

**AGREEMENT
BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE
CITY OF FORT LAUDERDALE FOR THE OPERATIONS AND MAINTENANCE OF AN
INTELLIGENT TRANSPORTATION SYSTEM**

THIS AGREEMENT is entered into as of this ____ day of _____, 20__ by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the “FDOT” and the City of Fort Lauderdale, a political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter referred to as, “City”.

RECITALS

WHEREAS, FDOT and City wish to enter into an Agreement to set a framework for the installation, operation and maintenance of an Intelligent Transportation System (ITS), known as Bluetooth devices (“hereinafter, ITS devices); and

WHEREAS, the City has purchased certain ITS devices and anticipates purchasing additional ITS devices in the future; and

WHEREAS, the City has installed certain ITS devices throughout the City of Fort Lauderdale and anticipates the installation of additional ITS devices by the City throughout the City of Fort Lauderdale; and

WHEREAS, operational tests of the ITS devices will be performed by an FDOT designated Engineer to accept maintenance responsibility of the ITS devices installed by the City of the Fort Lauderdale; and

WHEREAS, the implementation, proper operation, and monitoring of ITS devices is important to meeting regional transportation goals; and

WHEREAS, FDOT and the City recognize the ability to improve system performance through ITS implementation, without significantly impacting traffic circulation; and

WHEREAS, FDOT and the City hereto mutually recognize the need for entering into an Agreement, designating and setting forth the responsibilities of each party;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

The recitals set forth above are true and correct and are hereby incorporated herein.

ARTICLE I – DEFINITIONS

1. **Parties** refer to the CITY and FDOT collectively.
2. **O&M** stands for **O**perations and **M**aintenance.
3. **ITS** stands for **I**ntelligent **T**ransportation **S**ystem. For the purposes of this Agreement, the term ‘ITS device’ refers to Bluetooth (BlueTOAD) devices, as it is the general term for traffic monitoring devices.
4. **Bluetooth Device** refers to the **BlueTOAD (Bluetooth Travel-time Origin And Destination)** devices which have been deployed at the locations specified in Exhibit “A.” attached hereto and incorporated herein. These devices are capable of detecting anonymous Bluetooth signals broadcast from mobile devices to determine accurate travel times and speeds. BlueTOAD devices come in two main types: BlueTOAD Ethernet and BlueTOAD Cellular. The main difference between the two is that the ethernet variety does not require a wireless internet connection nor solar panels to function as intended, as power and online connectivity are both derived from an ethernet cable. BlueTOAD Cellular devices are

capable of wireless internet connectivity and can be powered via a solar panel and external battery if such an option is deemed viable for the location in question.

5. **Major Items** include integral components of an ITS device's functionality, which cost \$250 or more to repair or replace. Such items include the manufactured communication card and solar panel.
 - a. **Solar Panel:** ITS devices deployed in the City of Fort Lauderdale may be powered by solar energy, and as such come equipped with a photovoltaic panel capable of keeping the devices charged and functional.
 - b. **Communication Card:** A manufacturer provided communication and data detection card, that provides wireless communications to nearby Bluetooth-enabled devices.
6. **Minor Items** include incidental components of the ITS devices which cost less than \$250 to repair or replace. Such items include PoE cables, Cat5 cable connectors, cellular cards, solar regulators, antennae, wiring, connections, and batteries.
 - a. **PoE Cable** refers to the **Power over Ethernet** cable which may be used as an alternative to solar power. This is the main power option for BlueTOAD Ethernet devices, and may also be used for BlueTOAD Cellular devices, should solar energy prove unviable in a given location.
 - b. **Solar Regulator:** a small box consisting of solid-state circuitry that is placed between a solar panel and a battery. Its function is to regulate the amount of charge coming from the panel that flows into the deep cycle battery bank in order to prevent the batteries from becoming overcharged.
 - c. **Cat5 connector:** **Cat5** stands for **Category 5** and is a type of network cabling consisting of four twisted copper wire pairs that end RJ45 connectors. Cat-5 cables support up to 100 MHz frequencies to 1000 Mbps speeds and are typically used in BlueTOAD devices.
 - d. **Cellular Card:** also referred to as a Cellular Modem, these devices are capable of adding 3G or 4G LTE cellular connectivity to the ITS devices which require such functionality. Such modems are typically built onto the Communication Card but can be replaced separately from the Communication Card itself.
 - e. **Antennae:** All BlueTOAD devices come equipped with an environmental Bluetooth antenna, while the cellular-enabled ones will also require additional antennae in order to enable GSM and GPS capabilities, respectively.
 - f. **Battery:** BlueTOAD Cellular devices with photovoltaic power require an external battery in order to stay powered. When fully charged, this battery is able to provide 7 days' worth of power to the device in the absence of sufficient sunlight.
 - g. **Wiring:** The system has several, industry standard, wiring contained within the unit. The purpose is to connect the solar regulator or the PoE cables for power needs or communication. The wiring varies in gauges but is not a major component.
 - h. **Connections:** Supporting the wiring to power or provide communication inside the unit, are wire connections which tie the wiring to the hardware. These connections are industry standard wiring connectors made of approved metal materials. Typically, off the shelf materials which are supported by maintaining agencies. The connections are typically crimped or soldered based on the equipment, wiring and requirements.

