

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

<b>Meeting Date:</b> October 19, 2010	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Regular</b>
	<input type="checkbox"/>	<b>Workshop</b>	<input type="checkbox"/>	<b>Public Hearing</b>

**Department:**

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

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to adopt:** A Resolution to approve Amendment Number 1 to the Joint Participation Agreement (JPA), R2009-0823, between the Florida Department of Transportation (FDOT) and Palm Beach County (County) for the operation and maintenance of the Traffic Management Center (TMC) at the Vista Center.

**SUMMARY:** Approval of this Amendment will increase the frequency of invoicing by the County from one to two per year, for the remainder of the term through June 30, 2029. FDOT has agreed to reimburse the County 70% of the maintenance expenses, up to \$100,000 per year, during the first five years of the Agreement. Change of invoicing terms from annual to bi-annual will not have any effect on the total remaining funds. Approval of this Amendment will also help establish the basis for estimating future annual maintenance costs beyond the initial five year term, in accordance with the average of the six most recent invoices approved by FDOT.

Countywide (MRE)

**Background and Justification:** FDOT entered into a twenty year JPA R2009-0823, with the County for joint operation and maintenance of the TMC on May 19<sup>th</sup>, 2009. The total project cost for FDOT was estimated to be \$500,000 for the first five years. As part of the Agreement, FDOT would reimburse the County 70% of the operational expenses of the TMC, with an annual cap of \$100,000. Since there were no maintenance related expenses during the first fiscal year (FY) 2008/2009, FDOT will be un-encumbering the unspent \$100,000 from the contract. The total maintenance expenses for FY 2009/2010 was only \$14,349, however, these costs are expected to increase with time. This Amendment to the Agreement modifies the invoicing from annual to bi-annual. Also the future annual maintenance costs for the term beyond FY 2012/2013 will be established in accordance with the average of the six most recent invoices approved and paid by FDOT.

**Attachments:**

1. Amendment 1 to the JPA (5 copies)
2. Resolution (5 copies)
3. JPA R2009-0823 w/Resolution

**Recommended by:**                     Dan Mesibov                                         10/19/10                    

**Division Director** **Date**

**Approved by:**                     S. J. Webb                                         10/14/10                    

**County Engineer** **Date**



DUNS No.: 07-847-0481 &  
07-997-4098

Contract No.: API-73  
FM No: 416285-1-82-01  
FEID No: VF-596-000-785

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
PALM BEACH COUNTY  
JOINT PARTICIPATION AGREEMENT  
AMENDMENT NUMBER ONE**

THIS AMENDMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and PALM BEACH COUNTY, located at 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411, hereinafter called the COUNTY.

**WITNESSETH**

WHEREAS, on June 27, 2009, the parties entered into a Joint Participation Agreement, hereinafter referred to as the AGREEMENT, wherein the PARTICIPANT agreed to provide certain improvements in connection with Financial Management (FM) Number 416285-1-82-01 for the purpose of operating and maintaining the facility housing the Palm Beach County Transportation Management Center (TMC) and for allocation of costs for the video display wall and audio system in Palm Beach County, Florida and hereinafter referred to as the Project; and,

WHEREAS, the parties desire to amend the AGREEMENT; and

WHEREAS, the parties hereto mutually agree that this Amendment is in their best interest;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to amend the Joint Participation Agreement dated June 27, 2009, as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Paragraph Three of the Agreement is amended to reduce the funding to the Agreement by ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) because the COUNTY did not render services or incur any costs for Fiscal Year 2008/2009.
3. Paragraph Three , second paragraph , fifth sentence is amended to read as follows:  
  
The COUNTY shall invoice the DEPARTMENT twice per fiscal year on or prior to December 30 and June 30.
4. Paragraph Three, third paragraph, second sentence is amended to read as follows:  
  
After the initial period of five (5) years, the estimated annual maintenance cost for the video display wall and audio system shall increase or decrease in accordance with the average of the six (6) most recent DEPARTMENT approved and paid invoices.
5. The Project costs (expenditures of no more than One Hundred Thousand Dollars (\$100,000.00) per fiscal year) shall be expended for services described in **Exhibit A** of the Agreement. Any remaining funding not paid to the COUNTY after the DEPARTMENT has reimbursed the PARTICIPANT for actual costs incurred on the Project, during the DEPARTMENT'S fiscal year (**July 1- June 30**), will be unencumbered

one hundred twenty (120) contract days after the end of the DEPARTMENT'S fiscal year and will not be available to the COUNTY.

All provisions, covenants, terms and conditions of the AGREEMENT between the parties theretofore entered into of June 27, 2009, as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Amendment by Resolution No. \_\_\_\_\_, hereto attached.

