

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 10, 2007

Consent Regular
 Ordinance Public Hearing

Department:

Submitted By: Engineering & Public Works Department
Submitted For: Traffic Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to Approve: The First Amendment to Resolution 2006-0813, a Research Agreement with the University of Florida (UF) to provide software services to develop additional phases for the new Traffic Crash Data Entry, Query, Reporting, and Mapping System approved on May 16, 2006.

Summary: This Research Agreement provides for the development of additional phases for the new Traffic Crash Data Entry, Query, Reporting, and Mapping System. Some of the software development phases involve close coordination with the County Information Systems Services (ISS) Department. This coordination requires more time than previously envisioned. This Amendment will extend the date for completion of the work from March 1, 2007 to December 31, 2007. Except for the time extension, all terms and conditions of the Agreement remain in full force and effect.

District: Countywide (L.B.)

Background and Justification: The Board approved a Research Agreement with UF to provide software services to develop the initial phases of the new Traffic Crash Data Entry, Query, Reporting and Mapping System. The Board later approved a second Agreement with UF to develop additional phases in the system, which were not included in the first Agreement, for a total cost not to exceed \$20,000 (R2006-0813). The development of some of the additional phases in the second Agreement requires close coordination between UF and ISS. This coordination is taking more time than originally estimated. This First Amendment will extend the end of the contract period for the second Agreement from March 1, 2007 to December 31, 2007, with no additional cost to the County. Except for the time extension, this First Amendment will not change any of the terms and conditions of the second Agreement.

Attachments:

1. First Amendment to the Agreement (2)
 2. Copy of Agreement R2006-0813
 3. Letter from the University of Florida requesting Contract Amendment
-
-

Recommended by: Ma. Jan. Musberg
Division Director

03/02/07
Date

Shula

Approved by: By J. Webb
County Engineer

3/14/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
 Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R. Ward 2/27/07

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 3-15-07
 OFMB
 3-15-07
 [Stamp] 03/14/07

[Signature] 3/15/07
 Contract Dev. and Control
 3/15/07

B. Approved as to Form and Legal Sufficiency:
[Signature]
 Assistant County Attorney

This amendment complies with our review requirements.
 This Amendment is retroactive in nature.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**FIRST AMENDMENT TO AGREEMENT FOR SOFTWARE SERVICES BETWEEN
PALM BEACH COUNTY AND
THE UNIVERSITY OF FLORIDA, BOARD OF TRUSTEES**

This First Amendment to Agreement for Software Services is made as of _____, between Palm Beach County, Florida, a political subdivision of the State of Florida (hereinafter County), and University of Florida Board of Trustees, an educational institution of the State of Florida, located at 219 Grinter Hall, Gainesville, FL 32611 (hereinafter University).

RECITALS

WHEREAS, the County and the University entered into an Agreement to provide Software Services (hereinafter Contract) on May 16, 2006 (R2006 0813) to develop additional phases for the new Traffic Crash Data Entry, Query, Reporting, and Mapping System; and

WHEREAS, the County and the University desire to further amend the completion date of that Contract to allow work to continue until December 31, 2007.

NOW, THEREFORE, in consideration of their mutual covenants contained herein, the County and University hereby agree to amend the Contract as follows:

Article 1. Section 1.2 of the Contract, regarding the contract period, is hereby amended to change the completion date from March 1, 2007 to December 31, 2007.

Article 2. This amendment shall be retroactive to March 1, 2007.

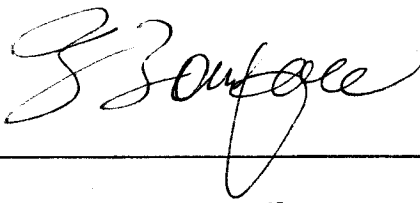
Article 3. Except as specifically set forth herein, all terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day and year first written above.

