

Pinellas Countywide ATMS Requirements Document

APPENDICES

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Appendix A – Glossary

ATMS	Advanced Traffic Management System
CCTV	Closed Circuit Television
Department	Florida Department of Transportation
DMS	Dynamic Message Sign
Failure	The malfunction of a system component or group of components that results in the unavailability or diminished capability of certain system functions.
FDOT	Florida Department of Transportation
GIS	Geographic Information System
GPS	Global Positioning System
Incident	An unanticipated short term disruption of normal traffic flow, such as a collision, breakdown, or maintenance operation.
ITS	Intelligent Transportation System
LAN	Local Area Network
MOE	Measure of Effectiveness
MTCS	Modern Traffic Control System
NTCIP	National Transportation Communications for ITS Protocol
Open Architecture	A system design concept to allow for the future addition of system enhancements with a minimal amount of revisions to the original system's hardware and software.
Operator	An agency Traffic Engineering staff member with hands-on responsibility for the operation of the ATMS.
System Manager	The consultant under contract to FDOT for the management of the Pinellas Countywide ATMS deployment.
TOC	Traffic Operations Center.
TS&MCC	The Pinellas County Traffic Signal & Median Closure Committee (TS&MCC)
UPS	Uninterruptible Power Supply

Appendix B – Florida Statutes on Intergovernmental Relationships

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163.01 Florida Interlocal Cooperation Act of 1969.--

(1) This section shall be known and may be cited as the "Florida Interlocal Cooperation Act of 1969."

(2) It is the purpose of this section to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

(3) As used in this section:

(a) "Interlocal agreement" means an agreement entered into pursuant to this section.

(b) "Public agency" means a political subdivision, agency, or officer of this state or of any state of the United States, including, but not limited to, state government, county, city, school district, single and multipurpose special district, single and multipurpose public authority, metropolitan or consolidated government, an independently elected county officer, any agency of the United States Government, and any similar entity of any other state of the United States.

(c) "State" means a state of the United States.

(d) "Electric project" means:

1. Any plant, works, system, facilities, and real property and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, which is located within or without the state and which is used or useful in the generation, production, transmission, purchase, sale, exchange, or interchange of electric capacity and energy, including facilities and property for the acquisition, extraction, conversion, transportation, storage, reprocessing, or disposal of fuel and other materials of any kind for any such purposes.

2. Any interest in, or right to, the use, services, output, or capacity of any such plant, works, system, or facilities.

3. Any study to determine the feasibility or costs of any of the foregoing, including, but not limited to, engineering, legal, financial, and other services necessary or appropriate to determine the legality and financial and engineering feasibility of any project referred to in subparagraph 1. or subparagraph 2.

(e) "Person" means:

1. Any natural person;

2. The United States; any state; any municipality, political subdivision, or municipal corporation created by or pursuant to the laws of the United States or any state; or any board, corporation, or other entity or body declared by or pursuant to the laws of the United States or any state to be a department, agency, or instrumentality thereof;

3. Any corporation, not-for-profit corporation, firm, partnership, cooperative association, electric cooperative, or business trust of any nature whatsoever which is organized and existing under the laws of the United States or any state; or

4. Any foreign country; any political subdivision or governmental unit of a foreign country; or any corporation, not-for-profit corporation, firm, partnership, cooperative association, electric cooperative, or business trust of any nature whatsoever which is organized and existing under the laws of a foreign country or of a political subdivision or governmental unit thereof.

(f) "Electric utility" has the same meaning as in s. 361.11(2).

(g) "Foreign public utility" means any person whose principal location or principal place of business is not located within this state; who owns, maintains, or operates facilities for the generation, transmission, or distribution of electrical energy; and who supplies electricity to retail or wholesale customers, or both, on a continuous, reliable, and dependable basis. "Foreign public utility" also means any affiliate or subsidiary of such person, the business of which is limited to the generation or transmission, or both, of electrical energy and activities reasonably incidental thereto.

(h) "Local government liability pool" means a reciprocal insurer as defined in s. 629.021 or any self-insurance program created pursuant to s. 768.28(15), formed and controlled by counties or municipalities of this state to provide liability insurance coverage for counties, municipalities, or other public agencies of this state, which pool may contract with other parties for the purpose of providing claims administration, processing, accounting, and other administrative facilities.

