

RESOLUTION NO. 21-02-12

A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND ISLAMORADA, VILLAGE OF ISLANDS, FOR THE KEYS CONNECTING OVERSEAS TO ADVANCE SAFE TRAVEL (KEYS COAST) CONNECTED VEHICLE PILOT PROJECT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE MOA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE MOA; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") desires to participate in the Connected Vehicles Pilot Program with Florida Department of Transportation for the Keys Connecting Overseas to Advance Safe Travel ("Keys COAST") project; and

WHEREAS, Keys COAST is an FDOT-led connected vehicle pilot program implemented on US 1 (SR 5) within the Florida Keys; and

WHEREAS, pursuant to this pilot project, FDOT intends to install Roadside Units (RSUs) at signalized intersections along approximately 112 miles of US 1 from Key Largo to Key West and at other select locations; and

WHEREAS, pursuant to this pilot project, FDOT intends to install On-Board Units (OBUs) on test vehicles including and not limited to freight, transit, emergency, and agency fleet vehicles (Test Vehicles); and

WHEREAS, pursuant to this pilot project, FDOT intends to upgrade the existing traffic signal system to include Automated Traffic Signal Performance Measures (ATSPM) and implement Security Credential Management System (SCMS); and

WHEREAS, the connected vehicle (CV) infrastructure and devices installed on state roads pursuant to this pilot project will become part of FDOT's overall traffic management and traffic signal system; and

WHEREAS, FDOT has presented the Village with a Memorandum of Agreement ("MOA") to participate in the project; and

WHEREAS, the Village Council finds that the Village's participation in the project and approval of the MOA between FDOT and the Village are in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Memorandum of Agreement. The Village Council hereby approves the MOA between FDOT and the Village to participate in the Keys COAST project, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the MOA.

Section 4. Execution of Agreement. The Village Manager is authorized to execute the MOA on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the MOA subject to the approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by Vice Mayor Pete Bacheler, second by Councilman Mark Gregg.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	YES
Vice Mayor Pete Bacheler	YES
Councilman Mark Gregg	YES
Councilman Henry Rosenthal	YES
Councilman David Webb	YES

PASSED AND ADOPTED THIS 4TH DAY OF FEBRUARY, 2021.



JOSEPH B PINDER III, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS ONLY



ROGET V. BRYAN, VILLAGE ATTORNEY

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT SIX
AND
ISLAMORADA, VILLAGE OF ISLANDS
FOR
THE KEYS CONNECTING OVERSEAS TO ADVANCE SAFE TRAVEL
(KEYS COAST) CONNECTED VEHICLE PILOT PROJECT**

THIS MEMORANDUM OF AGREEMENT, hereinafter called the “MOA” or “Agreement”, entered into this 18 day of February, 2021, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, DISTRICT SIX located at 1000 NW 111th Ave, Miami, FL 33172, hereinafter referred to as “FDOT”, and the ISLAMORADA, VILLAGE OF ISLANDS, located at 86800 Overseas Highway, Islamorada, FL 33036, hereinafter referred to as “PARTICIPANT”, collectively referred to as the “PARTIES.”

WHEREAS, Keys Connecting Overseas to Advance Safe Travel, hereinafter referred to as “Keys COAST”, is an FDOT-led connected vehicle pilot project on US 1 (SR 5) within Monroe County, Florida; and

WHEREAS, pursuant to this pilot project, FDOT intends to install Roadside Units (RSUs) at signalized intersections along approximately 112 miles of US 1 from Key Largo to Key West and at other select locations; and

WHEREAS, pursuant to this pilot project, FDOT intends to install On-Board Units (OBUs) on test vehicles including and not limited to freight, transit, emergency, and agency fleet vehicles (Test Vehicles); and

WHEREAS, pursuant to this pilot project, FDOT intends to upgrade the existing traffic signal system to include Automated Traffic Signal Performance Measures (ATSPM) and implement Security Credential Management System (SCMS); and

WHEREAS, the connected vehicle (CV) infrastructure and devices installed on state roads pursuant to this pilot project will become part of FDOT’s overall traffic management and traffic signal system; and

NOW, THEREFORE, in consideration of the mutual benefits, the PARTIES agree as follows:

Section 1. Term

This Agreement shall commence upon the signature of both PARTIES and shall continue through July 31, 2025. This Agreement may be extended for an additional three-year term upon the expiration of this Agreement by the mutual consent of the PARTIES.

Section 2. Project Concept and Data Collection

The Connected and Automated Vehicle (CAV) technology is not a fully developed technology but an important step in advancing public safety. As part of this effort, FDOT will install OBUs on Test Vehicles that run on US 1 in Islamorada, Village of Islands including police vehicles, fire rescue trucks, agency fleet vehicles, and transit vehicles.