ARTICLE II - PROJECT DESCRIPTION

The purpose of the project is to implement and maintain the functionality of seven (7) ITS devices located on State Road 736 (Davie Blvd), State Road A1A (SE 17th St), State Road 5 (Federal Hwy), and State Road 84 (Marina Mile Blvd) within the City of Fort Lauderdale. Maintenance shall include payment of maintenance fees, cellular service costs, and major replacement costs, as set forth in Article III – Functions.

The CITY will purchase the ITS devices. FDOT agrees to perform operational tests by an FDOT designated Engineer to accept maintenance responsibility. If the equipment is listed on the Department's Approved Product List (APL), the Engineer may verify the APL Certification number in lieu of the operational tests.

The CITY shall provide FDOT access to data produced by the units regardless of jurisdictional deployments.

The CITY will provide inventory tags on the equipment prior to deployment or post-deployment and FDOT will provide the maintenance inventory tags on the subjected devices for maintenance tracking capabilities.

ARTICLE III – FUNCTIONS

FDOT agrees to maintain ITS devices through the following functional areas in the City of Fort Lauderdale, as depicted in Exhibit "A", attached hereto and incorporated herein:

A. Corridors and Intersections

1. Intersections

ITS Devices that have been deployed by the CITY at the following intersections:

- SR 736 / Davie Blvd at SW 15th Ave
- SR 736 / Davie Blvd at SW 4th Ave
- SR 736 / Davie Blvd at SR 5 / Federal Hwy
- SR A1A / SE 17th St at Eisenhower Blvd
- SR 5 / Federal Hwy at SE 17th St
- SR 5 / Federal Hwy at SR 84 / Marina Mile Blvd
- SR 84 / Marina Mile Blvd at SW 4th Ave

2. Adding Corridors and/or Intersections

Additional corridors and/or intersections may be added to this Agreement or current corridors amended by mutual agreement of the Parties.

B. Management, Maintenance and Monitoring

Maintenance and Management

- a. The City of Fort Lauderdale paid four years of cellular service costs from September 20th, 2019, until September 17th, 2023. Commencing September 18, 2023, FDOT agrees to pay cellular service costs throughout the term of this Agreement.
- b. The City of Fort Lauderdale is responsible for major replacement costs, including the manufactured communication card and solar panel.

- c. FDOT is responsible to repair or replace minor items.
- d. FDOT is responsible for the installation of replacement parts including minor parts and major components. The CITY is responsible for purchasing the required equipment which needs replacing. The CITY is responsible for replacing the ITS device at the end of the device's life.
- e. FDOT is responsible for on-going equipment maintenance when necessary to ensure the ITS device functions as anticipated by the FDOT ITS management plan.
- f. During regular maintenance and performance checks of intersections, FDOT will be responsible for ensuring that the ITS device configurations are re-entered or maintained.
- g. FDOT will be responsible for follow-up maintenance checks where problems have been identified by the CITY and/or FDOT.

ARTICLE IV – TERM

The term of this Agreement shall be for a period of ten (10) years commencing on the effective date, unless terminated earlier pursuant to Article V. The effective date is the date when the last party has executed this Agreement.