COUNTY:
PALM BEACH COUNTY, FLORIDA,
a Political Subdivision
of the State of Florida
BOARD OF COUNTY COMMISSIONERS

UNIVERSITY OF FLORIDA:

BY: _____
Chair

BY: 
Title: _____
Brandi K Boniface
Assistant Director of Research

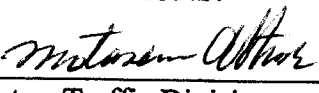
ATTEST:
Sharon R. Bock,
Clerk & Comptroller

BY: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:

BY:  *for Dan Weisberg*
Director, Traffic Division

R2006-0813

RESEARCH AGREEMENT

THIS AGREEMENT effective this day of **MAY 16 2006** by and between **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**, with offices located at 301 N. Olive Avenue, West Palm Beach, FL 33401, (hereinafter referred to as "Sponsor") and the **UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**, an educational institution of the State of Florida ("University"), located at 219 Grinter Hall, Gainesville, FL 32611.

WITNESSETH

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to University and to Sponsor, will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and may derive benefits for both Sponsor and University through inventions, improvements and/or discoveries;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

Article 1 - Definitions

As used herein, the following terms shall have the following meanings:

- 1.1 "Project" shall mean the description of the project described in Appendix A hereof, under the direction of Dr. Ilir Bejleri, as principal investigator (University project director).
- 1.2 "Contract Period" is the date first hereinabove written through March 1, 2007, subject to budget availability.
- 1.3 "University Intellectual Property" shall mean individually and collectively all inventions, improvements and/or discoveries which are conceived and/or made by one or more employees of University in performance of Project.

Article 2 - Research Work

- 2.1 University shall commence the performance of Project promptly after the effective date of this Agreement, and shall use reasonable efforts to perform such Project substantially in accordance with the terms and conditions of this Agreement. Anything in this Agreement to the contrary notwithstanding, Sponsor and University may at any time amend Project by mutual written agreement.
- 2.2 In the event that the Principal Investigator becomes unable or unwilling to continue Project, and a mutually acceptable substitute is not available, University and/or Sponsor shall have the option to terminate said Project.

Article 3 - Reports and Conferences

- 3.1 Written program reports shall be provided by University to Sponsor every three months, and a final report shall be submitted by University within thirty (30) days of the conclusion of the Contract Period, or early termination of this Agreement.
- 3.2 During the term of this Agreement, representatives of University will meet with representatives of Sponsor at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or changes therein, of Project to be performed hereunder.

Article 4 - Costs, Billings and Other Support

- 4.1 It is agreed to and understood by the parties hereto that, subject to Article 2, total costs to Sponsor hereunder shall not exceed the sum of Twenty Thousand Dollars and 00 Cents (\$20,000). Payment shall be made by Sponsor according to Appendix A.

Article 5 - Publicity

- 5.1 Sponsor will not use the name of University, nor of any member of University's Project staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of University. University will not use the name of Sponsor, or any employee of Sponsor, in any publicity without the prior written approval of Sponsor.

Article 6 - Publications

- 6.1 Sponsor recognizes that under University policy, the results of University Project must be publishable and agrees that Researchers engaged in Project shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of Project, provided, however, that Sponsor shall have been furnished copies of any proposed publication or presentation at least three (3) months in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. Sponsor shall have three (3) months, after receipt of said copies, to object to such proposed presentation or proposed publication because there is patentable subject matter which needs protection. In the event that Sponsor makes such objection, said Researcher(s) shall refrain from making such publication or presentation for a maximum of three (3) months from date of receipt of such objection in order for University to file patent application(s) with the United States Patent and Trademark Office and/or foreign patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation.

Article 7 - Intellectual Property

- 7.1 All rights and title to University Intellectual Property under Project shall belong to University and shall be subject to the terms and conditions of this Agreement.
- 7.2 Rights to inventions, improvements and/or discoveries, whether patentable or copyrightable or not, relating to Project made solely by employees of Sponsor shall belong to Sponsor. Such

inventions, improvements, and/or discoveries shall not be subject to the terms and conditions of this Agreement.

- 7.3 University will promptly notify Sponsor of any University Intellectual Property conceived and/or made during the Contract Period under Project. If Sponsor directs that a patent application or application for other intellectual property protection be filed, University shall promptly prepare, file, and prosecute such U.S. and foreign application in University's name. Sponsor shall bear all costs incurred in connection with such preparation, filing, prosecution, and maintenance of U.S. and foreign application(s) directed to said University Intellectual Property. Sponsor shall cooperate with University to assure that such application(s) will cover, to the best of Sponsor's knowledge, all items of commercial interest and importance. While University shall be responsible for making decisions regarding scope and content of application(s) to be filed and prosecution thereof, Sponsor shall be given an opportunity to review and provide input thereto. University shall keep Sponsor advised as to all developments with respect to such application(s) and shall promptly supply to Sponsor copies of all papers received and filed in connection with the prosecution thereof in sufficient time for Sponsor to comment thereon.
- 7.4 If Sponsor elects not to exercise its option or decides to discontinue the financial support of the prosecution or maintenance of the protection, University shall be free to file or continue prosecution or maintain any such application(s), and to maintain any protection issuing thereon in the U.S. and in any foreign country at University's sole expense.