PALM BEACH COUNTY, Florida, A  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: CHAIR  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_  
MICHAEL BIENVENU, PhD, P.E.  
DIRECTOR OF TRANSPORTATION OPERATIONS

ATTEST:  
SHARON R. BOCK

LEGAL REVIEW:

\_\_\_\_\_  
CLERK & COMPROLLER (SEAL)  
CIRCUIT COURT

BY: \_\_\_\_\_  
OFFICE OF THE DISTRICT GENERAL COUNSEL

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED:

BY: \_\_\_\_\_  
COUNTY ATTORNEY

BY: \_\_\_\_\_  
PROFESSIONAL SERVICES ADMINISTRATOR

APPROVED AS TO TERMS AND CONDITIONS:

BY: Jan Musby  
DIRECTOR, TRAFFIC ENGINEERING

**RESOLUTION NO. R-2010-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, AUTHORIZING EXECUTION OF AMENDMENT NUMBER 1 TO THE JOINT PARTICIPATION AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF FLORIDA AND PROVIDING WHEN THIS RESOLUTION WILL TAKE EFFECT.**

**WHEREAS**, the State of Florida Department of Transportation (FDOT) and Palm Beach County (County) desire to amend a Joint Participation Agreement (JPA) entered into on May 19, 2009 by both parties, and;

**WHEREAS**, the Agreement allows joint use of the Traffic Management Center (TMC) at the Vista Center ITS Facility with 70% of the costs of operating and maintaining the TMC reimbursed by FDOT, and;

**WHEREAS**, this Amendment Number 1 to the Agreement allows modifying the frequency of invoicing FDOT from annual to bi-annual, and allows for estimating future expenses related to joint use of the TMC in accordance with the average of the six most recent invoices approved by FDOT, and;

**WHEREAS**, the State of Florida has requested the County to execute and deliver this Amendment Number 1 of the Agreement to the State of Florida, Department of Transportation.

**NOW, THEREFORE** be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Chairperson is hereby authorized to execute, and deliver to the State of Florida Department of Transportation, the aforementioned Amendment Number 1 of the JPA.

1. The recitations set forth herein above are true, accurate and correct and are incorporated herein, and will take effect upon adoption.
2. This resolution will take effect upon its adoption.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, was as follows:

- Commissioner Burt Aaronson, Chair -
- Commissioner Karen T. Marcus, Vice Chair -
- Commissioner Shelley Vana -
- Commissioner Steven L. Abrams -
- Commissioner Jess R. Santamaria -
- Commissioner Priscilla A. Taylor -

The Chair thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

PALM BEACH COUNTY,  
FLORIDA, BY ITS BOARD OF  
COUNTY COMMISSIONERS

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

SHARON R. BOCK,  
CLERK & COMPTROLLER  
CIRCUIT COURT

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT

R 2009 0823 MAY 19 2009

THIS Joint Participation Agreement (hereinafter called the Agreement), entered into this 21<sup>st</sup> day of June 2009, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and PALM BEACH COUNTY, located at 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the COUNTY make certain changes in connection with Financial Management (FM) Number 416258-1-82-01 for the purpose of operating and maintaining the facility housing the Palm Beach County Transportation Management Center (TMC) and for allocation of costs for the video display wall and audio system in Palm Beach County, Florida. Refer to Exhibit "A" of this Agreement for a detailed Scope of Services attached hereto and made a part hereof; and,

WHEREAS, for purposes of this Agreement, changes to be made as stated above are hereinafter referred to as the PROJECT; and,

WHEREAS, the DEPARTMENT and the COUNTY intend that this Agreement address fund transfers between the parties, as well as other aspects of the relationship between the parties for each phase of the Project; and,

WHEREAS, the improvements are in the interest of both the COUNTY and the DEPARTMENT and it would be more practical, expeditious, and economical for the COUNTY to perform such activities; and,

WHEREAS, the COUNTY by Palm Beach County Board of County Commissioners Resolution No. R 2009 0823 adopted on MAY 19 2009, 2009, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the PROJECT, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The COUNTY shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The DEPARTMENT agrees to pay 70% of the costs associated with the annual operations and maintenance of the TMC video display wall and audio system as set forth, in Figure 1 attached hereto and made a part hereof. The COUNTY will be responsible for the remaining 30% of the cost associated with the operations and maintenance of the video display wall and audio system. Costs associated with the video display wall and audio system will be paid from the allotted funding, as set forth in Exhibit B attached hereto and made a part hereof. Except as

set forth above, the **COUNTY** shall be responsible for all costs associated with the operation and maintenance of the TMC, during the term of this Agreement.

The total cost of the Project for the first five years is an estimated amount of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**. The **DEPARTMENT'S** participation is limited to a payment of **70%** of the cost for the annual operation and maintenance of the video display wall and audio system which in no event may exceed the sum of **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** per fiscal year. The **COUNTY** shall be responsible for the payment of **30%** of the costs for the annual operation and maintenance of the video display wall and audio system. The **COUNTY** is solely responsible for all other costs associated with the operation and maintenance of the TMC. The **COUNTY** shall invoice the **DEPARTMENT** on an annual basis for the **DEPARTMENT'S** cost of operation and maintenance of the video display wall and audio system. Each such invoice shall include sufficient documentation to support the amount of the invoice, including without limitation receipts, purchase orders, or such other documentation as requested by the **DEPARTMENT**.

The initial period of five years for the recurring maintenance and operations cost of the video display wall and audio system shall be estimated at **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** per year for a period of five (5) years. After the initial period of five (5) years, the estimated annual maintenance cost for the video display wall and audio system shall increase or decrease in accordance with the average of the last three (3) annual invoices. Prior to the expiration of the initial five (5) year period and every five (5) years thereafter, the **COUNTY** and the **DEPARTMENT** shall meet and attempt to mutually agree on a proportional share of the annual maintenance and operations cost for the video display wall and audio system. However, in the event the **COUNTY** and the **DEPARTMENT** fail to agree as to their respective proportional share for any reason whatsoever, then the proportional share for the initial five (5) year period shall remain the same.

