



Interoffice Memorandum

March 15, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT PERSON: Humberto L. Castillero, P.E., PTOE, Manager
Traffic Engineering Division

PHONE NUMBER: (407) 836-7891

SUBJ: Approval of Resolution Regarding the License Agreement with the
Florida Department of Transportation for the Regional-Integrated
Corridor Management

Submitted for approval and execution is a Resolution and License Agreement between Orange County and Florida Department of Transportation (FDOT) for the Regional-Integrated Corridor Management (R-ICM) system. This software system will be used by both parties in decision making and effectively deliver transportation services to the public. It is an essential system for the operating agencies within the region to implement coordinated strategies to meet transportation performance measures in response to recurring congestion and/or delay due to planned/unplanned traffic events. The R-ICM system will become the collective knowledge resource to select appropriate response plans either through an automated or human process and determine potential corridor benefits of proposed response plans.

The County Attorney's Office and the Public Works Traffic Engineering Division have reviewed the Resolution regarding the License Agreement and find it acceptable.

Action Requested: Approval and execution of Resolution of the Orange County Board of County Commissioners regarding the License Agreement with the Florida Department of Transportation for the Regional-Integrated Corridor Management, and License Agreement by and between the State of Florida Department of Transportation and Orange County. All Districts.

JCK/HLC/HAE/dar

Attachments

LICENSE AGREEMENT

THIS AGREEMENT ("LICENSE AGREEMENT") is made and entered into this _____ day of APR 27 2021, 2021, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the "DEPARTMENT," and **ORANGE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY."

WITNESSETH:

WHEREAS, the District Five of the Department of Transportation encompasses the Central Florida area, and it has the largest district population size in the State of Florida having over four million permanent residents, accounting for 20% of the State of Florida's urbanized area population, and the permanent resident population of District Five area is expected to continue to grow at a rate of 1-3% each year;

WHEREAS, the District Five area is home to the nation's top visitor destination with a record 75 million visitors in 2018 (which equates to more than 205,000 visitors per day), and strong growth is expected to continue at a rate of 2-4% per year;

WHEREAS, there are increasingly limited opportunities for constructing new roadways in densely developed urbanized areas while further expansion of existing arterials may not be cost feasible in consideration of the cost of right-of-way acquisition and in consideration of the potential for negative impacts to local community interests;

WHEREAS, the continued economic growth and prosperity of the area depends on a viable transportation system that can safely and efficiently move an ever-greater volume of people and goods;

WHEREAS, to meet these challenges, more emphasis and consideration is being placed on the use of transportation system management and operations strategies because they have been shown to improve utilization and the efficiency of urban arterials and to reduce travel time delays;

WHEREAS, the Parties have a long standing and mutual beneficial mission to delivering the public the safest and most efficient transportation system possible;

WHEREAS, the Parties have worked together in delivering this service by sharing resources such as communication infrastructure, adopting roles most effectively carried out by the appropriate Party, and sharing lessons learned on project implementations;

WHEREAS, the Parties recognize that the transportation landscape is rapidly changing with the introduction of new technology, including more advanced signals, connected vehicles, and automated vehicles;

WHEREAS, it is in the public's best interest to have a system that is secure, protects privacy, and reacts to changing conditions in a coordinated manner, with local knowledge and regional consideration of impacts;

WHEREAS, the Parties desire to share Real Time Traffic System Data in support of the mutual beneficial mission to delivering the public the safest and most efficient transportation system possible;

WHEREAS, the Parties recognize that data sharing and coordination between the Parties will need to occur in real time via automated means, using the latest technology, effectively maintained, and connected;

WHEREAS, the Department has created a software system known as the R-ICM, an acronym for "Regional - Integrated Corridor Management," and it will be used by the Parties to inform decision making to effectively deliver transportation services to the public;

WHEREAS, the scope of services for the R-ICM software systems is attached hereto as **Exhibit "A,"** entitled "Scope of Services";

WHEREAS, the success of the R-ICM depends on a commitment of effective maintenance and continued investment in the technology on the roadside and in Transportation Management Centers by the Parties;

WHEREAS, the Parties mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each Party; and

WHEREAS, the COUNTY, by Resolution No. _____, dated _____, 2021 and attached hereto as **Exhibit “B,”** has authorized its officers to execute this LICENSE AGREEMENT on its behalf.

NOW THEREFORE, in the Parties’ consideration of the mutual benefits to be derived from participation in the R-ICM, these standards are summarized below:

1. This LICENSE AGREEMENT is non-exclusive and nothing herein shall be deemed to limit the ability of the DEPARTMENT or the COUNTY to provide the transportation data and/or services referenced herein to other parties.
2. The COUNTY has an existing telecommunication connection to the DEPARTMENT.
3. The DEPARTMENT will provide a good faith effort in maintaining the quality of service of the telecommunication connection.
4. The DEPARTMENT has created an R-ICM software for use by the Parties that requires data sharing of the Parties to inform decision making to effectively deliver transportation services to the public.
5. The Parties’ real time traffic data systems provide detection data, probe data, signal status and states, demand status and states, and other information available from the traffic signal controller, the DEPARTMENT’s central system, and the COUNTY’s Advanced Traffic Management System (ATMS).
6. The Parties’ computerized motorist information systems provide “live” video image (“video images”). The video images are not recorded by the DEPARTMENT and shall not be recorded by the COUNTY.

