

**FDOT Non-Motorized Traffic Monitoring Program  
Short-Term Counting Hardware (or Short-Term Count)**

**Memorandum of Agreement**

This Memorandum of Agreement, hereinafter referred to as the “Agreement” is made and entered into on the last date executed below, by and between the Florida Department of Transportation, an agency of the State of Florida, hereinafter referred to as the “Department”, and the City of Fort Lauderdale, a Florida municipality, hereinafter referred to as the “City of Fort Lauderdale”.

RECITALS:

- A. WHEREAS, the Department seeks to establish a statewide Non-Motorized Traffic Monitoring Program (the “Program”) and seeks to continue the expansion of the Program; and
- B. WHEREAS, the City of Fort Lauderdale has agreed to participate in the Program by assuming certain responsibilities in the matter and to the extent set out in this Agreement; and
- C. WHEREAS, the City of Fort Lauderdale acknowledges that it benefits from the installation of a non-motorized counting device (“Equipment”) in its vicinity; and
- D. WHEREAS, the Department is authorized under Section 334.044, Florida Statutes, to enter into contracts and agreements.

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

**1. GENERAL PROVISIONS**

- 1.1.** The Department may select any vendor with which it has established agreements or contracts and who is qualified and approved to perform the work described in this Agreement. The City of Fort Lauderdale may delegate the performance of its obligations under this Agreement, upon prior written approval from the Department, to an agent who is qualified and approved by the Department to perform the work, which may include a local government member and/or consultant of the City of Fort Lauderdale.
- 1.2.** The Department will provide technical oversight to City of Fort Lauderdale, which may include but is not limited to, site selection and technical assistance with equipment and software. The City of Fort Lauderdale must provide a primary contact for the program to the Department upon signing this Agreement.
- 1.3.** The Department will work with the City of Fort Lauderdale and/or its agent to complete the first installation of the non-motorized counter (“Equipment”) as a form of training to the City of Fort Lauderdale and/or its agent. Any additional Equipment will be installed by the City of Fort Lauderdale and/or its agent, with installation support from the Department as needed.

- 1.4. Failure on the part of the City of Fort Lauderdale to comply with any of the provisions of this Agreement will be grounds for the Department to terminate its participation, regain possession of the Equipment from the City of Fort Lauderdale and if applicable, seek repayment for any damages done to the Equipment beyond standard wear and tear.
- 1.5. Any amendments to this Agreement or its terms will be agreed upon in writing by all parties prior to being implemented. The Department may delegate the approval of these amendments to the Manager of the Department's Transportation Data Analytics (TDA) Office.

## **2. SCOPE OF PROJECT**

- 2.1. The City of Fort Lauderdale and/or its agent shall be responsible for providing installation approval and access to the proposed short-term count locations. The City of Fort Lauderdale, at its sole expense, shall install, monitor, and inspect the Equipment. All short-term count locations must be identified and selected in accordance with the Department's Non-Motorized Traffic Monitoring Program. The City of Fort Lauderdale will submit a list of potential sites to the Department for written approval prior to the installation of any Equipment. Both parties will provide access to data collected through the Equipment. At the conclusion of the project, the City of Fort Lauderdale will return the Equipment, and other related hardware, to the Department.
- 2.2. The Department, at its sole expense, will provide the City of Fort Lauderdale with the Equipment and other hardware which shall adhere to the following specifications:
  - Capture non-motorized travelers using infrared detectors.
  - Capture bicycles using bicycle only road tubes.
  - Measure the direction of travel of cyclists.
  - Transmit data wirelessly or are required to have data downloaded and sent to the Department.
  - Do not have any speed restrictions on capturing data.
  - Record count data at 1-hour intervals for a minimum of 2 weeks per location.
  - May be removed using readily available tools and street maintenance equipment.
  - Include necessary supporting installation equipment such as any enclosure box, screws, cables, nails, road tape etc.
  - Include an enclosed secure box or structure with key entry or another unlocking device included.
  - Include any necessary cords to connect a field computer or other mobile device to the count device.
  - Include a minimum 1-year manufacturer's and/or seller's warranty for all Equipment and software.
  - Include a manual describing installation procedures, specifications, and maintenance instructions.
  - The Equipment is contained by a waterproof design.
  - The Equipment has a battery life of 2 years minimum.
  - The Equipment has data compatibility with Microsoft Office Excel (v2010 or later).