4. The **DEPARTMENT'S** obligation to make any payment pursuant to this Agreement is contingent upon an annual appropriation by the Florida Legislature.
5. In the event the Project costs or Project modifications increase or exceed the amount authorized in paragraph 3, the **DEPARTMENT** and the **COUNTY** shall meet and attempt to mutually agree to the amount and distribution of the additional funding needed to complete the Project. Any funding increase or modifications to the Project shall be added by means of an amendment to the Agreement to be signed by both parties before work is undertaken. However, in the event the **COUNTY** and the **DEPARTMENT** fail to negotiate an amendment for any reason whatsoever, then the increase in the Project costs will be the sole responsibility of the **COUNTY**.
6. In the event it becomes necessary for the either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
7. Should the **DEPARTMENT** and the **COUNTY** decide to proceed with subsequent phases of the Project, the AGREEMENT may be amended to identify the respective responsibilities and the financial arrangements between the parties.



8. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the **COUNTY** under any circumstances without the prior written consent of the **DEPARTMENT**. However, this AGREEMENT shall run to the **DEPARTMENT** and its successors.
9. Except as otherwise set forth herein, this AGREEMENT shall continue in effect and be binding to both the **COUNTY** and the **DEPARTMENT** until the Project is **completed** as evidenced by the written acceptance of the **DEPARTMENT** or **June 30, 2029**, whichever occurs first.
10. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services under Section 215.422(14), Florida Statutes, or by the Department's Comptroller under Section 334.044(29), Florida Statutes.
11. If this AGREEMENT involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments. The **DEPARTMENT** will render a decision on the acceptability of services within **10** working days of receipt of a progress report. The **DEPARTMENT** reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the **DEPARTMENT**. Any payment withheld will be released and paid to the **COUNTY** promptly when work is subsequently performed.
12. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
13. The **COUNTY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has (10) ten working days to inspect and approve the goods and services. The **DEPARTMENT** has (20) twenty days to deliver a request for payment (voucher) to the Department of Financial Services. The (20) twenty days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
14. If a payment is not available within (40) forty days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the **COUNTY**. Interest penalties of less than one (1) dollar will not be enforced unless the **COUNTY** requests payment. Invoices that have to be returned to a **COUNTY** because of **COUNTY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
15. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services's Hotline, 1-877-693-5236.

16. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year."

17. The **COUNTY** warrants that it has not employed or obtained any company or person, other than bona fide employees of the **COUNTY**, to solicit or secure this **AGREEMENT**, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the **COUNTY**. For breach or violation of this provision, the **DEPARTMENT** shall have the right to terminate the **AGREEMENT** without liability.
18. With respect to any of the **COUNTY'S** agents, consultants, subconsultants, contractors, and/or sub-contractors, such party in any contract for this Project shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The **COUNTY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred includes the **COUNTY'S** general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of cost.
20. This **AGREEMENT** is governed by and construed in accordance with the laws of the State of Florida.

21. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
22. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

**If to the DEPARTMENT:**

Florida Department of Transportation - District Four  
 3400 West Commercial Blvd.  
 Fort Lauderdale, Florida 33309-3421  
 Attn: **Leos A. Kennedy, Jr.**  
 With a copy to: **Dong Chen**  
 A second copy to: District General Counsel

**If to the COUNTY:**

Palm Beach County  
 Traffic Engineering Division  
 2300 North Jog Road, 3<sup>rd</sup> Floor East  
 West Palm Beach, FL 33416  
 Attn: **Dan Weisberg, P.E., Director**  
 With a copy to: Attorney

**IN WITNESS WHEREOF**, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. \_\_\_\_\_, hereto attached.

**PALM BEACH COUNTY, Florida, A**  
 Political Subdivision of the State of Florida  
 BOARD OF COUNTY COMMISSIONERS

**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**

BY: *John F. Koons*  
 NAME: John F. Koons  
 TITLE: CHAIR  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

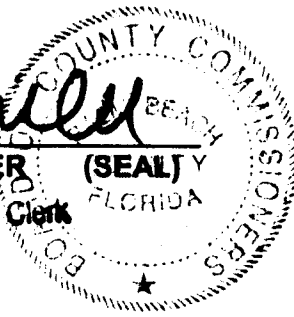
BY: *Rosilyn Quiroz*  
 for ROSIELYN QUIROZ  
 DIRECTOR OF TRANSPORTATION REPORT



ATTEST:  
SHARON R. BOCK

APPROVED: (AS TO FORM)

*Nancy P. Miller*  
 CLERK & COMPTROLLER (SEAL)  
 CIRCUIT COURT Deputy Clerk FLORIDA



BY: *Samuel L. Mayo*  
 DISTRICT GENERAL COUNSEL

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED:

BY: *Marlene Pitts*  
 COUNTY ATTORNEY

*for*

BY: *Suzanne Holmes*  
 PROFESSIONAL SERVICES ADMINISTRATOR

APPROVED AS TO TERMS AND CONDITIONS:

BY: *Dan Musby*  
 DIRECTOR, TRAFFIC ENGINEERING

## **Exhibit "A"**

### **Scope of Services**

The Palm Beach County ITS Center Facility is a joint-use Transportation Management Center (TMC) between the County and the Department, located on the 4th floor of the Palm Beach County Vista Center Complex. The mission and function of the TMC is to provide traffic monitoring, control, incident management and information services for the Palm Beach County area and other areas under the control of District Four of the Department. This Agreement is for the Operation and Maintenance of the TMC and for the allocation of costs for the video display wall and audio system. This Agreement separates operation and maintenance issues into three distinct areas: (1) Policies and Procedures on Operations; (2) Allocation of Operations and Maintenance Costs; and (3) Ownership, Access and Control.

