City of Indian Harbour Beach. Interlocal Agreement between Brevard County and the City of Indian Harbour Beach

Contract /Agreement (If attached): Reviewed by County Attorney Yes  No  PR

County Manager	Assistant County Manager, Mel Scott	Department Director / Extension John P. Denninghoff / 57202
Stockton Whitten	Assistant County Manager, Venetta Valdengo	

RECEIVED  
OCT 09 2014  
County Manager's Office



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972

October 22, 2014

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item II.A.5., Amendment to Interlocal Agreement with City of Indian Harbour Beach for Maintenance and Repair of Existing Traffic Signals, Luminaries, Overhead Signs, and Intelligent Transportation Systems (ITS)

The Board of County Commissioners, in regular session on October 21, 2014, approved the Amendment to the existing Interlocal Agreement with the City of Indian Harbour Beach for maintenance and repair of its existing traffic signals, luminaries, overhead signs, and ITS. Enclosed is original and certified copy of the Amendment to Interlocal Agreement for your action.

**Upon execution by City of Indian Harbour Beach, please return the fully-executed Amendment to Interlocal Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Etheridge*

Tammy Etheridge, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration  
Finance  
Budget

AMENDMENT TO INTERLOCAL AGREEMENT

A SIGNAL MAINTENANCE INTERLOCAL AGREEMENT between the City of Indian Harbour Beach, Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "CITY", and the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" was recorded on November 9, 2011, and has a term of five years.

WITNESSETH:

WHEREAS the CITY has installed an additional flashing signal and desires the COUNTY to maintain this signal.


WHEREAS the CITY wishes to include the new signal as part of Exhibit A of the existing Interlocal "Traffic Signal Inventory".

WHEREAS the CITY has provided their request to modify the agreement in writing as required in Paragraph 12 of the existing Interlocal Agreement,

IT IS THEREFORE agreed that the flashing signal described as 1109 Pinetree Drive (west of the Indian Harbour Beach Fire Department, Station 56) will be added as part of the existing Interlocal Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 7th day of October, 2014.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk of the Court

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_  
Mary Bolin Lewis, Chairman  
AS APPROVED BY THE BOARD ON 10-21-2014

COUNTY ATTORNEY APPROVAL:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_

CITY OF INDIAN HARBOUR BEACH  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Mark Ryan, City Manager

Exhibit A  
Traffic Signal Inventory  
Indian Harbour Beach

S.R. A1A & Pinetree St	IH-0001	3-Phase Actuated Signal
S.R. A1A & Palm Springs Dr	IH-0002	3-Phase Actuated Signal
S.R. 513 (S. Patrick Dr) & Yacht Club Dr	IH-0003	3-Phase Actuated Signal
S.R. 513 (S. Patrick Dr) & Banana River Dr	IH-0004	3-Phase Actuated Signal
S.R. 513 (S. Patrick Dr) & Desoto Pkwy	IH-0005	3-Phase Actuated Signal
S.R. 513 (S. Patrick Dr) & Tomahawk Dr	IH-0006	3-Phase Actuated Signal
Pinetree School Flashers EB & WB	IH-0007	School Flasher (Roadside)
1109 Pinetree Drive	IH-0008	School Flasher (Roadside)

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into this 1 day of Nov, 2011 by and between the City of Indian Harbour Beach, Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "CITY", and the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

### WITNESSETH:

WHEREAS the COUNTY has entered into an agreement with a signal maintenance contractor, hereinafter referred to as "Contractor" for maintenance and construction of traffic signals within Brevard County, and

WHEREAS, the CITY and the COUNTY desire to enter into a mutually beneficial relationship whereby the COUNTY will maintain all traffic signals owned or partially owned by the CITY, and

WHEREAS the CITY desires to have the COUNTY staff perform maintenance on traffic signals within the CITY and/or oversee the Contractor on behalf of the CITY,

IT IS THEREFORE agreed as follows:

#### 1. STATUTORY CITE

This agreement shall be considered an interlocal agreement pursuant to the State of Florida Statutes, Chapter 163, Part 1, 2011.

