

RESOLUTION NO. 2012-283

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA, REGARDING THE REGIONAL TRAFFIC MANAGEMENT SYSTEMS; PROVIDING FOR THE EFFECT OF RECITALS; AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE AGREEMENT AND SUPPLEMENTAL DOCUMENTATION; PROVIDING FOR CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Augustine, Florida (the "City"), and St. Johns County (the "County") desire to enter into an Agreement for Regional Traffic Management Systems ("RTMS") communication systems within the County; and

WHEREAS, the COUNTY has reviewed the terms, provisions, and requirements of the Agreement, and has determined that accepting the terms of the Agreement serves the public interests of the citizens of St. Johns County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the Agreement, (attached hereto and incorporated herein) and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County.

Section 3. The Board of County Commissioners further authorizes the County Administrator, or designee, to execute any supplement paperwork/documentation necessary to accomplish the overall goal set forth in the Agreement.

Section 4. To the extent that there are typographical, administrative or scrivener's errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of October 2012.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

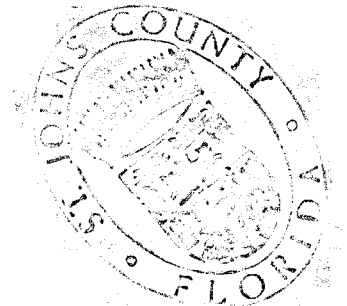
ATTEST:

Pam Halterman
Deputy Clerk

BY:

J. Ken Bryan
J. Ken Bryan, Chair

RENDITION DATE 10/4/12



**REGIONAL TRAFFIC MANAGEMENT SYSTEMS
INTERLOCAL AGREEMENT BETWEEN
CITY OF ST. AUGUSTINE AND ST. JOHNS COUNTY**

THIS AGREEMENT is made and executed by and between the City of St. Augustine, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY"), and the Board of County Commissioners of St. Johns County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY").

WHEREAS, the CITY and the COUNTY are authorized pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, et. seq., Florida Statutes, to enter into Interlocal Agreements; and

WHEREAS, the CITY has agreed with the Florida Department of Transportation ("FDOT") to operate and maintain state authorized traffic signals within the City; and

WHEREAS, the COUNTY has agreed with the FDOT to operate and maintain state authorized traffic signals within the unincorporated areas of the County; and

WHEREAS, the CITY desires that the COUNTY operate and maintain that portion of its traffic signalization facilities known as the Regional Traffic Management System ("RTMS") communications as requested by FDOT; and

WHEREAS, the COUNTY has agreed to provide the operation and maintenance described above to enable CITY access to the RTMS, as requested by FDOT.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. This Agreement shall be known as the Regional Traffic Management System (RTMS) Communications Interlocal Agreement.
2. The RTMS communications system shall consist of a central server, network equipment and associated software and other related hardware and software required for operating ATMS.now system. Each party and each outside vendor shall employ Enterprise Security Best Practices to ensure the security of the RTMS. The COUNTY shall maintain central hardware and software, as requested by FDOT.
3. The COUNTY shall operate the RTMS in accordance with established FDOT standards, as amended, supplemented or replaced from time to time.
4. The CITY shall maintain the signalized intersections. Such maintenance shall include, but shall not be limited to the following:

signal heads, controllers, fiber optic lines between intersections, support appurtenances, cameras, detection devices and providing electrical service and other related hardware and software for each signalized intersection within the CITY.

5. The CITY and COUNTY agree to a response time of two (2) hours upon report of trouble and repairs within the respective jurisdictions to resolve and restore traffic operations and communications. Final repairs shall be completed as soon as possible thereafter.
6. The COUNTY shall serve as network administrator, as requested by FDOT.
7. The traffic signal network shall be used only for the operation of traffic signals and uses defined by FDOT as RTMS and Intelligent Transportation Systems ("ITS") uses directly associated with this equipment.
8. The COUNTY, as network administrator, shall review, approve or reject any software or hardware for use on the RTMS and shall verify compatibility of said software or hardware and ensure same does not compromise the network. The network administrator shall create and maintain a master network list of connected devices, assigned IP addresses and location of devices, shall assign rights and privileges to all users of the RTMS, shall approve and assign

rights and privileges to all client users and may limit the number of clients or connected hardware between the agencies should server load or priority requirements degrade communications.