#### **1.0 Policies and Procedures on Operations**

The Palm Beach County TMC is a joint-use Transportation Management Center (TMC) between the County and the Department located on the 4th floor of the Palm Beach County Vista Center Complex. The mission and function of the TMC is to provide traffic monitoring, control, incident management and information services for the Palm Beach County area and other areas under the control of the Department's District Four. In addition, the TMC may house staff and equipment from other government agencies to improve their operations and integration with the traffic functions. The TMC will serve as a command and control center for the Palm Beach County Signal System, the Department's Interstate Dynamic Message Sign System (DMSS) along I-95, I-595, I-75 and SR869, and other district-wide Intelligent Transportation System (ITS) projects to be implemented in the future. Such future ITS projects include but are not limited to: the Broward County Advanced Traffic Management System (ATMS), Southeast Florida Regional Advanced Traveler Information system (ATIS), and others. In addition, the TMC will provide interface with the Broward County Emergency Operations Center, Tri-Rail, the media, and other potential public and private sector partners.

#### **1.1 Additional Interagency Participation**

In the event additional agencies require presence within the TMC; the County shall host and be responsible for all costs associated with Federal, State, County, City and other local agencies.

#### **1.2 Standard Operating Guidelines**

The Department and County shall draft joint Standard Operating Guidelines for the TMC within one year after execution of this Agreement. The Standard Operating Guidelines shall be established for the Department, County and other agencies with access to the TMC. The purpose of these guidelines will be to provide a process to review and resolve operational issues. It is intended to be

flexible to meet the changes that are expected as ITS/ATMS programs expand. The Standard Operating Guidelines shall be amended as necessary in order to reflect current policies and procedures mutually agreed upon by the Department and County.

The parties will incorporate Standard Operating Guidelines for the Facility to include the following elements:

- Identifying personnel from the County and the Department who have access to the Facility;
- Clearly delineating the roles of personnel working within the TMC;
- Clearly stating which agency has exclusive or primary responsibility for certain actions necessary for transportation and emergency operations and management, and where supporting roles are planned;
- Establishing detailed guidelines for personnel to manage and/or respond to incidents and events as they occur;
- Establishing detailed guidelines for a disaster recovery plan; and
- Clearly delineating the roles, responsibilities, and access of other parties sharing in the operation of the Facility.

#### 1.2.1 TMC Management Team

The TMC Management Team shall be defined as and shall consist of the Department's District Traffic Operations Engineer or designee and the Director of Traffic Engineering Division, Palm Beach County or designee. They shall be responsible for reviewing and approving joint TMC system policies and procedures. Any changes in the Standard Operating Guidelines must be agreed upon by the TMC Management Team.

The Department TMC Manager or designee and Palm Beach County TMC Manager or designee will be responsible for developing joint TMC system policies and procedures; making recommendations on program planning, budget requirements, and staffing needs and implementing such requirements upon approval of both parties; actively seeking funding and exploring alternative funding strategies, exploring public/private partnerships for operations, maintenance and program promotion; coordinating maintenance of the TMC and related field equipment with other transportation services as well as those of other agencies, municipal and private organizations; assisting in labor and personnel management activities; and other related work as required.

#### 1.2.2 Escalation Process

The Escalation process shall be defined to mean the referral of unresolved issues to the next level of management.

For the purposes of the escalation process the County's TMC Manager shall hold the title of: *Palm Beach County Signal System Manager*.

For the purposes of the escalation process the Department's TMC Manager shall hold the title of: *FDOT District Four ITS Program Manager*.

For the purposes of the escalation process the County's Senior TMC Manager shall hold the title of: *Palm Beach County Traffic Division Director*.

For the purposes of the escalation process the Department's Senior TMC Manager shall hold the title of: *FDOT District Four Traffic Operations Engineer*.

The procedure for elevating operational issues to each party's TMC Manager shall remain in accordance with the TMC Standard Operating Guidelines to be drafted and agreed upon by the Department and County. Once an issue is identified, the TMC Manager raising the issue shall state the issue or issues in writing and submit it to the other TMC Manager for resolution. If the TMC Managers cannot resolve the issue or issues, they shall escalate it to the TMC Senior Managers for resolution. If the TMC Senior Managers cannot resolve the issue or issues, it will be escalated to the Department's Director of Operations and the County's Director of Public Works for resolution. The TMC Management team shall meet once every month.

### **1.3 Contact Procedures in Case of Building Emergencies**

All employees shall report life threatening emergencies to local emergency services by calling 9-911. Building related emergencies arising at the Facility should be reported by staff members to the supervisor in charge. The Supervisor will make every effort to mitigate the emergency, which may include requesting after hours building assistance:

Security Issues: Contact Front Desk, 24/7, @ (561) 681-3880

Building Facility Related Issues: Contact Jerry MacFarlane @ (561) 355-4055 during work hours; contact EOC @ (561)683-6885 after hours.

The County shall be responsible for contacting Department to inform them of any building related emergency which may impact the operation of the TMC. The Department contact is:

FDOT ITS Operations Manager  
Florida Department of Transportation  
Telephone (954) 847-2777

#### **1.4 Media Coordination and Cooperation**

The Department shall be responsible for notifying a designated representative of the County in writing, at least two (2) business days, in advance of any media event or group tour to be held in any TMC shared area, including but not limited to the TMC operations room.