This OBU installation by FDOT does not modify the PARTICIPANT's responsibility to operate and maintain Test Vehicles in a safe vehicle operating condition at all times. The driver of the Test Vehicle remains in full control of the vehicle and is responsible for all driving functions when operating the vehicle. The OBUs will collect and send data on vehicle actions and communications with other connected vehicles, cyclists, pedestrians, and certain infrastructure. FDOT will install RSUs into existing FDOT infrastructure to communicate with OBUs and collect data recorded to measure the benefits of the system and verify its operational status.

The OBUs may record information from all sources available which include the position, speed, and direction of the Test Vehicle and may record the time surrounding an event. The OBU collected data may be encrypted on the Test Vehicle without any private/identifiable information and transmitted securely to FDOT.

It is envisioned that cyclists and pedestrians may use technology similar to that of the OBUs in the form of a mobile application (hosted on Smartphones or similar devices) that may broadcast data about their localized position and movement information on sidewalks and crosswalks, analyze their location information, and may provide alerts to those users and to participating vehicles.

The alerts/warnings that will be provided to drivers/operators may consist of the following safety warnings: potential red-light violation; approaching a school/work zone; excess speed; pedestrian in the roadway; and potential vehicle collision. In addition, the OBUs are envisioned to support a number of vehicle-to-vehicle ("V2V") safety applications that may provide the following: forward collision warning; emergency electronic brake light warning; blind-spot warning; lane change warning/assist; and intersection movement assist to avoid crashes. Such V2V warnings are based on connected vehicle (CV) messages received from other vehicles outfitted with the CV technology.

The following range of applications may be implemented on US 1 using the data from OBUs and RSUs – emergency vehicle preemption; CV traffic signal system; V2V basic safety; transit signal priority; freight signal priority; and pedestrian and cyclist safety.

Section 3. Confidentiality

If PARTICIPANT asserts that any information obtained in furtherance of this Agreement is confidential, subject to the conditions herein, PARTICIPANT must identify the information, or categories, of information it deems confidential and identify the specific statute that authorizes exemption under Florida's public records law. Failure to identify such information as confidential constitutes a waiver of claims that the information is confidential. If FDOT receives a public records request for a document or information that PARTICIPANT has identified as confidential, FDOT may notify PARTICIPANT of the request and inform PARTICIPANT that in order to avoid disclosure, PARTICIPANT must file an action in circuit court within thirty (30) days after the date of the notice seeking a declaratory judgment that the information in question is confidential and an order barring public disclosure of the document, in which case PARTICIPANT must provide written notice to FDOT that the action was filed. Failure to file an action within 30 days may constitute a waiver of any claim

of confidentiality, and FDOT may release the documents and information requested. FDOT agrees that it will not release any information identified as confidential to any party outside of this Agreement except as set forth above and required by applicable law (public records), the virtue of court order, subpoena, or other validly issued administrative or judicial notice or order.

Each party shall promptly notify the other party of any unauthorized release of the other party's confidential information of which said party may become aware.

Section 4. Installation and Equipment Maintenance

The PARTIES agree that FDOT will be responsible for the installation, modification, periodic maintenance, removal, and any needed replacement of the OBUs in the Test Vehicles that are a part of this pilot project, with FDOT notifying the PARTICIPANT at least one-week in advance. Upon notice from FDOT, the PARTICIPANT agrees to make all reasonable efforts to make the Test Vehicle available to FDOT during mutually agreed pre-scheduled hours for the purpose of installing, modifying, maintaining, removing or replacing the OBU. FDOT will also monitor the OBU device for health, ensure top-off of security certificates, and respond to OBU related requests by the PARTICIPANT in a timely manner.

OBUs will provide drivers with audible warnings or alerts and it is the responsibility of PARTICIPANT to alert FDOT of any suspected equipment malfunction. FDOT may seek user input on the devices, icons, and general interaction with the device from the PARTICIPANT's vehicle operator. The PARTICIPANT will cooperate with FDOT when requested for information about the system and user experience.

The OBUs installed on the Test Vehicles are and will remain the property of FDOT. The OBUs shall only be removed from the vehicles by FDOT, unless the PARTICIPANT requests and receives a written consent from FDOT approving the PARTICIPANT to remove an OBU from a vehicle. All the OBUs that are removed at any time during the term of this pilot project are to be returned to FDOT. At the termination of the pilot project, all OBUs shall be returned to FDOT. Within three (3) business days of becoming aware of any lost, stolen, or vandalized OBU, the PARTICIPANT shall notify FDOT of such incident. FDOT may elect to seek reimbursement from the PARTICIPANT for all OBUs not returned to FDOT by the PARTICIPANT, in which case PARTICIPANT shall provide such reimbursement.