#### 2. SCOPE OF WORK

This agreement applies to, but is not limited to, those traffic signals, intelligent transportation systems, cameras, overhead signs, and roadway lighting luminaries, etc., under the CITY's maintenance responsibility which have been accepted for maintenance by the COUNTY. Exhibit A contains the inventory of traffic signals, overhead signs, and roadway lighting luminaries, etc., within the scope of this Agreement and is attached hereto and incorporated herein by reference. Exhibit A is hereinafter referred to as the "Traffic Signal Inventory."

a. Preventative Maintenance Service.

The COUNTY agrees to provide up to three (3) preventative maintenance services per year for the Traffic Signal Inventory. The COUNTY will maintain the Traffic Signal Inventory to the extent of the COUNTY's capability (in terms of ordinary maintenance and repair) and will charge the CITY a maintenance fee for said services.

b. Upgrades and Standardization

The COUNTY agrees to include the Traffic Signal Inventory in COUNTY equipment upgrade and standardization program reviews. Where deficiencies are noted, the COUNTY will notify the CITY of the deficiencies and provide an estimate of cost to bring the facility to appropriate standards. The CITY will notify the COUNTY when the work can be scheduled. The COUNTY will strive to lower maintenance costs to all cities by ensuring that equipment reaching the manufacturer's recommended life will be upgraded to standardized equipment as CITY budgets allow.

c. Modifications.

The COUNTY agrees to modify the configuration of traffic signals within the Traffic Signal Inventory at the request of the CITY. The cost of modifications requested by the CITY will not exceed actual costs to the COUNTY.

d. Reactive Maintenance Services.

The COUNTY agrees to respond to any Emergency Condition as defined in the current version of the COUNTY "After Hours Traffic Sign and Signal Response Policy" within two hours of being notified of the emergency condition. The COUNTY also agrees to schedule and respond to all other reactive maintenance problems in an efficient and timely manner. The COUNTY shall be reimbursed by the CITY for costs it incurs for all reactive maintenance of the Traffic Signal Inventory.

e. Review and Inspection Services.

The COUNTY agrees to provide the CITY with review and inspection services for any traffic signals proposed to be constructed within the CITY and added to the Traffic Signal Inventory. The traffic

signals stated in the previous sentence are hereinafter referred to as "Future Signals".

1. The COUNTY agrees to review the design and specification documents for Future Signals, at no charge to the CITY, to assist the CITY in ensuring the level of quality necessary to promote a safe and affordable installation. The COUNTY agrees to review any Future Signal construction documents within 14 working days of receipt of said documents.

2. The COUNTY agrees to inspect Future Signal construction to assist the CITY in ensuring the construction methods and equipment meet the standards and specifications, thereby promoting lower future maintenance costs. Fees for these inspections are shown in Exhibit B.

3. PROCEDURE

a. Emergency Signal Maintenance

The CITY shall contact the COUNTY at 321-455-1440 during normal working hours, Monday through Friday from 7:00 a.m. through 3:30 p.m. The CITY shall contact Central Dispatch Center (Civil Defense) at 321-633-1737 during non-working hours to request emergency traffic signal maintenance.

The COUNTY will respond to requests for maintenance and, if possible, make repairs. If repairs cannot be performed by COUNTY personnel, the COUNTY will authorize the Contractor to perform the repairs. Major repairs will not be undertaken without the approval of the CITY. The CITY shall submit a payment recommendation on the Contractor's invoice. The COUNTY will submit a statement using agreed upon rates in Exhibit B, quarterly, to the CITY for maintenance work performed by COUNTY personnel. The CITY shall be responsible for payment of Contractor invoices directly to the Contractor.

b. Other Aerial Maintenance

The CITY shall notify the COUNTY in writing, either by Notice to Proceed or CITY purchase order, of the work to be performed.

The COUNTY will respond to requests for maintenance and perform the maintenance when time is available.