Article 8 - Grant of Rights

- 8.1 Pursuant to Article 7.3, University grants Sponsor the first option, for consideration, a non-exclusive license or an exclusive license with a right to sublicense, on terms and conditions to be mutually agreed upon. The option shall extend for a time period of 90 days from the date of disclosure to Sponsor.

Article 9 - Term and Termination

- 9.1 This Agreement shall become effective upon the date first hereinabove written and shall continue in effect for the full duration of the Contract Period unless sooner terminated in accordance with the provisions of this Article. The parties hereto may, however, extend the term of this Agreement for additional periods as desired under mutually agreeable terms and conditions which the parties reduce to writing and sign. Either party may terminate this agreement upon ninety (90) days prior written notice to the other.
- 9.2 In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within ninety (90) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at this option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

- 9.3 Subject to Article 8, termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall affect the Sponsor's rights and duties under Article 7 hereof, or release the parties hereto from their rights and obligations under Articles 4, 5, 6, 7, 8, and 10.
- 9.4 Unless the University is in breach of this Contract, the University shall be paid for research services through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the UNIVERSITY shall:
- A. Stop work on the date and to the extent specified.
 - B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

Article 10 - Independent Contractor

- 10.1 In the performance of all services hereunder:
- 10.1.1 University shall be deemed to be and shall be an independent contractor and, as such, University shall not be entitled to any benefits applicable to employees of Sponsor;
 - 10.1.2 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

Article 11 - Insurance

- 11.1 University warrants and represents that University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by University, and University has no liability insurance policy as such that can extend protection to any other person.
- 11.2 Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

Article 12 - Governing Law

- 12.1 This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

Article 13 - Assignment

- 13.1 This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.
- 13.2 This Agreement is assignable to any division of Sponsor, any majority stockholder of Sponsor, and/or any subsidiary of Sponsor in which 51 percent of the outstanding stock is owned by Sponsor.

Article 14 - Agreement Modification

- 14.1 Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

Article 15 - Notices

- 15.1 Notices, invoices, communications, and payments hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing:

If to Sponsor

Motasem Al-Turk, Ph.D., P.E.
Assistant Director,
Traffic Division
160 Australian Avenue, Suite 303
West Palm Beach, FL 33406

If to University:

Dr. Thomas E. Walsh, Director
Sponsored Research
University of Florida
219 Grinter Hall
Gainesville, FL 32611-2037

If Technical Matter:

Dr. Ilir Bejleri
Urban & Regional Planning
454 Architecture Building
PO Box 115706
Gainesville, FL 32611

Article 16 – Annual Appropriation

Each party's performance and obligation to pay under this agreement is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year above written.

R2006 0813 MAY 16 2006

PALM BEACH COUNTY, FLORIDA,
a Political Subdivision
of the State of Florida

UNIVERSITY OF FLORIDA

By: *Brandi K Boniface* 4/17/06
Title: **Brandi K Boniface**
Assistant Director of Research

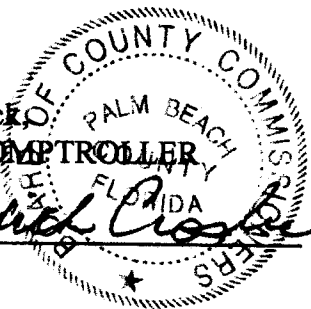
By: ITS BOARD OF COUNTY
COMMISSIONERS

Tony Masilotti
By: Tony Masilotti, Chairman

ATTESTED:

Sharon R. Bock,
CLERK & COMPTROLLER

By: *Sharon R Bock*
Deputy Clerk



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: *Marlene R Pitt*
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:

By: *for Dan Weisberge*
Dan Weisberge, P.E.
Director, Traffic Division

PROJECT EXTENSION for
CRASH DATA ENTRY, QUERY, REPORTING AND MAPPING SYSTEM
for Palm Beach County Engineering and Public Works Traffic Division

1. Introduction

The current SCARS system used by Palm Beach County to enter and analyze the crash data is outdated, has major limitations, doesn't include mapping capabilities and is not integrated with the rest of the County databases. To overcome the above limitations a new system is proposed here.

