

Meeting Date: May 20, 2014 ☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing
 Department:
 Submitted By: Engineering & Public Works
 Submitted For: Traffic Division

Motion and Title: Staff recommends motion to adopt: A Resolution to approve a Memorandum of Agreement (Agreement) with the Florida Department of Transportation (FDOT) for Palm Beach County (County) to assume maintenance of the Adaptive Traffic Control System (ATCS) deployed by FDOT.

SUMMARY: Approval of the Agreement will allow FDOT to proceed with the ATCS deployments in County. As per the Agreement, FDOT will oversee the design, installation and integration of the ATCS deployments on Okeechobee Boulevard from Tamarind Avenue to Flagler Drive and on Northlake Boulevard from Military Trail to Federal Highway. Once deployed, it will be the responsibility of the County to assume the maintenance of ATCS and its components. The costs of maintaining ATCS processor units, system software, the vehicle detection system, and other ancillary components are anticipated to be about \$100,000 per year.

Background and Justification: FDOT recommends deployment of ATCS on portions of Okeechobee Boulevard and Northlake Boulevard, as described in Exhibit A of the Agreement, to be able to handle fluctuations in traffic volumes and improve progression through the traffic signals. The necessary design, construction and integration services for ATCS deployments will be provided by FDOT through a design-build process and turn them over to the County for subsequent maintenance. The first two years of maintenance will be covered under the manufacturer's warranty. It will be the responsibility of the County to maintain the system thereafter, starting from Fiscal Year 2017.

1. Resolutions (5 copies)
2. District Four – Highway Maintenance Memorandum of Agreement with Exhibits ‘A’ and ‘B’ (5 copies)

04/24/14
Date

4/29/14
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	<u>\$ -0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>100,000</u>	<u>100,000</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$ -0-</u>	<u>-0-</u>	<u>-0-</u>	<u>100,000</u>	<u>100,000</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget?	Yes	No
-------------------------------------	-----	----

Budget Acct No.: Fund__ Dept.__ Unit__ Object
Program

Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no immediate fiscal impact. FDOT will be funding the improvements. Maintenance funding in future years will be subject to subsequent budget approval.

C. Departmental Fiscal Review:

Alicia Kovalainen

III. REVIEW COMMENTS

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

5/10
4/30

[Signature] 4/30/2014

QFMB

4/30/14

Dr. J. Jacobson 51514
Contract Dev. and Control
5-5-64 *B. B. B. B.*

**B. Approved as to Form
and Legal Sufficiency:**

Mark A. Chitt 5/8/14
Assistant County Attorney

C. Other Department Review:

Department Director

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

RESOLUTION NO. R-2014-

RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND PALM BEACH COUNTY PROJECT (FM #432883-1-52-01 & 433947-1-52-01)

WHEREAS, Palm Beach County (County) deems it in the public interest to allow deployment of the Adaptive Traffic Control System (ATCS) on two arterial sections by the State of Florida Department of Transportation (FDOT); and

WHEREAS, the County concurs with the provisions of the Agreement and the scope of the project per Exhibit A attached; and,

WHEREAS, the County agrees to subsequent maintenance and operation of the ATCS and related components as provided for under the Agreement, starting from the Fiscal Year 2017; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Mayor is hereby authorized to execute the Memorandum of Agreement.

1. The recitations set forth herein above are true, accurate and correct and are incorporated herein.
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, the vote was as follows:

(Intentionally Left Blank)

Mayor, Priscilla A. Taylor	-
Vice Mayor, Paulette Burdick	-
Commissioner Hal R. Valeche	-
Commissioner Shelley Vana	-
Commissioner Steven L. Abrams	-
Commissioner Mary Lou Berger	-
Commissioner Jess R. Santamaria	-

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day
of _____, 2014.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: 
Assistant County Attorney

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

BY: _____
Mayor, Priscilla A. Taylor

SHARON R. BOCK,
CLERK & COMPTROLLER
CIRCUIT COURT

BY: _____
Deputy Clerk

SECTION No.: 93090-000
93280-000
FM No.: 432883-1-52-01 &
433947-1-52-01
AGENCY: Palm Beach County
S.R. No.: 704, 850
C.R. No.: 809A

**DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and Palm Beach County, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the **AGENCY** has signal maintenance jurisdiction over **NORTHLAKE BOULEVARD**, as part of the County Roadway System from Military Trail to Federal Highway; and **OKEECHOBEE BOULEVARD** from Tamarind Avenue to Flagler Drive.

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the **DEPARTMENT** is authorized to undertake projects within the **AGENCY** geographical limits and the **AGENCY** is desirous of having this improvement constructed; and

WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the **AGENCY** to maintain the project; and

WHEREAS, pursuant to such authority, the **DEPARTMENT** and the **AGENCY** are desirous of having the **DEPARTMENT** construct certain improvements more particularly described as Financial Project ID 432883-1-52-01 & 433947-1-52-01, which involves the design, furnishing, installing, integrating and testing of the Adaptive Traffic Control System (ATCS) hardware/software needed at each signal controller and at the Palm Beach County Vista Center TMC located at 2300 North Jog Road, West Palm Beach, FL 33411, as well as enhancements to the vehicle detection to support the new ATCS.; hereinafter referred to as the "Project", as more particularly described in Exhibit "A".