ARTICLE V - MEETINGS, MODIFICATIONS, & TERMINATION

Scheduled Meetings

The Parties to this Agreement agree to meet per request of each party to review the monitoring reports produced by FDOT and discuss the status and any potential changes or expansion of the system.

Amendments

This Agreement may be amended only by written document executed by the parties with the same formality and of equal dignity herewith.

Termination

This Agreement may be terminated by either party for any reason whatsoever after ninety (90) days' written notice of such intent to terminate has been provided to the other party.

ARTICLE VI - LIABILITY, INSURANCE & INDEMNIFICATION

Liability

Each party agrees to be fully responsible for its own acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to nor shall be construed as a waiver of either party of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

Insurance

Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each party is insured or self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability, Auto Liability, and Workers'

Compensation, including Employer's Liability (with benefits in accordance with Chapter 440 Florida Statutes) coverage.

Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.

Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

No activities under this Agreement shall commence until the required letter of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party.

ARTICLE VI – GENERAL CONDITIONS

1. All obligations of FDOT under the terms of this Agreement are subject to the appropriation of the required resources by FDOT and the approval of FDOT Management.
2. This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
3. For purposes of this Agreement, the relationship of the Parties is that of independent entities and not as agents of each other or as joint ventures or partners. The Parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.
4. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
5. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement.
6. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each Party has signed one such counterpart.
7. Each person signing this Agreement represents that they have the authority to execute this Agreement.
8. All notices, demands, requests or other communications hereunder shall be sent in writing to the other part and delivered via mail (postage prepaid), commercial courier, personal delivery, or electronic means, to the addresses listed below and shall be effective upon receipt. The following person are designated to receive notice, demands, and any other communication pertaining to this Agreement.

AS TO FDOT:

Nicole L. Forest
TSM&O Resource Manager
Regional Transportation Management Center (RTMC)
Florida Department of Transportation, District Four
2300 W. Commercial Blvd.
Fort Lauderdale, FL 33309

AS TO CITY:

Ben Rogers
Director of the Transportation and Mobility Department
City of Fort Lauderdale
290 NE 3rd Avenue
Fort Lauderdale, FL 33301

WITH COPY TO:

Christopher J. Lagerbloom, ICMA-CM, City Manager
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301

9. Each party shall retain all records related to this Agreement and any Services provided hereunder in accordance with the State of Florida public records retention law and applicable Federal rules and regulations. Each party shall have access to such records, for the purposes of inspection and audit, until such time as the law allows said records to be destroyed.

10. The FDOT and the City shall each:

- A. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the FDOT or the City during the term of the agreement; and
- B. Expressly require any subcontract that subcontractors performing work or providing services pursuant to the state/city contract to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the agreement term.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the day and year first above written.

CITY

CITY OF FORT LAUDERDALE, FLORIDA

By: _____
DEAN J. TRANTALIS
Mayor

____ day of _____, 2022

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

By: _____
CHRISTOPHER J. LAGERBLOOM, ICMA-CM
City Manager

____ day of _____, 2022

(SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:
ALAIN E. BOILEAU, City Attorney

By: _____
KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Executive Secretary

By: _____
Transportation Development Director

_____ day of _____, 20____

(SEAL)

Approval:

By: _____
Office of the General Counsel (Date)

Exhibit A- Deployed ITS devices by City of Fort Lauderdale

No.	Device ID	Location	Power	Communication	Mounting	City of Fort Lauderdale Inventory ID
1	1556726	SR 736/ Davie Blvd @ SW 15 th Ave	Solar	Cellular	Signal Support	
2	1543038	SR 736/ Davie Blvd @ SW 4 th Ave	Solar	Cellular	Signal Support	
3	1535131	SR 736/ Davie Blvd/ @ SR 5/Federal Hwy	Solar	Cellular	Signal Support	
4	1554054	SR A1A/ SE 17 St @ Eisenhower Blvd	Solar	Cellular	Signal Support	
5	1545749	SR 5/Federal Hwy @ SE 17 th St	Solar	Cellular	Signal Support	
6	1548378	SR 5/Federal Hwy @ SR 84/ Marina Mile Blvd	Solar	Cellular	Signal Support	
7	1535148	SR 84/ Marina Mile Blvd @ SW 4th Ave	Solar	Cellular	Signal Support	