The new system will be designed to make the entry, query, analysis and mapping of Palm Beach County crash data much more efficient. In consultation with the Advisory Committee assigned by the County for this project, the following functionalities have been determined to be included in the system:

- Data Entry and Modification
- Data Query and Analysis
- Crash Reports and Diagrams
- Crash Mapping

Each of these functions will be developed as a module of an integrated system. The final product will be a software system that will replace the current SCARS system. The data entry operator will login to an internal web page (intranet). The access to this web page will be secured and limited only to authorized users via password protection. The web page will contain a menu system that will allow the users to enter, modify, query the crash data and display the retrieved records on the screen as well as sent them to the printer. In addition users will be able to create reports and crash diagrams that will be displayed on the screen and sent to the printer as needed. In addition, a flexible custom query interface will allow users to create ad-hoc queries. The system will include a web interface, which will allow users to view various GIS data to aid determine more accurately the crash locations.

In addition, this project will explore possibilities of designing the system to be compatible with the Traffic and Criminal Software (TraCS) system in order to support TraCS electronically submitted crash reports.

2. Proposed Tasks

The majority of tasks described above will be accomplished by the contract funded by FDOT. This proposal will address the remaining tasks as follows:

2.1 GIS Web Interface.

The purpose of this task is to provide ability to view the County basic GIS data as a visual reference for the data entry and modification process. This can be seen as a digital atlas that will

facilitate the data entry process, and it will improve the accuracy of the data entry and the overall quality of the crash data. The GIS web interface will be available from a button in the crash data system interface. The user will be able to turn layers on/off, zoom in/out to an area of interest, and use the simple tools to get more information about the street network in the area and other geographic features of interest. The County aerial photography can be used as reference background.

For future reference: this module has great potential for future expansion to a full web-based version including access to the crash data for queries, analysis and mapping by the authorized agencies via intranet.

2.2 Integration with TraCS

Traffic and Criminal Software (TraCS) is an electronic form based system designed for law enforcement and police agencies. TraCS offers a variety of features including recoding of crash data in the field using laptops, printers and strip readers. The crash location can be captured by GPS and the records can be transferred wirelessly to the local database. TraCS Florida is a system adopted by FDOT for data entry using Florida Crash Form. This project will investigate design of the crash data system for the compatibility of TraCS with the specific needs of the County. TraCS compatibility will be explored at all levels of this project to ensure that the database structure, analysis, reporting and mapping can potentially be integrated with TraCS electronic submitted crash reports. This will build the "infrastructure" for the County crash data system for future integration with TraCS at a large scale.

2.3 Assistance for Data Import (OPTIONAL TASK)

In order to maintain access to the past crash data within the new system, the old crash data stored in the SCARS system will be imported in the new system. This task requires various data manipulations to import crash data attributes and special modifications for mapping purposes. The role of the development team for this task will be mainly consultations and some work specific to crash mapping, primarily for the adjustments of the mapping software to improve the automatic matching rate. If manual work will be required for the remaining unmatched data, the actual scope and budget for this part of the task will be developed at that time.

Note: This task is not intended to remove the SCARS system. It will only import the old data into the new system. The old system can be still retained as archive for the old data.

3. Development period

The tasks above will be developed during a period of 10 months. The diagram below shows the development time for each task.

Tasks	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
GIS Web Interface												
Explore Integration with TraCS												
Optional Tasks												
Past Data Import												

Table 1 – Schedule

4. Development team

The system will be developed by a team of faculty, staff and students of University of Florida directed by Dr. Ilir Bejleri. Periodically the Advisory Committee will be involved in meetings with the development team, for feedback and consultations to ensure that the system meets the needs of the County.