WHEREAS, upon acquisition of the necessary right-of-way, if applicable, the **DEPARTMENT** will proceed to construct the Project; and

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

WHEREAS, the **AGENCY** by Action on the _____ day of _____, 20__, a copy of which is attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project, as more particularly described in Exhibit "A".
2. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property, including easements on property acquired by the DEPARTMENT, to construct this Project.
3. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project.
4. It is understood and agreed by the parties that upon "final acceptance" by the DEPARTMENT of the Project, (as that term is described in the Standard Specifications for Roadway and Bridge Construction dated 2013, as amended by contract documents), and Notice thereof to the AGENCY, the AGENCY shall be responsible for maintenance of said Project, at its own cost, in accordance with the following Federally and State accepted standards and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), current edition, (b) Florida Green Book dated 2011, as amended (c) Governing standards and specifications: FDOT Design Standards dated 2013, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2013, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes, but is not limited to, operation and maintenance. The Department shall give the AGENCY ten (10) days notice before final acceptance.
 - Notwithstanding any other provision herein to the contrary, the Department shall not be responsible for any costs or attorney fees arising out of any liabilities or obligations incurred regarding the right of way after the transfer of property.
 - The AGENCY grants herein to the DEPARTMENT all rights necessary to enter and construct the Project.
5. The AGENCY shall execute "Local Government Right of Way Certification Statement", attached as Exhibit B, indicating that the PROJECT can be completed within the public right of way, and that no additional right of way is required.
6. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
7. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be in compliance with all permits after the construction is complete and the right of way is

transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. For various occupancy permits the AGENCY shall be the applicant.

8. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. This shall also include having the AGENCY require the Utility to relocate or adjust if the utility is there by permit, as necessary.
9. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.
10. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, in order to construct the Project including but not limited to executing documents, allowing the DEPARTMENT or its contractor to enter into any real property owned, possessed and controlled by the AGENCY or any other Occupancy right the AGENCY may have.
11. E-verify requirements: The AGENCY:
 - Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
 - Shall expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term.
12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings as represented in the Request for Proposal and Conceptual Device Layout plans. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
13. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
14. LIST OF EXHIBITS
 - Exhibit A: Project Improvements and Scope
 - Exhibit B: Local Government Right-Of-Way Certification Statement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below:

ATTEST:
SHARON R. BOCK,
CLERK & CONTROLLER

AGENCY

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

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

____ day of _____, 20 ____

Approved as to terms and conditions

Approved as to form and legal sufficiency

By: 
Director

By: _____
County Attorney

ATTEST:

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary
(SEAL)

By: _____
Transportation Development Director

____ day of _____, 20 ____

Approval:

Office of the General Counsel (Date)

SECTION No.: 93090-000
93280-000
FM No.: 432883-1-52-01 &
433947-1-52-01
AGENCY: Palm Beach County
S.R. No.: 704, 850
C.R. No.: 809A

EXHIBIT A

PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the Okeechobee Blvd right of way and the AGENCY's existing Northlake Blvd right-of-way.

1. PROJECT FPID# 432883-1-52-01
The Adaptive Traffic Control System (ATCS) along Northlake Boulevard from Military Trail to Federal Highway in Palm Beach County project includes the design, procurement and installation of an ATCS and ITS devices in Palm Beach County along Northlake Boulevard from east of Military Trail to Federal Highway. The project work includes the design, furnishing, installing, integrating and testing of the ATCS hardware/software needed at each signal controller and at the Palm Beach County Vista Center TMC located at 2300 North Jog Road, West Palm Beach, FL 33411, as well as enhancements to the vehicle detection to support the new ATCS. Once complete it must be able to adjust in real-time to fluctuations in traffic demand and coordinate such information with adjacent signals in the corridor to optimize progression and reduce recovery time.
2. PROJECT FPID# 433947-1-52-01
The ATCS along Okeechobee Boulevard from Tamarind Avenue to Flagler Drive in Palm Beach County project includes the design, procurement and installation of an ATCS and ITS devices in Palm Beach County along Okeechobee Blvd. The project work includes the design, furnishing, installing, integrating and testing of the ATCS hardware/software needed at each signal controller and at the Palm Beach County Vista Center TMC located at 2300 North Jog Road, West Palm Beach, FL 33411, as well as enhancements to the vehicle detection to support the new ATCS. Once complete it must be able to adjust in real-time to fluctuations in traffic demand and coordinate such information with adjacent signals in the corridor to optimize progression and reduce recovery time.

EXHIBIT B
LOCAL GOVERNMENT RIGHT-OF-WAY CERTIFICATION STATEMENT

No Additional Right of Way Required

LOCAL AGENCY: Palm Beach County STATE ROAD: SR 704, SR 850, CR 809A
R/W ITEM/SEGMENT NO.: _____ DESCRIPTION: ATCS deployments along
Northlake Boulevard from Military Trail to Federal Highway and Okeechobee Boulevard from Tamarind Avenue
to Flagler Drive
CONST. ITEM SEGMENT NO.: 432883-1-52-01 & 433947-1-52-01
F.A.P. NO.: 948124 PREFERRED LETTING DATE: 5/2014

I, the signature below certify and represent that the following interests in land (Right of Way) will NOT be required for the construction of this project:

- Fee Title – land on which a permanent improvement is to be placed and maintained.
- Perpetual Easement – may be used when permanent improvement is to be constructed and maintained on a parcel for which acquisition of fee title is impractical.
- Temporary Easement – used when it is necessary to temporarily occupy a parcel. No improvement that is a permanent part of the transportation facility or that requires maintenance beyond the term of the easement will be constructed on the temporary easement.

The right of way maps/sketches have been compared to the construction plans and the right of way, as shown, will accommodate the planned construction. The construction activities will be performed in the existing right of way. The contractor will not be required to temporarily enter upon property not owned by the local government executing this statement for the purpose of restoration and harmonization. There are no encroachments within existing right of way that impact the construction project.

Local Agency: Palm Beach County

Dan Weisberg
* SIGNATURE

DATE

Dan Weisberg, P.E.
PRINTED NAME

Director, Traffic Division
TITLE

*NOTE: (Must be authorized employee of the local agency)