9. The CITY shall submit a written request to the COUNTY for user access to any traffic signals located within the CITY and controlled by the ATMS.now system related to the RTMS. Each agency shall designate a person to assign ATMS.now system permissions. The COUNTY, as network administrator, shall bear responsibility for user management of the ATMS.now system. The COUNTY shall implement any requested modifications to the system as soon as possible but no later than fourteen (14) days after identification and need for such modifications.
10. Each party shall bear responsibility for the installation of the client software on individual computers located and operated by that party's agency.
11. This Agreement shall remain in effect until terminated by either party, except as otherwise provided herein. Notice of Termination shall be given in writing to the other party at anytime, but at least ninety (90) days prior to the close of any fiscal year, and such termination shall be effective on the last day of that fiscal year.

12. To the extent allowed by law, each party agrees to indemnify and hold harmless the other party, its employees, agents and officers ("Indemnitees") against, for and from any and all loss, liability, costs damages and expenses, limitations and reasonable attorney's fees, including any appeals, except in the case of bad faith, gross negligence or willful misconduct, which the Indemnities may suffer or incur by reason of any action, claim or proceeding brought by any third party against the Indemnitees arising out of any act or failure to act by the party as against whom indemnity is sought. Neither party hereof shall be entitled to indemnification for its own negligence.

13. If any section, phrase, sentence or portion of this Agreement for any reason is held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

14. This Agreement shall be executed in triplicate and shall take effect immediately upon filing with the Clerk of Circuit Court after its execution by the parties hereof as required by statute. This Agreement shall not become effective until the date and time of filing with the Clerk of the Circuit Court.

15. Any notices or correspondence concerning this Agreement shall be sent to the following:

For the City: City Manager
75 King Street
St. Augustine, FL 32084

For the County: Board of County Commissioners
c/o County Administrator
500 San Sebastian View
St. Augustine, FL 32084

16. This document constitutes the complete Agreement between the parties. The parties expressly acknowledge that they have agreed to no other terms and conditions negotiated, discussed orally or in writing prior to or contemporaneously with the execution of this Agreement and that the only terms agreed upon are those herein set forth. No alterations, modifications, enlargements, amendments or supplements to this Agreement shall be binding on either of the parties unless the same are executed with the same formalities as the original.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be executed in its name by its Mayor-Commissioner and its Official Seal hereunto affixed, attested by its City Clerk, being hereunto duly authorized; and the COUNTY has caused this Agreement to be executed in its name by the County Administrator and its official Seal hereunto affixed, attested by the Clerk of the Circuit Court for St. Johns County, ex-officio Clerk of the Board of County

Commissioners, St. Johns County, Florida, being thereunto duly authorized all on
the dates and year written below.

*****SIGNATURES APPEAR ON FOLLOWING PAGE*****

ATTEST:

**BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY, FLORIDA**

Clerk of the Board of County
Commissioners of St. Johns
County, Florida

By: _____
Michael D. Wanchick,
County Administrator

Date: _____

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

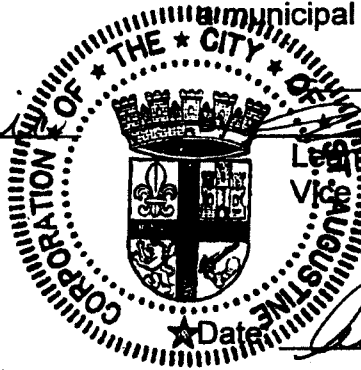
Patrick McCormack, County Attorney

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA
Municipal corporation

Alison Ratkovic

Alison Ratkovic, City Clerk



[Signature]

Leah S. A. Freeman,
Vice Mayor - Commissioner

(SEAL)

★ Date: *Aug. 27, 2012*

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]

Ronald W. Brown, City Attorney