This Interlocal Agreement ("Agreement") is entered into this _____ day of ____________________, between Broward County, a political subdivision of the State of Florida ("County"), and the State of Florida, Department of Transportation, an agency of the State of Florida ("Department") (collectively, the "Parties" and each a "Party").

RECATALS

A. County operates Port Everglades through the County’s Port Everglades Department ("Port").

B. The Department is authorized pursuant to Section 334.044(27), Florida Statutes, to conduct studies and provide coordination to assess the needs associated with landside ingress and egress to port facilities, and to coordinate with local governmental entities to ensure that port facility access routes are properly integrated with other transportation facilities.

C. The Broward County Commission approved and authorized execution of this Agreement on ____________, 20___. A certified copy of the motion and meeting minutes are attached and incorporated into this Agreement as Exhibit "C".

D. The Parties seek to improve the efficient flow of traffic on roadways within the Port Everglades Jurisdictional Area (PJA), as defined by Chapter 99-475, Laws of Florida.

E. The Department has agreed to install nine (9) traffic sensors, including supporting equipment and facilities ("traffic sensor(s)"), within the PJA to track vehicular traffic flows and patterns and to identify locations and events for analysis (the "Project"). This traffic sensor data will help determine the feasibility of potential transportation improvement strategies. The traffic sensors will be located as generally described in Exhibit "A" attached to and incorporated into this Agreement (the "Sensor Locations").

F. The Parties now wish to establish their respective rights and responsibilities with respect to the Project.

AGREEMENT

In consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

1. RECITALS.

The above recitals and representations are true and correct and are incorporated herein.

2. TERM.

The term of this Agreement shall commence upon execution by County and Department and shall continue until September 30, 2024, unless earlier terminated or renewed as set forth in this Agreement. The continuation of this Agreement beyond the end of any County fiscal year is
subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3. THE PROJECT.

A. The Department has entered into contract number BE108 with Southern Traffic Services, Inc. (“Contractor”), to provide traffic sensor installation and maintenance services. An electronic copy of this contract is available at the Florida Department of Financial Services’ website:


Unless otherwise specified in this Agreement, Department’s Contractor shall perform, and Department shall administer, all referenced installation, repair, and maintenance services for the Project.

B. The Department shall require its Contractor to install nine (9) traffic sensors in the public road right of way within the PJA at the Sensor Locations described in Exhibit "A". The Department shall require its Contractor to coordinate installation work associated with the Project with the Seaport Security Manager, the Seaport Operations Division, and the Port Director’s Office, Seaport Planning Section. The Department is responsible for the costs of installation and initial equipment calibration related to the Project. The Department will provide quality acceptance reviews of all work associated with the Project.

4. SERVICES AND PERFORMANCE.

A. County agrees to provide the Department and its Contractor access to the PJA for the purpose of installing, calibrating, operating, and maintaining the traffic sensors at the Sensor Locations.

B. Department agrees to undertake the Project in accordance with all applicable federal, state, and local laws, rules, and regulations.

C. The Department or its Contractor shall notify the Seaport Security Manager and the Seaport Operations Division at least seven (7) calendar days prior to requiring access to the PJA for installation, calibration, or maintenance activities. The contact information is provided in Exhibit "A". The Seaport Operations Division has the authority to approve, or dis-approve, the Department’s Contractor’s access request, and may provide an alternative time-frame for installation, calibration, or maintenance activities.

D. Department or its Contractor shall submit required Maintenance of Traffic (MOT) plans to the Port Director’s Office, Seaport Planning Section for review and approval, prior to the seven (7) calendar day notification requirement noted in Section 4.C. above. The contact information is provided in Exhibit "A".

E. The Department is responsible for the preparation of all design plans and activities related to the installation of the traffic sensors, at the sole cost and expense of the Department. Department’s Contractor shall obtain all required permit(s) from the appropriate governmental jurisdictions located within the PJA.
F. Upon completion of the installation work for the traffic sensors authorized by this Agreement, the Department will notify the County in writing of the completion of the traffic sensor installations.