For the PARTICIPANT's Test Vehicles that are a part of this pilot project, the role of the PARTICIPANT includes, but is not limited to:

- Estimating the turnover in the agency fleet and to not include as Test Vehicles those vehicles that are expected to be replaced within the first two (2) years of the Agreement.
- Identifying as Test Vehicles, those vehicles that frequently travel on US 1 in Monroe County.
- Promptly notifying FDOT in the event that a Test Vehicle unexpectedly requires removal from service due to factors including but not limited to breakdowns, crashes, and other incidents.
 - If a vehicle is likely to be out of service or used in a different service area for a more than four-week period, including replacement, the PARTICIPANT will provide a two week advance notice to FDOT and make arrangement with FDOT for the removal of the Connected Vehicle device from the vehicle.
- Witnessing the installation, modification, maintenance, removal or replacement of the OBU on the PARTICIPANT Test Vehicle, and then upon completion of the said activity, accepting the vehicle back through a sign-off process to be developed by FDOT for the pilot project.
 - The sign off by the PARTICIPANT shall recognize that the OBU installation,

modification, maintenance, removal, or replacement activity, as applicable, is complete, and FDOT has not caused damage to the Test Vehicle.

Section 5. Assumption of Risk

PARTICIPANT understands that participation in the Keys COAST Project is voluntary and PARTICIPANT agrees to assume any and all risks related to participation in the Keys COAST Project, which may include but not be limited to OBU operation, removal, misuse, malfunction or inactivation.

Section 6. Indemnification and Insurance

This project does not involve self-driving or autonomous vehicles. This project involves connected vehicles where the driver is in full control of their vehicle. The driver is legally responsible to drive the vehicle and conform with all applicable state laws and PARTICIPANT's vehicle operating policies. FDOT is not responsible for damages the driver and/or the Test Vehicle may incur in the event of a crash or any other vehicle operations. FDOT is not liable for the action(s) of the PARTICIPANT driver(s).

To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, PARTICIPANT agrees to indemnify and hold harmless the Department, including the Department's 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 PARTICIPANT and persons employed or utilized by PARTICIPANT in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the PARTICIPANT's sovereign immunity.

The PARTICIPANT shall have minimum insurance levels at the following amounts: worker's compensation, in statutory amounts, with employers' liability limits not less than \$1,000,000 each accident or injury; and professional liability insurance, applicable to their profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with upgrades provides under this Agreement.

Section 7. Contacts

The Village Manager, or designee, shall be the representative of the Village on all matters pertaining to this Agreement and Mrs. Yamilet Diaz, FDOT District Six TSM&O Engineer - Arterials, will be the representative for the FDOT. The addresses of these representatives are as follows:

Mrs. Yamilet Diaz, P.E.
Florida Department of Transportation, District Six
1001 NW 111th Ave,
Miami, FL 33172
Office Number: (305) 640-7333
yamilet.diaz@dot.state.fl.us

Maria T. Bassett, Acting Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Office Number: 305-664-6445
Email: maria.bassett@islamorada.fl.us

Any change of contact person name or address may be provided to the other party in writing.

Section 8. Termination and Amendment

The FDOT and the PARTICIPANT shall each have the right to terminate this Agreement upon thirty (30) days advance written notification by hand delivery or by certified U.S. mail, return receipt requested, postage prepaid, to the representatives at the addresses set forth in Section 7 above. Notices shall be deemed to be duly given when received by the addressee. All the OBUs shall be returned by PARTICIPANT to the FDOT upon the termination of this Agreement.

The FDOT's performance under this Agreement is contingent upon an annual appropriation by the Legislature. Termination of this Agreement under this paragraph shall be effective only upon receipt by PARTICIPANT of notification by hand delivery, at which time the PARTICIPANT's obligation hereunder shall also immediately be terminated.

Subject to the provisions of Chapter 119, Florida Statutes, the FDOT may terminate this Agreement at any time for refusal by the PARTICIPANT to allow public access to all documents, papers, letters or other materials made or received by the PARTICIPANT in connection with this Agreement, unless the documents, papers, letters, or other materials are confidential and exempt from public records requirements under state law.

The PARTIES may amend this Agreement with a written agreement executed with the same formalities as this Agreement.

Section 9. Governing Law

Unless otherwise specifically stated herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 10. Severability

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.

Section 11. Entire Agreement

This Agreement 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 representations or agreements (whether oral or written) or on any other documents referencing or related to the Project, the Agreement, or the PARTIES' agreement regarding same.

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 with the same formality and of equal dignity herewith.

Section 12. Due Authorization

The PARTIES represent and warrant that the signatories below are duly authorized by the party each represents to enter into this Agreement on behalf of said party, and by their signatures do bind the party they represent to the terms of this Agreement.

[signature page follows]

Memorandum of Agreement (MOA)

KEYS CONNECTING OVERSEAS TO ADVANCE SAFE TRAVEL

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

By: Maria J Bassett
NAME: Maria Bassett
TITLE: Acting Village Manager
Islamorada, Village of Islands

By: Roger Bryan
Village Attorney

DocuSigned by:
By: Rudy Garcia 2/18/2021 | 4:14 PM EST
NAME: Rudy Garcia
TITLE: District Director of Operations
Florida Department of Transportation,
District Six

DocuSigned by:
By: Alicia Trujillo 2/19/2021 | 9:09 AM EST
NAME: Alicia Trujillo
District General Counsel