4. MAINTENANCE OF TRAFFIC

The COUNTY or the Contractor shall be responsible for maintaining safe traffic flow in accordance with the Florida Department of Transportation Roadway and Traffic Design Standards, most recent edition, and any other applicable references. In the event law enforcement is necessary to maintain traffic, the CITY shall, at its sole expense, arrange for law enforcement.

5. EQUIPMENT AND STOCK

The CITY reserves the right to supply new and/or reconditioned parts to the COUNTY for installation. The CITY will be responsible for the installation of any necessary telephone drops in the master cabinet and shall pay the monthly charges for such telephone drops.

6. AUTHORIZED PERSONNEL

The personnel authorized by the CITY and the COUNTY to perform maintenance shall be limited to the COUNTY's Traffic Systems Technician(s), the COUNTY's Traffic Sign/Signal Technician(s) and the Contractor or any other personnel agreed upon by the CITY and COUNTY in an emergency. The charges for the services of such emergency personnel shall be computed using the rates on the attached schedule.

7. COMPENSATION

a. Preventative Maintenance

Both parties agree that the CITY shall pay the COUNTY a maintenance fee for preventative maintenance services.

1. Both parties agree that the maintenance fee shall be based on the following: The calculated total costs to perform preventative maintenance services on a random sample of signals in the County as documented for the previous fiscal year will be divided by the total number of signals in the sample to arrive at an average per-intersection cost. This average cost will be the fee charged to each city and shall be calculated each year based on actual cost averages from the previous year.

2. From the effective date of this Agreement, until changed pursuant to the criteria contained herein, the Preventative Maintenance Fee for each signal within the scope of this agreement shall be as set forth in Exhibit B.

b. Upgrades and Standardization

The COUNTY will strive to lower maintenance costs to all cities by ensuring that equipment reaching the manufacturer's recommended life is upgraded to standardized equipment. The CITY shall compensate the COUNTY for actual costs incurred in this process.

c. Modifications.

The CITY shall compensate the COUNTY for the actual costs of any Modifications requested by the CITY.

d. Reactive Maintenance.

The CITY shall compensate the COUNTY for reactive maintenance in accordance with Exhibit B. Compensation will be made to the first hour and then to the nearest one-half hour and may include travel time to the work site. Emergency call outs performed after hours shall be compensated from portal to portal, all time associated with travel to and

from the location and time spent repairing emergency. The COUNTY's compensation schedule may be adjusted upon thirty (30) days written notice to the CITY. The Contractor's Compensation schedule may be adjusted in accordance with the Agreement between the COUNTY and the Contractor. Compensation adjustment shall be based on material cost variation or other relevant economic conditions, sufficiently documented by the requesting party. Either party may request a compensation adjustment. Failure to agree upon compensation adjustments may constitute mutually agreed upon termination of this Agreement.

Regular time work shall be work that was performed between the hours of seven o'clock (7:00) a.m. and three-thirty (3:30) p.m., Monday through Friday. Overtime work shall be work that was performed during those hours not defined as regular time. Holidays will be charged at the overtime rate. Holidays are defined as those days officially designated as holidays by the Brevard County Board of County Commissioners. Work that is initiated during regular time, completed during overtime, and required more than one (1) hour of effort during overtime to complete, will be partially compensated at the overtime rate, based upon the prorated share of work completed during overtime.

The CITY shall pay to the COUNTY the actual cost of all materials furnished by the COUNTY, associated with reactive maintenance activities, which are an integral part of the finished work.

Standby personnel are assigned to respond to all after hour calls for the COUNTY and the CITY. Due to the number of traffic signals within the COUNTY system and the CITY systems, there may be times that it is more beneficial to the COUNTY and CITY to have an additional Traffic Signal Technician on call to provide timely response. In the event it becomes necessary to place a second employee on call, the standby rate would double for that period of time and the cost would be shared on a pro rata basis.

e. Review and Inspection Services

The CITY shall pay the COUNTY for Inspection Services as shown in Exhibit B.

8. TERM OF AGREEMENT

The period of this agreement shall be for five (5) years from the date of recording.

