

**INTERLOCAL AGREEMENT BETWEEN
COLLIER COUNTY, FLORIDA AND THE CITY OF NAPLES, FLORIDA
REGARDING ARTERIAL MONITORING CAMERAS**

THIS Interlocal Agreement to provide Arterial Monitoring Cameras ("AMC") for installation at traffic signals (hereinafter referred to as the "Agreement") is made and entered into on this 23 day of September, 2014, by and between the CITY OF NAPLES, whose mailing address is 380 Riverside Circle, Naples, FL 34102, (hereinafter referred to as "City"), and COLLIER COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 3299 Tamiami Trail East, Naples, Florida 34112.

WHEREAS, on May 1, 2014, the County entered into a Joint Participation Agreement (the "JPA") with the Florida Department of Transportation ("FDOT") wherein FDOT agreed to compensate and reimburse the County for its procurement of one hundred and twenty-one (121) AMCs for traffic signals in Collier County as part of FDOT's Five Year Work Program during its 2013/14 Fiscal Year known as FM# 430872-1-93-01 (see JPA attached hereto as Exhibit "A"); and

WHEREAS, as part of FDOT Project FM# 430872-1-93-01, nine (9) of the AMCs procured for installation on the State Highway System are to be installed at intersections located within the jurisdictional boundaries of the City of Naples; and

WHEREAS, FDOT has no means to directly provide City with the AMC's, the County is acting as a conduit to provide the City those nine (9) AMCs to install and maintain in the future at the various designated traffic signal locations referenced herein; and

WHEREAS, the County and City wish to enter into this Interlocal Agreement (hereinafter, the "Agreement") to memorialize the County's delivery of the AMC equipment to City and the City's duty to install and maintain the AMC equipment following delivery by the County; and

WHEREAS, the County and City have determined and mutually agree that it is mutually advantageous and in the best interest of the public to consummate this Agreement.

NOW THEREFORE, in consideration of these premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, it is agreed by and between the parties as follows:

1. All of the above RECITALS are true and correct and are hereby expressly incorporated herein by reference as if set forth fully below, and all Exhibits referenced herein are made a part of this Agreement.

(CA)

2. County and City agree to do all things which may be required to give effect to this Agreement immediately as such requirement is made known to them or they are requested to do so, whichever is the earlier.

3. County agrees, represents and warrants the following:

(a) County has full right, power and authority to enter into, execute and perform its obligations under this Agreement and to undertake all actions and to perform all tasks required of County hereunder.

(b) County shall provide City with nine (9) AMCs, which were procured from Express Supply, Inc. on August 7, 2014 (invoice number 89772), with funds to be reimbursed to the County by FDOT pursuant to that JPA relating to FM# 430872-1-93-01; for installation by the City at the following intersection locations:

1. US 41 @ Golden Gate Parkway
2. US 41 @ Central Avenue
3. US 41 @ 5th Avenue South
4. US 41 @ Goodlette-Frank Road
5. US 41 @ Sandpiper Street
6. US 41 @ 3rd Avenue South
7. US 41 @ Davis Blvd. Road
8. US 41 @ Neopolitan Way
9. US 41 @ Park Shore Drive

The serial numbers of the nine AMCs to be provided for those locations, in no particular order, is as follows:

1. SN:094644030733110008
2. SN:094644030913410129
3. SN:094644030907460101
4. SN:094644030949640080
5. SN:094644030949640037
6. SN:094644030949640064
7. SN:094644030949640058
8. SN:094644030949640017
9. SN:094644030949640071

(c) Within five (5) days of receipt of written notice from County that the AMCs are available to pick up, City shall contact the below designated County employee to arrange to pick up of the AMC equipment at:

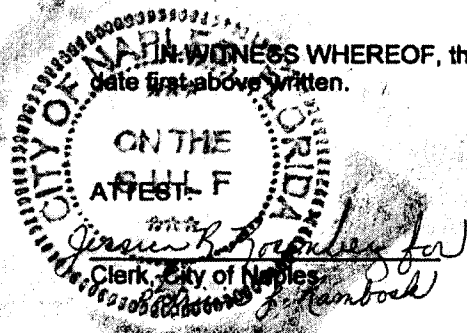
Collier County Traffic Operations Warehouse
Attn: Anthony Khawaja, Chief Engineer Traffic Operations
2885 S. Horseshoe Drive
Naples, FL 34104

- (d) Title to the AMC equipment and risk of loss shall pass to City upon receipt. City shall be solely responsible for securing and inspecting the AMC equipment at the point of receipt, and County shall have no liability for damage occurred in their loading, shipment or unloading.
 - (e) Upon the City's receipt of the AMC equipment, County shall not bear any future cost or responsibility for their installation, subsequent care and maintenance.
 - (f) City shall be responsible for installing the AMC at the above identified intersections no later than 180 days after taking receipt from the County.
4. City agrees, represents and warrants the following:
- (a) City has full right, power and authority to enter into, execute and perform its obligations under this Agreement and to undertake all actions and to perform all tasks required of City hereunder.
 - (b) Upon receipt of written notice from the County that the AMC equipment is available, the City shall arrange to pick up the AMC equipment from County within no more than five (5) days.
 - (c) City shall be responsible for securing and inspecting the AMC equipment at the point of receipt, and County shall have no liability for damage occurred in their loading, shipment or unloading.
 - (d) Upon the City's receipt of the AMC equipment, City shall be responsible for all costs pertaining to installing the AMC equipment at the intersections identified in numbered paragraph 3(b) above and for all costs relating to their subsequent care and maintenance. Installation shall occur no later than one hundred eighty (180) days after taking receipt from the County.
 - (e) The City agrees that it shall make no deviation from the terms of this agreement, including the specific designation for placement of the AMC equipment at the nine (9) specified intersections.

5. City and County mutual agree and represent:

- (a) This Agreement and the terms and provisions hereof shall be effective as of the date this Agreement is executed by both parties and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, successor trustees, and/or assignees, whenever the context so requires or admits and shall terminate upon the completion of services and responsibilities mutually performed by City and County.
- (b) This Agreement shall only be amended or cancelled by mutual written consent of the parties hereto or by their successors in interest.
- (c) Should any part of this Agreement be found to be invalid, then such invalid part shall be severed from the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and not be affected by such invalidity.
- (d) Failure to timely install and maintain the AMC equipment as required by the City herein could subject the City to damages and/or all other available legal remedies available to County to enforce the terms of this Agreement.
- (e) This Agreement is governed and shall be construed in accordance with the laws of the State of Florida.
- (f) Time is of the essence if carrying out the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.



AS TO THE CITY OF NAPLES:

[Handwritten signature]

Approved as to form and
legality:

[Handwritten signature]

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA
Dwight E. Brock, Clerk
[Signature]
Deputy Clerk
Attest as to Chairman's
signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA
BY: *[Signature]*
TOM HENNING, Chairman

Approved as to form and
legality

[Signature]
Scott R. Teach
Deputy County Attorney

CAO

581