5. ACCESS TO RIGHTS OF WAY WITHIN THE PJA.

A. County shall provide, subject to Section 4.C. above, the Department and its Contractor access to the rights of way within the PJA for work related to the Project.

B. Department and its Contractor are experienced in working in active rights of way and will conduct their activities in accord with the approved MOT plans in order to maximize safety and minimize disruption to traffic circulation.

6. OWNERSHIP.

A. The Department agrees to pay for the costs of the installation, operation, and maintenance of the nine (9) traffic sensors through September 30, 2017. The Department will own all traffic sensors installed as part of the Project unless the Department transfers ownership of the traffic sensors to County as provided in Section 6.B. below. Upon the termination or the expiration of this Agreement, the Department, at its sole expense, shall remove the traffic sensors unless Department and County agree to leave the sensors in place in accordance with Section 6.B. below. Department shall provide County with not less than ninety (90) days written notice prior to removal of the traffic sensors. The Department shall ensure that the pavement and any areas impacted by the traffic sensor removal will be restored as near as practicable to the pre-installation condition upon completion of removal activities. Traffic sensor components in the pavement may be left in-place, subject to County approval and acceptance under Section 6.B. below. All restoration and repairs shall be completed within forty-eight (48) hours of traffic sensor removal or as soon thereafter as practicable.

B. Alternatively, upon termination or expiration of this Agreement, the Department may, subject to County approval and acceptance, through Port Director’s Office, Seaport Planning Section, leave the traffic sensors in-place. The Department shall request County approval and acceptance at least ninety (90) days prior to expiration or termination of this Agreement. Upon County approval and acceptance of the traffic sensors, County shall be responsible for all future costs associated with traffic sensors that are left in-place. The Department will execute such documents as County may reasonably require to evidence such conveyance of the traffic sensors installed as part of the Project.

7. OPERATION, MAINTENANCE AND REPAIRS.

A. The Department agrees to operate and make, at its own cost and expense, all repairs or work necessary to maintain the traffic sensors in good working order through September 30, 2017. After September 30, 2017, the Department shall continue to operate and make all repairs or work necessary to maintain the traffic sensors in good working order through the expiration or termination of this Agreement, but County shall contribute toward the operation and maintenance costs as provided in Section 7.B. below.
B. Commencing on October 1st, 2017, County shall make an annual contribution of $25,000.00 to the Department for annual operation and maintenance activities associated with the traffic sensors. The Department will conduct the annual operation and maintenance activities by utilizing its Contractor. The Department will submit annual invoices to the County for County’s annual contribution for operation and maintenance costs associated with the traffic sensors. The County shall make payment to the Department for operation and maintenance of the traffic sensors no later than ninety (90) days after receipt of invoice. The schedule of the County’s contributions for annual operation and maintenance activities is set forth in Exhibit "B," County Operation and Maintenance Contribution Schedule, attached to and incorporated into this Agreement.

C. The Department and County shall provide notice of Sensor Locations to agencies responsible for maintaining roads and rights of way in the PJA to avoid damage to traffic sensors during road maintenance or construction activities.

8. INSURANCE.

A. Department and County are entities subject to Section 768.28, Florida Statutes, and each shall furnish the other with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

B. The Department shall require its Contractor to provide and keep in continuous force and effect, the following minimum insurance limits:

   Commercial general liability insurance with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit and Two Million Dollars ($2,000,000.00) per aggregate for personal injuries and property damage liability, Broward County shall be named as an Additional Insured.

   Business automobile liability insurance for all vehicles in Contractor’s name (including owned/leased and hired vehicles) with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property, for the services to be rendered in accordance with the installation and maintenance of traffic sensors.

   If Department uses a Contractor, Department shall ensure that Contractor names County as an additional insured in the name of "Broward County."

C. The Department shall require its Contractor to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law, and Employer’s liability with minimums of One Million Dollars ($1,000,000.00) per accident.