## **3. ROLES AND RESPONSIBILITIES**

### **3.1. City of Fort Lauderdale Responsibilities**

1. Locate Utilities, if necessary, for Equipment installation.

2. Set up and manage traffic control, if necessary, for Equipment installation.
3. Clean up site.
4. Approve Equipment installation locations.
5. Meet Department staff on site during Equipment installation training and install, inspect, and monitor Equipment according to technical oversight provided by the Department.
6. Provide the Department with pictures of the first Equipment installation and removal procedure and all subsequent Equipment installation and removal performed during the term of this Agreement.
7. Retrieve and submit data to Department in accordance with Department guidelines.

### **3.2. Department Responsibilities**

1. Conduct Equipment test prior to field deployment.
2. Deliver Equipment to be installed to City of Fort Lauderdale.
3. Test for environmental interference with Equipment.
4. Determine final Equipment placement.
5. Provide Equipment installation and removal training to City of Fort Lauderdale and/or its agent.
6. Conduct diagnostics/compile logger information after installation.
7. Equipment maintenance which may include battery upkeep and replacement of Equipment parts such as screws, nails, hoses, and roadway tape.

### **3.3. Responsibilities for both parties during installation of first Equipment**

1. Bring installation Equipment, which may include: hammer, tape measure, rake, broom, road tape, cones, safety vests, etc.
2. Provide bicycle for testing during Equipment installation training.
3. Provide laptop for finalizing and testing the Equipment.

## **4. CONTRACT TERM; TERMINATION**

- 4.1. This Agreement shall be for a period of five (5) years. Either party may terminate this Agreement at any time with a thirty (30) day written notice of intent to terminate.
- 4.2. In the event of termination, the City of Fort Lauderdale will return all Equipment, and other related hardware, to the Department within seven (7) calendar days of equipment removal. The City of Fort Lauderdale shall not be liable for any damage to the Equipment if the City of Fort Lauderdale has provided the Department with pictures of the Equipment installation and removal and the Department determines the Equipment was installed and removed properly.

## **5. RIGHT TO INSPECT**

- 5.1. The Department shall have the right to inspect, test, approve or reject, any portion of the work being performed by the City of Fort Lauderdale or its agent(s) to ensure compliance with the provisions of this Agreement. Any deficiencies inconsistent with the Department's data collection protocols or Non-Motorized Travel Monitoring Handbook and specifications found during an inspection must be corrected within 48 hours.

## 6. CONTRACTOR COMPLIANCE

- 6.1. The "City of Fort Lauderdale" will be responsible for ensuring that its agent(s) and contractor(s) comply with all terms of this Agreement and any instructions issued by the Department as a result of any review or inspection made by Department representatives.

## 7. INDEMNIFICATION

- 7.1. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The City of Fort Lauderdale agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement."

## 8. NOTICES

- 8.1. Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following address:

If to DEPARTMENT:

State of Florida Department of Transportation  
605 Suwannee Street  
Tallahassee, FL  
FDOT Transportation Data and Analytics Office  
Attention: Joey Gordon/Eric Griffin

If to the CITY OF FORT LAUDERDALE:

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

With Copy to:

City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

With Copy to:

Transportation and Mobility Department  
City of Fort Lauderdale  
290 NE 3<sup>rd</sup> Avenue  
Fort Lauderdale, FL 33301  
Attn: Department Director

IN WITNESS WHEREOF, each of the undersigned parties has caused its duly authorized representative to execute this Memorandum of Agreement.

City of Fort Lauderdale

SIGNED BY: \_\_\_\_\_  
NAME: Christopher J. Lagerbloom, ICMA-CM  
TITLE: City Manager  
DATE: \_\_\_\_\_

ATTEST TO:

Approved as to legal form:  
City Attorney Alain Boileau

BY: \_\_\_\_\_  
NAME: Jeffrey Modarelli  
TITLE: City Clerk

BY: \_\_\_\_\_  
NAME: Kimberly Cunningham Mosley  
TITLE: Assistant City Attorney

FLORIDA DEPARTMENT OF TRANSPORTATION

TRANSPORTATION DATA AND ANALYTICS OFFICE MANAGER:

SIGNED BY: \_\_\_\_\_  
NAME: Ed Hutchinson  
DATE: \_\_\_\_\_

LEGAL REVIEW: \_\_\_\_\_  
DATE: \_\_\_\_\_