7. The Parties agree to share data from their real time traffic data systems, central system, ATMS, and computerized motorist information systems for the mutual benefit of the traveling public.
8. The Parties agree that sharing real time data and information may be limited by individual agency policies or statutes or may be the subject of contractual non-disclosure, licenses, or confidentiality agreements.
9. The DEPARTMENT makes no warranties concerning the quality or accuracy of the data provided under this LICENSE AGREEMENT. The DEPARTMENT does not warrant it will be able to continuously provide the data without interruption and expressly reserves the right to discontinue the data stream at any time.
10. The COUNTY agrees that it will not install or operate any equipment, hardware or software that may interfere with the DEPARTMENT's communications equipment or other DEPARTMENT electronic systems. In the event any such interference occurs, the COUNTY shall immediately remedy all problems caused by such interference. The COUNTY further authorizes the DEPARTMENT to disconnect or deactivate any equipment, hardware or software causing such interference and waives any claim it might otherwise assert as a result of such disconnection or deactivation.
11. The DEPARTMENT agrees to allow shared operations of Closed-Circuit Television (CCTV) camera operations pan-tilt-zoom control of DEPARTMENT owned cameras, for transportation purposes only, with the COUNTY for CCTV cameras located within the COUNTY'S geographic limits.
12. The COUNTY agrees to allow shared operations of CCTV cameras pan-tilt-zoom control of COUNTY owned cameras for transportation purposes only with the DEPARTMENT.
13. The COUNTY agrees to allow the DEPARTMENT the right to disseminate information to the general public. The DEPARTMENT agrees not to derive revenue from the disseminated information.
14. The DEPARTMENT requests that the COUNTY give appropriate on-screen, on-air, online, and in-print attribution to the DEPARTMENT for use of the video images.

15. The DEPARTMENT requests that the COUNTY bear in mind the content of the images when broadcasting. The video feed may sometimes contain sensitive images that can be disturbing or offensive to some viewers, potentially including images of persons or vehicles involved in fatal accidents, law enforcement stops or pursuits of vehicles, identifiable images of the general public or license plates of vehicles, or images of catastrophic events.
16. The DEPARTMENT requests that the COUNTY provide a disclaimer of any DEPARTMENT endorsement of any advertising located near or in association with the presentation of the video images.
17. The DEPARTMENT operates R-ICM from the Regional Transportation Management Center that is open 24 hours a day, 7 days a week. The COUNTY Traffic Management Center operates from 6:30 A.M. to 6:30 P.M. weekdays. The COUNTY agrees to permit after hours operational control of R-ICM to the DEPARTMENT for the mutual benefit of the Parties.
18. It is understood and agreed by the Parties that neither Party will have sole control of the overall system. Each Party has its own responsibility to ensure service is delivered. This LICENSE AGREEMENT is not a commitment of funds by either Party. Each Party shall bear its own costs in pursuing the purpose of this LICENSE AGREEMENT.
19. The risk of use of transportation data and/or services by the COUNTY is the COUNTY's sole responsibility.
20. The COUNTY shall not be charged any fees under this LICENSE AGREEMENT. In the event the Parties determine that the COUNTY caused damage to DEPARTMENT equipment, facilities, or software, the COUNTY shall reimburse the DEPARTMENT for all damages it caused within 30 days of notice from the DEPARTMENT.
21. Either Party may terminate this LICENSE AGREEMENT at any time and without notice, with or without cause.
22. It is understood and agreed by the Parties that if any part, term, or provision of this LICENSE AGREEMENT is held by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be

affected, and the rights and obligations of the parties shall be construed and enforced as if the LICENSE AGREEMENT did not contain the particular part, term, or provision held to be invalid.

23. The term of this LICENSE AGREEMENT commences upon its execution by the last Party to approve and sign it.
24. Each Party agrees that it shall be solely responsible for the wrongful acts of its employees, officers, and authorized agents, to the extent provided under Florida Statutes. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity.
25. This writing embodies the entire LICENSE AGREEMENT and understanding between the Parties, and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein.
26. This LICENSE AGREEMENT may not be assigned or transferred by the COUNTY, in whole or part.
27. This LICENSE AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the LICENSE AGREEMENT and Florida law, the laws of Florida shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

ORANGE COUNTY

By: **BOARD OF COUNTY COMMISSIONERS**

By: *Burnell Burns*

Name: Jerry L. Demings

Title: County Mayor

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: *[Signature]*

Name: John E. Tyler, P.E.