9. CANCELLATION CLAUSE

This agreement may be canceled by either party upon 30 days prior notice to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

10. ASSIGNABILITY

This agreement is non-transferable and non-assignable in whole or part without the consent of the COUNTY.

11. CONSTRUCTION OF AGREEMENT

The parties hereby acknowledge that they have fully reviewed the Agreement and its attachments, and have had the opportunity to consult with legal counsel of their choice, have participated in the negotiating and drafting of this Agreement and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

12. MODIFICATION CLAUSE

No modification of this Agreement shall be binding on the COUNTY or the CITY unless reduced to writing and signed by authorized representatives of the COUNTY and CITY.

13. NOTICE

Any and all notices required under this Agreement shall be in writing and sent to the following addresses, by US Postal Service, certified, return receipt requested:

Harriet Raymond  
Public Works Support Services Manager  
Brevard County Public Works  
2725 Judge Fran Jamieson Way, A201  
Viera, FL 32940

Jackie Burns  
City Manager  
City of Indian Harbour Beach  
2055 S. Patrick Drive  
Indian Harbour Beach, FL 32937

14. ENTIRETY CLAUSE

This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein. The proposed Agreement between the COUNTY and the Contractor will become a part of the Agreement and be incorporated herein.

15. SEVERABILITY

In the event a court of competent jurisdiction determines any sentence, provision, paragraph or section of this Agreement to be null and void, the remaining parts of this Agreement shall continue in full force and effect as though such sentence, provision, paragraph or section had been omitted from said Agreement.

16. VENUE

Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.

17. INDEMNIFICATION

Except as limited by law, the COUNTY agrees to indemnify and hold harmless the CITY and its employees from all claims, losses and expenses, excluding attorney's fees and costs, arising out of or resulting from the performance of the services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the COUNTY or arises from a work-related injury to any of the COUNTY's employees. The COUNTY acknowledges adequate consideration for this agreement.

Except as limited by law, the CITY agrees to indemnify and hold harmless the COUNTY and its employees from all claims, losses and expenses, excluding attorney's fees and costs, arising out of or resulting from the services provided under this agreement provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death or personal injury, or to property damage, including loss of use of property, and (2) is caused in whole or

in part by any negligent act or omission of the CITY, arises from a work-related injury to any of the CITY's employees, or is caused in whole or in part by any equipment or part the CITY provides for installation. The CITY acknowledges adequate consideration for this agreement.

18. WAIVER

No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event or violation shall affect any such right or remedy, be held to be an abandonment thereof or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

19. ATTORNEY'S FEES

In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs. This provision shall not be interpreted to be a pledge of ad valorem tax revenues.

20. DEFAULT

Either party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

21. EFFECTIVE DATE

Pursuant to Section 163.01(11) Florida Statutes, the effective date of this contract shall be the date on which the instrument is recorded in the Public Records of Brevard County, Florida.

22. RIGHT TO AUDIT

In the performance of this Agreement, the Contractor shall keep books, records and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Grantee for a period of three (3) years after termination of this Agreement, unless such records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1) Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_  
Robin L. Fisher, Chairman

AS APPROVED BY THE BOARD ON 11-1-11

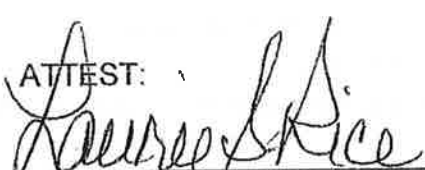
COUNTY ATTORNEY APPROVAL:

gb  
\_\_\_\_\_  
STATE OF FLORIDA  
COUNTY OF BREVARD  
This is to certify that the foregoing  
is a true and correct copy of the legal  
agreement. Witness my hand  
and official seal this 2nd day of  
January 2011.  
MITCH NEEDELMAN, Clerk of Circuit Court  
BY P. PERIN D.C.