5. Budget and Billing

The projected budget needed to develop the proposed tasks includes salaries and fringe benefits for faculty, staff and students, student tuition, CPU time, supplies and travel as needed. Students will be paid rates between 11\$/hour and \$18/hour depending on qualifications and project needs. Staff will be paid rates between \$20/hour and \$26/hour based on qualifications and project needs. Both students and staff will be paid benefits as applicable. Faculty member Ilir Bejleri will be paid using his current University rate of \$38.3/hour plus University rate benefits between 18% and 24% as his work on the project will have to be spread throughout the academic year and summer period. The projected budget is shown in the next page. The rates used for students and staff are average rates in the range mentioned above. The total budget will not exceed the total projected.

The County will be billed periodically upon completion of each task above. A progress report will be submitted for each task along with the invoice. The development team will be in continuous contact with the Advisory Committee to present the progress for each phase of the project.

Projected Budget

Required Tasks	Students (2)						Staff (1)					Faculty (1)					Total
	Rate	Hrs	Labor	Fringe	Tuition	Total	Rate	Hrs	Labor	Fringe	Total	Rate	Hrs	Labor	Fringe	Total	
GIS Web Interface	\$13.5	175	\$2,363	\$0	\$1,900	\$4,263	\$24.0	30	\$720	\$173	\$893	\$38.4	35	\$1,342	\$315	\$1,657	\$6,813
TraCS Integration	\$13.5	80	\$1,080	\$0	\$0	\$1,080	\$24.0	80	\$1,920	\$461	\$2,381	\$38.4	80	\$3,068	\$720	\$3,788	\$7,249
Subtotal Tasks		255	\$3,443	\$0	\$1,900	\$5,343		110	\$2,640	\$634	\$3,274		115	\$4,410	\$1,036	\$5,446	\$14,062
Secretarial							\$19.0	4	\$76	\$6	\$82						\$82
Travel																	\$120
CPU																	\$150
Materials																	\$48
Subtotal																	\$14,462
Univ overhead 25%																	\$3,615
Total required																	\$18,077
Optional																	
Assistance with Data Import												\$35.9	36	\$1,292	\$246	\$1,538	\$1,538
Univ overhead 25%																	\$384
Total optional																	\$1,922
Total project																	\$20,000

6. Development environment

The system will be developed by following the County ISS standards such as ASP.Net, VB, ArcIMS. The end-user interface for data entry/analysis/reporting/diagramming will run on a web browser (Internet Explorer) and it will not require additional software. The data will be stored in the Oracle database in order to be integrated with the existing County databases.

7. Product copyright

The Palm Beach County will have access to the product source code and will have rights to modify the source to meet future needs. The University of Florida retains the copyright of the source code and the right to reuse the code and the knowledge for future work. The terms and conditions of the agreement take precedence over those in this proposal.

8. Technical Support

The obligation of the University of Florida team will be fulfilled after the system has been delivered and tested. Consideration should be given by the decision makers to any technical support that might be needed in the future. At this time, no budget is included for technical support beyond the testing period. Potential technical support is estimated to cost an average of \$45/hour for faculty, \$26/hour for staff and \$16/hour for students.

9. Contact

For more information about this proposal contact the Principal Investigator for this project, Dr. Ilir Bejleri, Assistant Professor with University of Florida, at 954-215-7885 or via email at ilir@ufl.edu.



UNIVERSITY OF FLORIDA

**College of Design, Construction and Planning
Urban and Regional Planning Department**

PO Box 115706
Gainesville FL 32611-5706
(352) 392-0997
Fax (352) 392-3308

Date: February 23, 2007

Re: CRASH DATA ENTRY, QUERY, REPORTING AND MAPPING SYSTEM
Request For No-Cost Time Extension

Motaseem Al-Turk, Ph.D., P.E.
Assistant Director,
Traffic Division
2300 N Jog Road, 3rd Floor
West Palm Beach, FL 33411

Dear Mr. Al-Turk,

I would like to request a no-cost time extension for the agreement between Palm Beach County and the University of Florida dated May 16, 2006 for the referenced project. One component of this project - the GIS digital visual interface - involves close coordination with the County ISS department. This coordination is requiring longer time than what was originally estimated. In order to successfully complete the tasks for this phase of the project I propose to extend the project completion date from March 1, 2007 to December 31, 2007. Please let me know if you have any questions or if you need additional information.

A handwritten signature in cursive script, appearing to read "Ilir Bejleri".

Sincerely,
Ilir Bejleri