Memorandum

MIAMI-DADE COUNTY

Date: June 21, 2016

Agenda Item No. 14(A)(14)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Execution of a Locally Funded Agreement between the State of Florida Department of Transportation and Miami-Dade County for the Installation, Configuration, and Software Support of the SunGuide System for Improved Signal Synchronization

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a Locally Funded Agreement (Agreement) between the State of Florida Department of Transportation (FDOT) and Miami-Dade County (County), allowing the County to install the FDOT's SunGuide System in the County Traffic Control Center and work cooperatively with the FDOT's District VI SunGuide Center to actively manage traffic throughout areas of the County.

Scope

The impact of this item is countywide in nature.

Fiscal Impact/Funding Source

The agreement will have a fiscal impact of $50,000.00 annually funded through the Traffic Operations General Fund budget in Fiscal Year 2016-17. The SunGuide software support payment of $50,000.00 will be paid on or before July 31 of the aforementioned fiscal year.

Track Record/Monitor

The Information Technology Department (ITD) will be responsible for monitoring this Agreement on behalf of the Department of Transportation and Public Works (DTPW).

Delegated Authority

In accordance with Section 2-8.3 of the County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include authority of the County Mayor or County Mayor's designee to execute a Locally Funded Agreement between the County and FDOT.

Background

For the past few months, the County's DPTW Traffic Signals and Signs Division and the ITD have been working closely with FDOT Traffic Engineers at their District 6 SunGuide Traffic Management Center in Miami to view video feeds of traffic congestion during peak hours through cameras installed along various corridors. This collaborative effort has resulted in adjustments to and creation of additional signal timing plans in an attempt to relieve observed traffic delays and improve the synchronization of traffic signals.

As a result, the County will be installing the SunGuide System at the County's Traffic Control Center and use it as a source of traffic information that can help traffic engineers modify signal timing patterns in real-time in order to manage congestion along arterial corridors.

The DPTW manages over 4,000 traffic control devices, including 2,872 traffic signals throughout Miami-Dade County. Implementing new technologies and strategies to proactively manage traffic on our roads is the third phase of the Advanced Traffic Management System project. These strategies, along with greater partnership and collaboration with the FDOT and MDX, can help improve traffic and congestion management along the oversaturated traffic corridors.

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 21, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(14)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(14)
6-21-16

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT 6, FOR SUNGUIDE SOFTWARE SUPPORT IN THE AMOUNT OF $50,000.00 ANNUALLY AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE CANCELLATION AND RENEWAL PROVISIONS AND ANY OTHER RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the attached agreement for SunGuide Software Support, between Miami-Dade County and the Florida Department of Transportation, District 6, in the amount of $50,000.00 annually, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise cancellation and renewal provisions, and any other rights contained therein.

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:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of June, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND MIAMI-DADE COUNTY

This Locally Funded Agreement (this "Agreement") is between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (hereinafter, the "DEPARTMENT") and the MIAMI-DADE COUNTY (hereinafter, the "COUNTY"), for SunGuide® (hereinafter, "SunGuide") software support.

W I T N E S S E T H

WHEREAS, the COUNTY desires to have the DEPARTMENT provide SunGuide software support (hereinafter, the "PROJECT"); and

WHEREAS, the PROJECT is presently in the DEPARTMENT'S Five Year Work Program scheduled to begin in fiscal year 2016/2017; and

WHEREAS, the DEPARTMENT is willing to provide the SunGuide software support in connection with the DEPARTMENT'S project identified as FM No. 413971-1-32-07. The COUNTY is willing to provide the required funds for the PROJECT in accordance with F.S. §339.12(3); and

WHEREAS, the COUNTY, authorizes the County Mayor or County Mayor's designee to execute same and exercise any cancellation, renewal, and other provisions contained therein; and

WHEREAS, the COUNTY, by Resolution dated the 19th day of July, 2016, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of the Board of County Commissioners or its designee to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual benefits to be derived from joint participation in this Agreement, the parties agree as follows:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement.
2. This Agreement shall terminate upon the discontinuance of the use of SunGuide software by the DEPARTMENT.
3. The COUNTY agrees to contribute annually the lesser of the following amounts for support of the PROJECT: (i) a lump sum of Fifty Thousand and No/100 Dollars ($50,000), or (ii) 1/n of the subsequent fiscal year support cost, wherein represents the number of entities, including the Department and its Districts, which have received SunGuide deployment before the first day of that fiscal year. The foregoing cost is hereinafter referred to as the "Support Payment". The Support Payment for a fiscal year shall be paid by the COUNTY on or before July 31st of that fiscal year. The payment of funds under this agreement will be made directly to the

DEPARTMENT for deposit in the State Transportation Trust Fund for use in Financial Management Number 413971-1-32-07.

4. The COUNTY agrees that it will, upon execution of this agreement, furnish the DEPARTMENT a lump sum non-refundable deposit in the amount annually of **FIFTY THOUSAND DOLLARS ($50,000.00 prorate based on when in fiscal year)** for full payment of the SunGuide software support starting for the fiscal year 2016/2017. The non-refundable deposit does not include any initial installation or configuration services.

   The deposit shall be made payable to the FLORIDA DEPARTMENT OF TRANSPORTATION and mailed to:

   Florida Department of Transportation
   605 Suwannee Street
   Tallahassee, Florida 32399
   Attention: LFA Section – MS 42B

   A copy shall be sent to:

   Omar M. Meitin, P.E
   District Traffic Operations Engineer
   Florida Department of Transportation, District 6
   1000 NW 111th Avenue
   Miami, Florida 33172

5. Failure of the COUNTY to deposit said amount upon execution shall be grounds for termination of this Agreement by the DEPARTMENT.

6. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

7. Unless otherwise specifically stated herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

8. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

9. When either party receives a notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim and report its findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim.

10. 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

Date

deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

11. The parties hereby agree and covenant that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

12. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

13. All notices under this Agreement shall be directed to the following:

TO DEPARTMENT:
Derek Vollmer, PE
TSM&O Program
Florida Department of Transportation
605 Suwannee Street, MS 90
Tallahassee, FL 32399-0450

TO COUNTY:
Angel Petisco
CIO/ITD Director
Miami-Dade County
5680 S.W. 87th Ave
Miami, FL 33173
United States

The remainder of this page is intentionally left blank.

Date

IN WITNESS WHEREOF, the MIAMI-DADE COUNTY has caused this Agreement to be executed in its behalf, by the Chairman of the Board of County Commission or its designee, as authorized by Resolution Number _____, and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee. This Agreement shall become effective on:

_____

MIAMI-DADE COUNTY, FLORIDA

ATTEST

CLERK (Seal)	CHAIRMAN
DATE	PRINT NAME DATE
	MIAMI-DADE COUNTY. LEGAL REVIEW:
	BY: Bruce Libhaber 6/6/16
	DATE

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

ATTEST

	BY:
EXECUTIVE SECRETARY (SEAL)	DISTRICT 6 SECRETARY OR DESIGNEE
PRINT NAME DATE	PRINT NAME DATE
	FLA. DEPT. OF TRANS. LEGAL REVIEW:
	BY:
	DATE

Date