The County shall be responsible for notifying a designated representative of the Department in writing, at least two (2) business days, in advance of any media event or group tour to be held in any TMC shared area, including but not limited to the TMC operations room.

A media event is defined as any activity designed to gather information for dissemination to the general public; including but not limited to: video taping, live broadcast of either television or radio and interviews given to print or electronic media.

#### **1.5 Fiber Optic Cable Sharing and Maintenance**

The County will provide to Department a twenty-four (24) strand, single mode fiber optic connection from the Palm Beach County Vista Center fourth floor server room to the Department's communications cabinet to the Florida's Turnpike fiber optic mainline.

The County will provide to Department a twenty-four (24) strand, single mode fiber optic connection from the Department's Palm Beach Maintenance Yard office building communication room to the Florida's Turnpike fiber optic mainline.

The County will provide to Department two (2) strands of existing fiber optic fiber from Palm Beach County Vista Center fourth floor server room to the Department communications cabinet to the Palm Beach County Interim Traffic Management System (ITMS) facility located at 2200 Centrepark Drive West Suite 200, West Palm Beach.

#### **2.0 Ownership, Access and Control**

This Agreement shall provide to the Department and its representatives a 20-year, rent-free, public purpose, permanent access to and exclusive use of space occupied or shared by the Department, as set forth in Figure 1 attached hereto and made a part hereof.

The Department shall be responsible for maintenance, repairs, replacement and property insurance of its own ITS infrastructure summarized below and any other personal property of the Department:

Department TMC Local Area Network, which includes but is not limited to Advance Traffic Management System (ATMS) workstations, administrative workstations, network switch, network router, firewall, servers, Dynamic Message System (DMS) fiber optic and dial-up modems, ATMS Server, DMS workstation, Advance Vehicle Location (AVL) workstation, Department administrative server, Department office printers and all associated cabling.



Department Remote Administrative Local Area Network, which includes but is not limited to network switch and fiber optic modems connected to its administrative local area network at 2300 North Jog Road. This includes but is not limited to any future enhancements to the systems set forth herein.

Subject to the limitation of the Department's payment as set forth in the Agreement, the County and the Department shall modify or reconfigure the video display wall and audio system to insure compatibility of the modifications with established operations. Modifications to the existing operations will require the County or the Department, proposing the modification or reconfiguration to be responsible for those costs; including compatibility costs and any additional maintenance costs associated with the modification or reconfiguration incurred by the County or the Department.

The Department and the County will share usage of the video wall equally; the County shall operate the six (6) video cubes on the North-East side of the video wall, the Department shall operate the six (6) video cubes, as depicted in Figure 2 attached hereto and made a part hereof, on the South-East side of the video wall. In the event the County or the Department does not have operators or interested parties on duty, the entire video wall may be utilized by the party present. The jointly developed TMC Standard Operating Guidelines (S.O.G.) shall specify the policies and procedures for temporary single party video wall usage.

The County will be responsible for issuing all access cards to the Department authorized staff as needed and special security access cards for the control room, computer room and parking garage within five (5) business days of written request. The Department shall notify the County, within two (2) business days upon termination of any employee and shall be responsible to return the access card and/or key issued to that employee within five (5) business days.

The Department shall utilize and have access to the Department controlled and shared spaces including all common areas at any time, including nights, weekends and holidays, 24 hours per day, 365 days per year. The Department may, at its discretion, elect to staff the TMC before, during or after natural disasters such as hurricanes, or during other emergencies as determined by the Department.

The County and the Department will equally share sixteen (16) existing equipment racks as well as floor space and storage space located in the server room of the TMC. The County and the Department will each control eight (8) of the existing equipment racks, the Department will control the seven (7) existing equipment racks located in the Northeast portion, as depicted in Figure 2, of the server room as well as one (1) other equipment rack.

The Department shall maintain exclusive occupation and use of the 4 position console station row located second from the video wall (see figure 1 in green color).

The County shall maintain exclusive occupation and use of the 3 position console station row located third from the video wall, the 3 position console located first from the video wall and the 3 position console station located fourth from the video wall (see figure 1 in blue color).

The County will provide the Department with a minimum of three keys each for all areas designated as FDOT offices, conference rooms, file rooms and storage rooms (see figure 1 in green color).

The County shall provide the Department with a means to independently access the roof of the TMC located at 2300 North Jog Road or provide the Department with contact information for County maintenance staff with the ability to grant access at all times, day or night. The Department shall be granted permission to mount communications equipment on the roof such as antennas and communications equipment. Roof mounted equipment will be positioned and attached by the Department or its representatives in a manner that is reasonably acceptable to the County. The County will provide all permits, if required, for roof mounted communications equipment.

The County shall provide and grant access for the following parking spaces to the Department:

- Ten (10) general use parking spaces located within the parking garage and
- Six (6) on premises parking spaces to accommodate:
  - One (1) bucket truck
  - One (1) F-350 Crew Cab Dually with a Reading PA 1086DW service body
  - Three (3) vans.
  - One (1) car.

The County shall allow a minimum of twenty (20) visitors parking and building access for Department authorized visitors.

The County shall make available the TMC Executive conference room to the Department by reservation only through the County's designated employee who works for Palm Beach County Traffic Divisions. The County will provide the Department a regularly updated TMC Executive conference room reservation schedule.

