

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT

FOR

TRAFFIC LIGHT MAINTENANCE AND OPERATION SERVICES

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

CITY OF TAMPA

Board Date: December 5, 2019

HILLSBOROUGH COUNTY AVIATION AUTHORITY
AMENDMENT NO. 1 TO
INTERLOCAL AGREEMENT FOR TRAFFIC LIGHT MAINTENANCE AND OPERATION SERVICES

THIS AMENDMENT NO. 1 to the Interlocal Agreement for Traffic Light Maintenance and Operation Services (Agreement) dated January 21, 2015, by and between Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida (Authority), and the City of Tampa, a municipal corporation of the State of Florida (City), (collectively the Parties), is entered into this ____ day of December, 2019.

WITNESSETH:

WHEREAS, on January 21, 2015, Authority and City entered into the Agreement for the City to provide maintenance and operation services and repairs for all of the traffic signal vehicle control devices located at Tampa International Airport (Airport); and

WHEREAS, pursuant to Section 3.05, Renewal Option, of said agreement, Authority desires to exercise the one, five-year renewal option revising the end date of the Agreement to January 20, 2025; and

WHEREAS, the City desires to amend other provisions of the Agreement, including Attachment B, Fees and Payments; and

WHEREAS, City agrees to continue to provide the services to Authority in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Amendment No. 1 renews the Agreement, under the same terms and conditions, as amended herein, for the period of January 21, 2020 through January 20, 2025.
3. Article 11, Non-Discrimination/Affirmative Action is deleted in its entirety and replaced with the following:

During the performance of this Agreement, City, for itself, its assignees and successors in interest, agrees as follows:

11.01 City will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal

Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

11.02 Civil Rights. City, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. City will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, City, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and

private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- I. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, City must take reasonable steps to ensure that LEP persons have meaningful access to City's programs (70 Fed. Reg. at 74087 to 74100); and
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits City from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 11.03 In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by City of City's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 11.04 City will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of City is in the exclusive possession of another who fails or refuses to furnish this information, City will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 11.05 In the event of City's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to City under this Agreement until City complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.

- 11.06 City will include the provisions of Paragraphs 11.01 through 11.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. City will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event City becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, City may request Authority to enter into such litigation to protect the interests of Authority and, in addition, City may request the United States to enter into such litigation to protect the interests of the United States.
- 11.07 City assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to City, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. City, if required by such requirements, will provide assurances to Authority that City will undertake an affirmative action program and will require the same of its subconsultants.
4. Article 12, Dispute Resolution, Section 12.02, Resolution of Claims Disputes, is deleted in its entirety and replaced with the following:

Section 12.02 Resolution of Claims and Disputes

- A. Notwithstanding the language in Section 12.01 above, if either party to this Agreement has reason to believe that it or the other party is in default of any provision of this Agreement, the party shall promptly notify in writing the other party. Such notification shall specify in reasonable detail the facts and circumstances constituting the alleged default. Promptly upon receipt of such notification, the Parties shall consult with each other as to what steps shall be taken to cure the alleged default or to mitigate or remedy the consequences thereof.
- B. If necessary to maintain public safety, City will proceed with the work relating to the alleged default that is the subject of the claim or dispute.
- C. Prior to the initiation of any litigation to resolve claims or disputes between the Parties, the Parties will (1) make a good faith effort to resolve any such claim or dispute by negotiation between representatives with decision-making power, and (2) mediate the claim or dispute with a mediator approved by both the City and Authority. Both negotiation and mediation are a condition precedent to litigation.

5. Article 29, Compliance with Public Records Law, is hereby added to the Agreement and states:

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O.BOX 22287, TAMPA FL 33622.

City agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the services contemplated by this Agreement.
 - B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement.
 - D. Upon completion of this Agreement, keep and maintain public records required by Authority to perform the services. City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.
6. Attachment B, Fees and Payments is deleted in its entirety and is replaced with Revised Attachment B, Fees and Payments, which is attached hereto and incorporated herein by reference.
7. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed. The Agreement and this Amendment No. 1 represent the entire understanding between the Parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both Parties.

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IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 2019.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST:

, Secretary

BY:

, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS:

Signature

Printed Name

Approved as to form for legal sufficiency:

BY:

David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, in the capacity of Chairman of the Board of Directors and _____, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

CITY OF TAMPA

Signed in the Presence of:

BY:

Signature

Witness

Mayor, Jane Castor

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

CITY OF TAMPA

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by

_____ in the capacity of _____,
(Individual's Name) (Individual's Title)

at _____, a corporation, on its behalf _____
(City Name) (He is / She is)

_____ known to me and has produced _____
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

REVISED
ATTACHMENT B
FEES AND PAYMENTS

1. Annual Rates

Location	Description	Qty	Year 1	Year 2	Year 3	Year 4	Year 5
A	Intersection of George J. Bean Parkway and Airport Service Road	1	\$4,847	\$4,944	\$5,043	\$5,144	\$5,247
B	Intersection of Airport Service Road and Bessie Coleman Parkway	1	\$4,847	\$4,944	\$5,043	\$5,144	\$5,247
C	Pedestrian Crossing on Airport Service Road	1	\$4,847	\$4,944	\$5,043	\$5,144	\$5,247
D	Intersection of Airport Service Road and Economy Parking Garage	1	\$4,847	\$4,944	\$5,043	\$5,144	\$5,247
E	Intersection of Bessie Coleman Blvd and Economy Parking Road	1	\$4,847	\$4,944	\$5,043	\$5,144	\$5,247
F	New Intersection - see Attachment C	1	\$4,847	\$4,944	\$5,043	\$5,144	\$5,247
G	New Intersection - see Attachment C	1	\$4,847	\$4,944	\$5,043	\$5,144	\$5,247
H	Closed-Circuit Television Camera	1	\$1,275	\$1,301	\$1,327	\$1,353	\$1,380
I	Closed-Circuit Television Camera	1	\$1,275	\$1,301	\$1,327	\$1,353	\$1,380
Annual Cost			\$36,479	\$37,209	\$37,953	\$38,712	\$39,486

2. Payment and Invoicing

Maintenance operation and repair services for the traffic signal vehicle control devices and associated Closed-Circuit Television (CCTV) Cameras will be invoiced on an annual basis beginning on the commencement of the Agreement and payable annually thereafter on the Agreement anniversary dates per the above Annual Rates in Section 1. New traffic signal vehicle control devices and CCTV Cameras, accepted for maintenance by the City as part of this Agreement in accordance with Attachment A, Scope of Work, Paragraph 11, will be invoiced on a pro-rated basis in accordance with the above Annual Rates in Section 1 for the months operational in the remainder of the Agreement year.

Additionally, for the entirety of the Agreement, if there is any Extra Work as described in Attachment A to the Agreement, Authority will reimburse City within 45 days upon receipt of City's invoice in the amount agreed to beforehand in the Work Order.

No money shall be payable by Authority for equipment covered hereunder which is permanently taken out of service by Authority upon prior notice to City.

3. Taxes

As between City and Authority, Authority agrees to pay, in addition to the fees herein quoted, the amount of any tax based upon the transfer, use, ownership or possession of the traffic signal vehicle control devices to which this Agreement relates imposed by any law enacted after the date of this Agreement or imposed upon Authority by an existing law. By so agreeing Authority does not in any way admit the validity of any such tax.