ATTEST:

  
Dharal Mahajan  
\_\_\_\_\_  
Dharal Mahajan  
County Attorney

ATTEST:

  
\_\_\_\_\_  
Laurie S. Rice, Chief Deputy Clerk

CITY OF INDIAN HARBOUR BEACH  
BREVARD COUNTY, FLORIDA

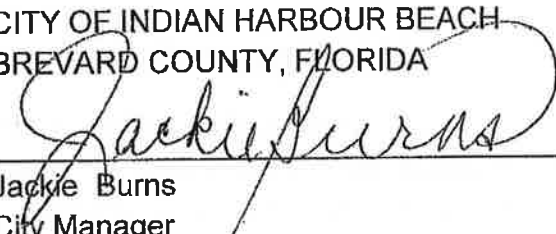
  
\_\_\_\_\_  
Jackie Burns  
City Manager

EXHIBIT A  
TRAFFIC SIGNAL INVENTORY  
INDIAN HARBOUR BEACH

S.R. A1A & PINETREE ST	IH-0001	3- Phase Actuated Signal
S.R. A1A & PALM SPRINGS DR	IH-0002	3- Phase Actuated Signal
S.R. 513 (S. PATRICK DR) & YACHT CLUB DR	IH-0003	3- Phase Actuated Signal
S.R. 513 (S. PATRICK DR) & BANANA RIVER DR	IH-0004	3- Phase Actuated Signal
S.R. 513 (S. PATRICK DR) & DESOTO PKWY	IH-0005	3- Phase Actuated Signal
S.R. 513 (S. PATRICK DR) & TOMAHAWK DR	IH-0006	3- Phase Actuated Signal
PINETREE SCHOOL FLASHERS EB & WB	IH-0007	School Flasher (Roadside)

EXHIBIT B

Preventative Maintenance Fees per visit	\$70.76
Upgrades and Standardization Fees	<b>Actual Costs</b>
Modification Fees	<b>Actual Costs</b>
Reactive Maintenance Services Fees	<b>Actual Costs</b>
Reactive Maintenance Materials	<b>Actual Costs</b>
Review Fees	No Charge
Inspection Services Fees per inspection	\$84.97

**Actual Costs:**

Fixed fee per call	\$178.44
Signal Tech/hour	
Regular rate	\$28.20
Overtime rate	\$42.30



CITY OF  
**INDIAN HARBOUR BEACH**

Florida



2055 SOUTH PATRICK DRIVE  
INDIAN HARBOUR BEACH, FL 32937  
PHONE (321) 773-3181  
FAX (321) 773-5080

September 23, 2014

Ms. Harriett Raymond  
Public Works Support Services Manager  
Brevard County Public Works  
2725 Judge Fran Jamieson Way, A 201  
Melbourne, Florida 32940

Re: Request to add additional signal for maintenance

Dear Ms. Raymond:

As you are aware, in the year 2011 the City of Indian Harbour Beach entered into an Interlocal Agreement (ILA) with the Brevard County Board of County Commissioners for the purpose of maintaining traffic signals and certain other traffic control devices within our community. The inventory list of devices covered via this ILA is reflected on Exhibit A to the agreement.

Earlier this year the City of Indian Harbour Beach purchased and installed a new school zone sign with a flashing light on Pine Tree Drive (west of the Indian Harbour Beach Fire Department, Station 56). As a result of this acquisition I would like to request to add this device to the list of apparatus covered for maintenance by this agreement.

Your cooperation in this matter is greatly appreciated.

Thank you.

Sincerely,

Mark K. Ryan  
City Manager

Cc: T. Scaldo, IHB Public Works Director  
J. Denninghoff, P.E., BC Public Works Director

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**


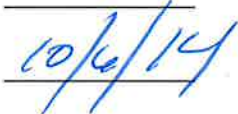
**SECTION I**

The following information must be completed on all new contracts submitted to the Board.

