

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 18, 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 2007-0459, a Research Agreement with the University of Florida (UF) to provide software services to develop additional features for enhancing the recently developed Traffic Crash Data Entry, Query, Reporting, and Mapping System approved on April 10, 2007.

Summary: This Research Agreement provides for the development of additional features for enhancing the recently developed Traffic Crash Data Entry, Query, Reporting, and Mapping System. One of the software development tasks involves close coordination with Palm Beach County Sheriff's Office (PBSO) to access their scanned crash reports. It also involves close coordination with the County Information Systems Services Department (ISS). This coordination requires more time than previously envisioned. This Amendment will extend the date for completion of the work from December 31, 2007 to December 31, 2008. Except for the time extension, all terms and conditions of the Agreement remain in full force and effect.


District: Countywide (M.R.E.)

Background and Justification: The Board of County Commissioners (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 for a total cost not to exceed \$20,000 (R2006-0813) and a third Agreement to develop additional features for a total cost not to exceed \$26,000 (R2007-0459). The development of some of the additional features in the third Agreement requires close coordination between UF, PBSO, and ISS, which is taking more time than originally estimated. The First Amendment will extend the end of the contract period for the third Agreement from December 31, 2007 to December 31, 2008, 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 third Agreement.

Attachments:

1. First Amendment to the Agreement (3)
2. Copy of Agreement R2007-0459
3. Letter from the University of Florida requesting Contract Amendment

Recommended by: ma Jan nusba
Division Director

11/06/07 
Date

Approved by: De T. Webb
County Engineer

11/27/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2008 | 2009 | 2010 | 2011 | 2012 |
|--------------------------|---------------|------------|------------|------------|------------|
| 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 1201 Dept. 360 Unit 3226 Object 5121
 Program

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

County Transportation Trust Fund
 Traffic Crash Data Entry, Query, Reporting & Mapping System

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R. D Ward 11/5/07

III. REVIEW COMMENTS

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

[Signature] 11-29-07
 OFMB [Handwritten initials and dates: 11/29/07, 11/29/07, 11/29/07, 11/27/07]

[Signature] 12/4/07
 Contract Dev. and Control [Handwritten initials and date: 12/4/07]

B. Approved as to Form and Legal Sufficiency:

[Signature] 12/7/07
 Assistant County Attorney

This amendment complies with our review requirements.

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 April 10, 2007 (R2007 0459) to develop additional features for enhancing the recently developed 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, 2008.

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 December 31, 2007 to December 31, 2008.

Article 2. Except as specifically set forth herein, all terms and conditions of the Contract shall remain in full force and effect.

[Remainder of page left blank.]

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: *[Signature]* 10/26/08
Title: **Brian Prindle**
Associate 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: *ma Dan Kusby*
Director, Traffic Division

RESEARCH AGREEMENT

THIS AGREEMENT effective this day of **APR 10 2007** 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 December 31, 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 Six Thousand Six Hundred Dollars and 00 Cents (\$26,600). 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
2300 N Jog Road, 3rd Floor
West Palm Beach, FL 33411

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.

R2007 0459 APR 10 2007

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

UNIVERSITY OF FLORIDA

By: *BP*
Title: **Brian Prindle**
Associate Director of Research

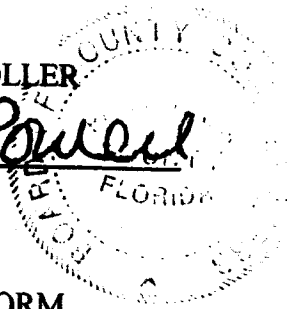
By: ITS BOARD OF COUNTY
COMMISSIONERS

Addie L. Greene
By: ~~Tony Masiolotti, Chairman~~
Addie L. Greene, Chairperson

ATTESTED:

Sharon R. Bock,
CLERK & COMPTROLLER

By: *Sharon R. Bock*
Deputy Clerk



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: *Marlene R. Stettin*
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:

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