### **3.0 Video Display Wall and Audio System Definition/ Description**

The video display wall and audio system shall be defined as any piece of equipment necessary to display video or play audio on the video wall or in the shared conference room. The Department and the County shall share in all recurring operations and maintenance costs for the video display wall and audio system used by the County and the Department, subject to the Department's limitation of payment as set forth in paragraph 3 of the Agreement. The video display wall and audio system recurring operations and maintenance shall include but not be limited to:

- Barco display wall
- Barco display wall controller
- Barco display wall controller software
- Creston
- Extron
- NEC
- Smart Technologies hardware and software
- Samsung LCD flat panel displays

**3.1 Replacement**

In the event both parties agree that the video display wall and audio systems, or any portion of the systems need to be replaced, the County and the Department shall share replacement costs equally. The Department and the County will execute an amendment to add the additional funding needed to cover the Department's replacement cost of the video display wall and audio system. The future funding is estimated to be an amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) and is contingent upon an annual appropriation from the Florida Legislature.

In the event both parties agree that control room furniture, control room carpeting, appliances (excluding computer related equipment), TMC executive conference room furniture or conference room table need to be replaced the County and the FDOT shall share the replacement costs equally. The future funding is estimated to be an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) and is contingent upon an annual appropriation from the Florida Legislature.

**3.2 Allocation of Space**

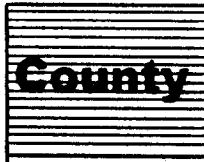



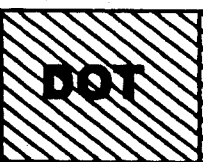
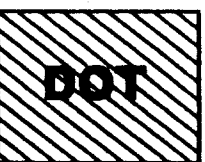



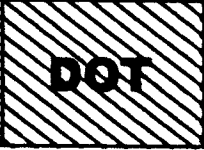
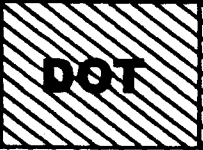
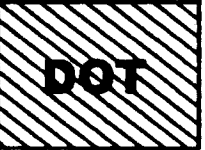
As shown in Figure (1) and enumerated in Table 1 attached hereto and made a part hereof, the County shall have exclusive use of approximately 4,826 square feet within the TMC (depicted in Figure 1 shown in blue color) and the Department shall have exclusive use of approximately 2,092 square feet within the TMC (depicted in Figure 1 shown in green color). Approximately 3,770 square feet within the TMC (depicted in Figure 1 shown in brown color) shall be considered Common Area. The remainder of the space within the TMC (depicted in Figure 1 shown in orange color), approximately 2,898.5 square feet, shall be shared equally between the County and the Department.

<b>Common Space Apportionment Footage</b>	=	$\frac{\text{Occupied Square Footage} + \frac{1}{2} \text{ Shared Square Footage}}{\text{Usable Floor Space}}$	X	<b>Common Area</b>
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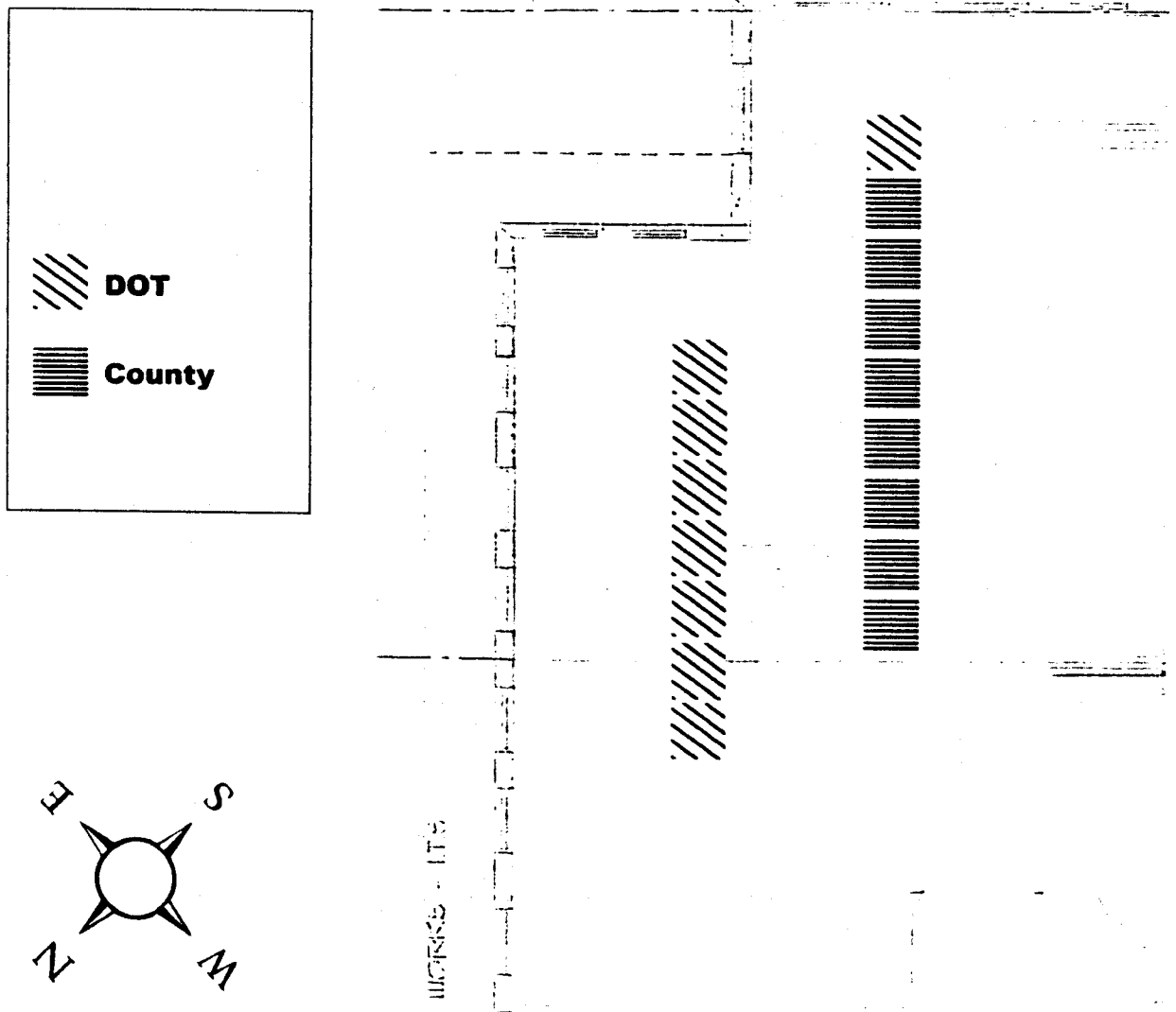
*Usable floor space* shall be defined as: (total square footage [13,587]) – (common area square footage [3,770]) = 9,817 square feet.