Title: Director of Transportation Operations

As approved by the Board on:

APR 27 2021

Attest: Phil Diamond, CPA,
County Comptroller, as Clerk of the
Board of County Commissioners

By: *Craig Stopysa*

for
Deputy Clerk

Attest:

Omayra Wallace
Executive Secretary

Legal Review: *[Signature]*



EXHIBIT "A"

SCOPE OF SERVICES

Scope of Services

Financial Management Numbers:

Central Florida Regional Integrated Corridor Management System Program

The DEPARTMENT has identified a need for software development services to design, develop, test, deploy, and support the Central Florida Regional Integrated Corridor Management System (hereinafter "ICMS").

The DEPARTMENT is looking to enter into a contract to procure works-for-hire system design, develop, test, deploy, and support for the ICMS needed as part of the Integrated Corridor Management ("ICM") Program.

The ICMS will consist of, but not be limited to, commercial off-the-shelf ("COTS") modeling software, a custom built decision support system ("DSS"), a custom built information exchange network ("IEN") subsystem that includes dashboards and other user interfaces to the system, and a data fusion environment ("DFE") to host data sources for both the ICMS and other external users and applications.

The Central Florida Regional ICMS is an essential system for the operating agencies within the region to implement coordinated strategies to meet transportation performance measures and in response to recurring congestion and planned and unplanned traffic events causing congestion and/or delay. The ICMS will become the collective knowledge resource to select appropriate response plans either through an automated or human process and determine potential corridor benefits of proposed response plans. The ICMS is comprised of three main systems: 1) DFE, 2) IEN, and 3) DSS.

The DFE will host a variety of data sets used and produced by the ICMS and other external systems. Data interfaces ("DI") will be developed to receive Central Florida transportation network data from various transportation data providers into the DFE. Application program interface ("API") specifications will be provided for the majority of interfaces. However, if a new data source is found to be necessary, the VENDOR may be required to develop the data interface for that source and will include additional APIs as part of a Special Projects scope outside the base scope. The DFE will also serve other D5 transportation operations beyond the needs of the ICMS.

The IEN provides graphical user interfaces ("GUI") for agencies to view the entire data set of transportation information on a single GUI and interact with the system including invoking response plans. The IEN also provides notifications through text, emails, and mobile applications to notify stakeholder agencies of events and response plan actions needed.

The DSS will be developed to provide a system to review and evaluate the current and predicted conditions of the Central Florida transportation network in order to help operators make smart decisions in managing both recurring and non-recurring congestion conditions. Components to the DSS will include an Expert Rules Engine ("ERE"), a Predictive Engine ("PRE"), and an Evaluation Engine ("EVE") that will build and select response plans to be evaluated, model the predicted outcomes of the selected response plans, evaluate and score the plans, coordinate with operators and local agency maintainers

through the IEN, and invoke the approved response plan actions through the SunGuide® software system ("SunGuide"). Once the system has deployed a response plan to SunGuide, the DSS will continue to monitor event status for changes and until the congestion has been alleviated so response plans can be modified or deactivated. The core responsibilities of the DSS are as follows:

- a. Monitor, evaluate, and respond to reoccurring congestion along the arterial network.
- b. Evaluate and respond to non-recurring congestion on I-4 within the identified network.
- c. Evaluate and respond to non-recurring congestion on arterial roadways within the identified network.

The main functionality of the ICMS is to:

1. Receive live and historical data from traffic and transportation-related systems and operations in the region;
2. Provide the current status of devices and performance of roadway and transit network within the region of interest;
3. Analyze infrastructure status data to determine the availability of infrastructure components and/or systems to use in corridor improvement strategies and response plans in the region;
4. Analyze collected data to determine transportation performance, potential corridor improvement strategies, and responses to traffic events and congestion. Strategies and responses will include, but are not limited to:
 - Coordinated timing plan for central traffic signal software;
 - Metering state and rates for ramp meters;
 - Hard shoulder running;
 - Dynamic messaging for diverting traffic;
 - Disable pricing on managed lanes;
 - Responder dispatch and coordination; and
 - Transit rerouting and bus bridging.
5. Evaluate the potential benefit of implementing corridor improvement strategies and associated response plans through simulation in real-time and offline;
6. Evaluate the impact of enacted corridor improvement strategies and associated response plans in real-time and offline;
7. Provide stakeholders with the capability to provide and receive transportation-related data; and
8. Present stakeholders with transportation-related analysis, and corridor improvement and response plan recommendations in an interactive real-time manner.
9. There are some areas of the system that were not specified in the requirements. These areas are opportunities to add value in innovated approaches. They include the following:
 - Determine cycle length during period corridor optimization
 - Connected Vehicle Integration
 - Master Signal Determination

EXHIBIT "B"

RESOLUTION

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