D. Department shall furnish to Port Director’s Office, Seaport Planning Section, Certificates of Insurance or Endorsements evidencing the insurance coverage specified by this article within fifteen (15) calendar days after execution of this Agreement or at least seven (7) days before any access is required. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement. No access shall be granted nor work commenced until Certificates of Insurance or Endorsements are provided.
E. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Department is completed. All policies must be endorsed to provide County with at least thirty (30) days’ notice of expiration, cancellation or restriction. If any of the insurance coverage will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of expiration.

F. County reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.

9. TERMINATION.

This Agreement may be terminated for convenience by the Department, upon not less than ninety (90) days written notice to the County. If Department terminates for convenience before the end of any County fiscal year, County shall be entitled to a pro-rated refund (of any payments made under Section 7.B.) for the remainder of the fiscal year.

10. RENEWAL.

The Department and County shall have the ability to renew this Agreement, under the same terms and conditions, for an additional eight (8) year term. The Department and County, through its Port Everglades Chief Executive/Port Director, must mutually agree in writing to renew before the expiration of this Agreement.

11. COMPLIANCE WITH LAWS.

County shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Port in conjunction with this Agreement. Failure by County to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.

12. GOVERNMENTAL IMMUNITY AND INDEMNIFICATION OF COUNTY

A. Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Department is a state agency as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

B. Department agrees to include the following indemnification in all contracts with its Contractor, including any other contractor and subcontractors, who perform work in connection with this Agreement:

"To the fullest extent permitted by law, Department’s contractor shall indemnify and hold harmless Broward County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons
employed or utilized by the contractor in the performance of this Contract. This indemnification shall survive the termination of this Contract."

13. MISCELLANEOUS PROVISIONS.

A. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision in this Agreement determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement. Venue for any action arising under this Agreement shall be in Leon County, Florida.

B. No waiver of any breach of this Agreement by any of the Parties shall be held to be a waiver of any subsequent breach. Failure of any Party to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way affect the validity of this Agreement or any part thereof, or the right of any Party to enforce each and every such provision.

C. Nothing in this Agreement shall impair a Party’s right to seek injunctive relief from the Court if immediate and irreparable injury, loss, or damage to any rights arising from this Agreement will occur.

D. This Agreement is solely for the benefit of the Parties to this Agreement and no third party shall be entitled to claim or enforce any rights under this Agreement.

E. All notices or other communications shall be deemed sufficient if made in writing and delivered either by electronic mail or by first-class mail, postage prepaid, to each Party at its respective address set forth below, or such other address as such Party may designate to the others in writing:

COUNTY:

Assistant Director of Port Everglades
Office of the Chief Executive/Port Director
Broward County Port Everglades Department
1850 Eller Drive
Fort Lauderdale, FL 33316
Email: danderton@broward.org
DEPARTMENT:

State Seaport Manager  
Florida Department of Transportation  
Seaport and Waterways Office MS68  
605 Suwannee Street  
Tallahassee, FL 32399  
Email: Robert.Emerson@dot.state.fl.us

F. This Agreement and its attached Exhibits A, B, and C embody the entire Agreement between County and the Department. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto.

G. No modification, amendment, or alteration in the terms or conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

H. This Agreement may be executed in counterparts and in duplicate originals.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written above: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____________, 20__, and STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, signing by and through its ______________, duly authorized to execute same.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

Legal Review: ________________________________
INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

COUNTY

ATTEST:

Broward County Administrator, as Ex-Officio Clerk of the Broward County Board of County Commissioners

BROWARD COUNTY, by and through its Board of County Commissioners

By

Mayor

day of , 20

Insurance requirements approved by Broward County Risk Management Division

By

CARLOS DE LA GUERRA
RISK MANAGEMENT & CONTROLS
BUSINESS ADMINISTRATION DIVISION
PORT EVERGLADES

Print Name and Title above

By

Al A. DiCalvo
Assistant County Attorney

By

Russell J. Morrison
Senior Assistant County Attorney
EXHIBIT "A"
PROJECT DESCRIPTION AND SENSOR LOCATIONS

Project Description

The Department shall install nine (9) traffic sensors within the Port Everglades Jurisdictional Area to track vehicular traffic flows and patterns and to identify locations and events for analysis. This traffic sensor data will help determine the feasibility of potential transportation improvement strategies. The traffic sensors will be located as generally shown and described below.