Figure 2

### Video Wall Assignment (Facing Video Wall)

 <b>County</b>	 <b>County</b>	 <b>County</b>	 <b>DOT</b>	 <b>DOT</b>	 <b>DOT</b>
 <b>County</b>	 <b>County</b>	 <b>County</b>	 <b>DOT</b>	 <b>DOT</b>	 <b>DOT</b>

### Server Room Equipment Rack Assignment



**TABLE #1**

<b>Usage</b>	<b>Space as labeled in Figure 1</b>	<b>Room number as Labeled in Figure 1</b>	<b>Square Feet (approximate)</b>
<b>PBC</b>	Signal Timing Engineer	4E-51	168.0
	Signal Systems Oper Engineer	4E-50	168.0
	Freeway Operations Engineer	4E-49	168.0
	Communications Engineer	4E-47	168.0
	FDOT Office	4E-46	140.0
	Secretary/Receptionist	n/a	120.0
	Copy/Supply Room	4E-29	174.0
	File/Mail Room	4E-30	214.5
	Future	n/a	96.0
	Future	n/a	96.0
	Signal Timing Engineering Tech	n/a	96.0
	Future	n/a	96.0
	FDOT	n/a	96.0
	Admin. Assistant	n/a	102.0
	Control Center Manager	4E-44	192.0
	UPS Room	4E-33	198.0
	Field Technicians	4E-37	1174.0
	Control Room, first row	4E-41	360.0
	Control Room, third row + fourth row	4E-41	999.5
	<b>Sub-Total</b>		
<b>FDOT</b>	Secretary.	n/a	72.0
	Conference Room	4E-58	231.0
	Storage	4E-57	210.0
	System Supervisor	4E-52	168.0
	Systems Consultant Analyst	4E-53	168.0
	FHP	4E-54	168.0
	Public Info/Media	4E-55	154.0
	Corridor	4E-56	189.0
	Control Room, Second Row	4E-41	588.0
	Phone oom	4E-38	144.0
<b>Sub-Total</b>			<b>2,092.0</b>
<b>Shared</b>	Conference Room	4E-42	772.5
	Behind Video Wall	4E-40	396.0
	Communications Equipment Room	4E-40	1193.5
	Work Area	4E-39	536.5
<b>Sub-Total</b>			<b>2,898.5</b>
<b>Common</b>	All remaining - see figure 1	n/a	3016.0
	Break Room	4E-35	324.0
	Reception/Waiting	4E-28	430.0
<b>Sub-Total</b>			<b>3,770.0</b>
<b>Total</b>			<b>13,587.0</b>

**Appendix A: FDOT ITS Systems Equipment List**

Description	Location	Model #	Actual Serial #	FDOT Decal #	Printed Serial #	Picture file name
Cisco Switch	Server Room	3750G	Cat1042rhtl			
Cisco Switch	Server Room	3750G	Cat1040ng79			
HP Workstation	Reception	HP DP5700M	2UA7010BKR			
HP Workstation	4e-53	HP DP5700M	2UA7010BKN			
HP Workstation	4e-54	HP DP5700M	2UA7010BKJ			
HP Workstation	4e-54	HP DP5700M	2UA7010BKF			
HP Workstation	4e-52	HP DP5700M	2UA7010BKC			
HP Workstation	4e-55	HP DP5700M	2UA7010BKB			
HP Workstation	4e-53	HP DP5700M	2UA7010BK9			
HP Workstation	4e-55	HP DP5700M	2UA7010BK8			
HP Workstation	4e-52	HP DP5700M	2UA7010BK6			
HP Workstation	Conference	HP DP5700M				
HP 19 inch Monitor	4e-52	1940T		n/a		
HP 19 inch Monitor	4e-52	1940T		n/a		
HP 19 inch Monitor	4e-52	1940T		n/a		
HP 19 inch Monitor	4e-52	1940T		n/a		
HP 19 inch Monitor	4e-53	1940T		n/a		
HP 19 inch Monitor	4e-53	1940T		n/a		
HP 19 inch Monitor	4e-53	1940T		n/a		
HP 19 inch Monitor	4e-53	1940T		n/a		
HP 19 inch Monitor	4e-54	1940T		n/a		
HP 19 inch Monitor	4e-54	1940T		n/a		
HP 19 inch Monitor	4e-54	1940T		n/a		
HP 19 inch Monitor	4e-54	1940T		n/a		