<b>1. Contractor:</b> Agreement between Brevard County and City of Indian Harbour	
<b>2. Fund/Account #:</b>	<b>Division Name:</b> Finance & Contracts Administration
<b>4. Contract Description:</b> Amendment to Interlocal Agreement for Traffic Signal	
<b>5. Contract Monitor:</b> Jeanette Scott, Contracts Technician	<b>6. Mail Stop #:</b> 81
<b>7. Dept./Office Director:</b> Public Works/John P. Denninghoff	<b>8. Contract Type:</b> Intergovernmental / Local
<b>ACTION DATE:</b> October 7, 2014	<b>ACTION REQUIREMENT:</b> Review & Approval

**SECTION II**

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	_____	_____	_____	_____
Risk Management	_____	_____	_____	_____
County Attorney	✓	_____		

If any office denies approval, the package will be returned immediately to the User Agency.

**NOTE:** *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.*

**RECEIVED**

OCT 06 2014

*Logged*  
Brevard County Attorney

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**



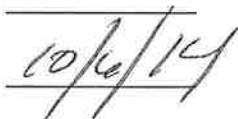
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	<u>YES</u>	<u>NO</u>		
User Agency	_____	_____	_____	_____
Risk Management	_____	_____	_____	_____
County Attorney		_____		

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CITY OF  
**INDIAN HARBOUR BEACH**

Florida



2055 SOUTH PATRICK DRIVE  
INDIAN HARBOUR BEACH, FL 32937  
PHONE (321) 773-3181  
FAX (321) 773-5080

September 23, 2014

Ms. Harriett Raymond  
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Sincerely,

Mark K. Ryan  
City Manager

Cc: T. Scaldo, IHB Public Works Director  
J. Denninghoff, P.E., BC Public Works Director

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**



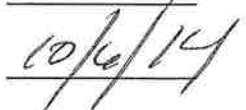
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	<u>YES</u>	<u>NO</u>		
User Agency	_____	_____	_____	_____
Risk Management	_____	_____	_____	_____
County Attorney				

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Meeting Date
October 21, 2014



AGENDA	
Section	CONSENT
Item No.	II.A.5

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

SUBJECT:	Approval Re: Amendment to Interlocal Agreement for Traffic Signal, Luminaries, etc., Maintenance – District 4
DEPT/OFFICE:	Public Works Department – Finance and Contracts Administration

Requested Action:

It is requested that the Board of County Commissioners approve the Amendment to the existing Interlocal Agreement with the City of Indian Harbour Beach for maintenance and repair of its existing traffic signals, luminaries, overhead signs, ITS, etc., and authorize the Chairman to execute the Amendment.

Summary Explanation & Background:

On November 1, 2011, the Board approved the Interlocal Agreement between Brevard County and the City of Indian Harbour Beach for maintenance and repair of its existing and future traffic signals, luminaries, overhead signs, ITS, etc.

The Public Works Department currently provides maintenance, repair and/or emergency repair services for traffic signals, intelligent transportation systems (ITS), cameras, overhead signs, and roadway lighting luminaries to the City of Indian Harbour Beach via Interlocal Agreement.

The City of Indian Harbour Beach has added a new school zone with a flashing light on 1109 Pinetree Drive and requested to add this device to the list of apparatus covered for maintenance by the Interlocal Agreement, as allowed in Paragraph 12: Modification Clause.

This Amendment is to update the signal list, Exhibit A Traffic Signal Inventory, for the City of Indian Harbour Beach to include the new school zone flashing signal.

Fiscal Impact – FY 2014/2015 – None. Municipalities pay for the cost of maintenance. There is no cost to Brevard County for services as provided.

Clerk to the Board Instructions: Return executed agreement to the Public Works Department

Exhibits Attached: Letter Requesting Amendment. Amendment to Interlocal Agreement between Brevard County and the City of Indian Harbour Beach. Interlocal Agreement between Brevard County and the City of Indian Harbour Beach

Contract /Agreement (If attached): Reviewed by County Attorney    Yes        No        PR   

County Manager	Assistant County Manager, Mel Scott	Department Director / Extension John P. Denninghoff / 57202 
Stockton Whitten	Assistant County Manager, Venetta Valdengo	