Maintenance for the traffic sensors will include normal and enhanced preventative maintenance procedures, including, but not limited to, the following: ensure all leads are secured to the backplane; verify splices are in good standing and splice kits are used properly; verify the cabinet is stable and secure; verify the solar panel and battery is operating and charging correctly; verify the GPS coordinates are correct; check cables, ground pull boxes, conduits, monitor road and surface conditions, and filters; verify that all posted information is legible and marked appropriately; remove graffiti and decals; replace broken components; remove unwanted animals; clean all internal sensor components; keep updated logs in each cabinet; and, provision of a work summary report to the Department.

CONTACTS

The following contact information is provided for the purpose of coordination with the County, the Department, and its Contractor.

A. Port Director’s Office, Seaport Planning Manager contact Natacha Yacinthe, phone: 954-468-0213; email: nyacinthe@broward.org
B. Seaport Operations Division contact – Leonard Fabor, phone: 954-468-3526; email: lfabor@broward.org
C. Seaport Security Manager contact – Rob Jenkins, phone: 954-494-6728; email: rojenkins@broward.org
**EXHIBIT "A" (continued)**

**Sensor Locations**: The traffic sensors shall be installed approximately at the locations shown and described below.

<table>
<thead>
<tr>
<th>Location</th>
<th>Street Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SE 14th Avenue</td>
</tr>
<tr>
<td>2</td>
<td>Eller Drive Security Gate</td>
</tr>
<tr>
<td>3</td>
<td>Eller Drive</td>
</tr>
<tr>
<td>4</td>
<td>Eisenhower Boulevard</td>
</tr>
<tr>
<td>5</td>
<td>Eisenhower Boulevard Security Gate</td>
</tr>
<tr>
<td>6</td>
<td>Spangler Boulevard Security Gate</td>
</tr>
<tr>
<td>7</td>
<td>Eller Drive/East of SE 19th Avenue Intersection</td>
</tr>
<tr>
<td>8</td>
<td>19th Avenue/North of Eller Drive</td>
</tr>
<tr>
<td>9</td>
<td>McIntosh Road Security Gate</td>
</tr>
</tbody>
</table>
EXHIBIT "B"
COUNTY OPERATION AND MAINTENANCE CONTRIBUTION SCHEDULE

The Department shall submit invoices to County and County shall make payments to the Department for operation and maintenance costs associated with the traffic sensors in accordance with the schedule below.

<table>
<thead>
<tr>
<th>County Fiscal Year</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016/2017</td>
<td>Maintenance cost covered by Department.</td>
<td>N/A</td>
<td>$0.00</td>
</tr>
<tr>
<td>2017/2018</td>
<td>After October 1, 2017.</td>
<td>Within 90 days after receipt of invoice.</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>2018/2019</td>
<td>After October 1, 2018.</td>
<td>Within 90 days after receipt of invoice.</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>2019/2020</td>
<td>After October 1, 2019.</td>
<td>Within 90 days after receipt of invoice.</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>2020/2021</td>
<td>After October 1, 2020.</td>
<td>Within 90 days after receipt of invoice.</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>2021/2022</td>
<td>After October 1, 2021.</td>
<td>Within 90 days after receipt of invoice.</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>2022/2023</td>
<td>After October 1, 2022.</td>
<td>Within 90 days after receipt of invoice.</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>2023/2024</td>
<td>After October 1, 2023.</td>
<td>Within 90 days after receipt of invoice.</td>
<td>$25,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$175,000.00</strong></td>
</tr>
</tbody>
</table>