HP 19 inch Monitor	4e-54	1940T		n/a		
HP 19 inch Monitor	4e-54	1940T		n/a		
HP 19 inch Monitor	4e-54	1940T		n/a		
HP 19 inch Monitor	4e-54	1940T		n/a		
HP 19 inch Monitor	Reception	1940T		n/a		
HP 19 inch Monitor	Reception	1940T		n/a		
HP Color LaserJet	Reception	2840	Cnhc7280hl			
HP Color LaserJet	4e-52	2650	Cngc7570s3			
HP Color LaserJet	4e-53	2650	Cngc7570tj			
HP Color LaserJet	4e-54	2650	Cngc7570ts			
HP Color LaserJet	4e-55	2650	Cngc7381vq			
Dell Projector	Conference					
Polycom Video Con	Conference					
Akia 42 inch Plasma	4e-52					
Akia 42 inch Plasma	4e-53					
Akia 42 inch Plasma	4e-54					
Akia 42 inch Plasma	4e-55					
HP Server	Server Room					
HP Server	Server Room					
HP Server	Server Room					
HP Server	Server Room					
HP Server	Server Room					
HP Server	Server Room					
HP Server	Server Room					
HP Server	Server Room					
HP Server	Server Room					
HP San Array	Server Room					
HP SAN Switch	Server Room					
HP SAN Switch	Server Room					
HP Tape Library	Server Room					
Cisco Switch	Server Room	4507				
Vbrick MP2 Single	Conference	5200-0002				
Vbrick MP2 Single	Conference	5200-0002				

Vbrick MP2 Single	Conference	5200-0002				
Vbrick MP2 Single	Conference	5200-0002				
Vbrick MP2 Single	Conference	5200-0002				
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Vbrick MP2 Single	Conference	5200-0002				
Vbrick MP2 Single	Conference	5200-0002				
Vbrick MP2 Single	Conference	5200-0002				



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## EXHIBIT "B"

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**ALLOTTED FUNDING:** The following cash flow projection is expected for the project and contingent upon Legislative budget approval for each fiscal year.

<b><u>Fiscal Year:</u></b>	<b><u>Estimated Amount</u></b>
<b>FY 2008/2009</b>	<b>\$100,000.00</b>
<b>FY 2009/2010</b>	<b>\$100,000.00</b>
<b>FY 2010/2011</b>	<b>\$100,000.00</b>
<b>FY 2011/2012</b>	<b>\$100,000.00</b>
<b>FY 2012/2013</b>	<b>\$100,000.00</b>

**TOTAL DEPARTMENT SHARE FOR THE OPERATIONS  
AND MAINTENANCE OF THE VIDEO DISPLAY WALL  
AND AUDIO SYSTEM FOR THE FIRST 5 YEARS:**

**\$500,000.00**

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**RESOLUTION NO. R-2009- 0823**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, AUTHORIZING EXECUTION OF THE JOINT PARTICIPATION AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF FLORIDA AND PROVIDING WHEN THIS RESOLUTION WILL TAKE EFFECT.**

**WHEREAS**, the State of Florida Department of Transportation (FDOT) and Palm Beach County (County) desire to enter into a Joint Participation Agreement (JPA) by both parties, and;

**WHEREAS**, the Agreement allows joint use of the Traffic Management Center (TMC) at the Vista Center ITS Facility, and;

**WHEREAS**, this Agreement allows FDOT to reimburse the County 70% of the costs of operating and maintaining the TMC, up to a maximum limit of \$100,000 per year, and;

**WHEREAS**, the State of Florida has requested the County execute and deliver the Agreement to the State of Florida, Department of Transportation.

**NOW, THEREFORE** be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Chairperson is hereby authorized to execute, and deliver to the State of Florida Department of Transportation, the aforementioned JPA.

1. The recitations set forth herein above are true, accurate and correct and are incorporated herein, and will take effect upon adoption.
2. This resolution will take effect upon its adoption.

The foregoing resolution was offered by Commissioner Marcus who moved its adoption. The motion was seconded by Commissioner Burt Aaronson and upon being put to a vote, was as follows:

COMMISSIONER JOHN F. KOONS, CHAIRMAN	- Aye
COMMISSIONER BURT AARONSON, VICE CHAIR	- Aye
COMMISSIONER KAREN MARCUS	- Aye
COMMISSIONER SHELLEY VANA	- Aye
COMMISSIONER STEVEN L. ABRAMS	- Aye
COMMISSIONER JESS R. SANTAMARIA	- Absent
DISTRICT 7	-

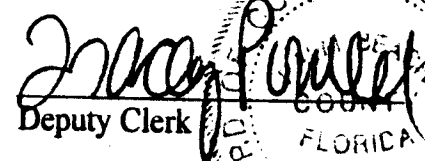
The Chair thereupon declared the Resolution duly passed and adopted this 19th day of May, 2009.

PALM BEACH COUNTY,  
FLORIDA, BY ITS BOARD OF  
COUNTY COMMISSIONERS

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

SHARON R. BOCK,  
CLERK & COMPTROLLER  
CIRCUIT COURT

By:   
Assistant County Attorney

By:   
Deputy Clerk