(4) A public agency of this state may exercise jointly with any other public agency of the state, of any other state, or of the United States Government any power, privilege, or authority which such agencies share in common and which each might exercise separately.

(5) A joint exercise of power pursuant to this section shall be made by contract in the form of an interlocal agreement, which may provide for:

(a) The purpose of such interlocal agreement or the power to be exercised and the method by which the purpose will be accomplished or the manner in which the power will be exercised.

(b) The duration of the interlocal agreement and the method by which it may be rescinded or terminated by any participating public agency prior to the stated date of termination.

(c) The precise organization, composition, and nature of any separate legal or administrative entity created thereby with the powers designated thereto, if such entity may be legally created.

(d) The manner in which the parties to an interlocal agreement will provide from their treasuries the financial support for the purpose set forth in the interlocal agreement; payments of public funds that may be made to defray the cost of such purpose; advances of public funds that may be made for the purposes set forth in the interlocal agreements and repayment thereof; and the personnel, equipment, or property of one or more of the parties to the agreement that may be used in lieu of other contributions or advances.

(e) The manner in which funds may be paid to and disbursed by any separate legal or administrative entity created pursuant to the interlocal agreement.

(f) A method or formula for equitably providing for and allocating and financing the capital and operating costs, including payments to reserve funds authorized by law and payments of principal and interest on obligations. The method or formula shall be established by the participating parties to the interlocal agreement on a ratio of full valuation of real property, on the basis of the amount of services rendered or to be rendered or benefits received or conferred or to be received or conferred, or on any other equitable basis, including the levying of taxes or assessments to pay such costs on the entire area serviced by the parties to the interlocal agreement, subject to such limitations as may be contained in the constitution and statutes of this state.

(g) The manner of employing, engaging, compensating, transferring, or discharging necessary personnel, subject to the provisions of applicable civil service and merit systems.

(h) The fixing and collecting of charges, rates, rents, or fees, where appropriate, and the making and promulgation of necessary rules and regulations and their enforcement by or with the assistance of the participating parties to the interlocal agreement.

(i) The manner in which purchases shall be made and contracts entered into.

(j) The acquisition, ownership, custody, operation, maintenance, lease, or sale of real or personal property.

(k) The disposition, diversion, or distribution of any property acquired through the execution of such interlocal agreement.

(l) The manner in which, after the completion of the purpose of the interlocal agreement, any surplus money shall be returned in proportion to the contributions made by the participating parties.

(m) The acceptance of gifts, grants, assistance funds, or bequests.

(n) The making of claims for federal or state aid payable to the individual or several participants on account of the execution of the interlocal agreement.

(o) The manner of responding for any liabilities that might be incurred through performance of the interlocal agreement and insuring against any such liability.

(p) The adjudication of disputes or disagreements, the effects of failure of participating parties to pay their shares of the costs and expenses, and the rights of the other participants in such cases.

(q) The manner in which strict accountability of all funds shall be provided for and the manner in which reports, including an annual independent audit, of all receipts and disbursements shall be prepared and presented to each participating party to the interlocal agreement.

(r) Any other necessary and proper matters agreed upon by the participating public agencies.

(6) An interlocal agreement may provide for one or more parties to the agreement to administer or execute the agreement. One or more parties to the agreement may agree to provide all or a part of the services set forth in the agreement in the manner provided in the agreement. The parties may provide for the mutual exchange of services without payment of any contribution other than such services.

(7)(a) An interlocal agreement may provide for a separate legal or administrative entity to administer or execute the agreement, which may be a commission, board, or council constituted pursuant to the agreement.

(b) A separate legal or administrative entity created by an interlocal agreement shall possess the common power specified in the agreement and may exercise it in the manner or according to the method provided in the agreement. The entity may, in addition to its other powers, be authorized in its own name to make and enter into contracts; to employ agencies or employees; to acquire, construct, manage, maintain, or operate buildings, works, or improvements; to acquire, hold, or dispose of property; and to incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the parties to the agreement.

(c) No separate legal or administrative entity created by an interlocal agreement shall possess the power or authority to levy any type of tax within the boundaries of any governmental unit participating in the interlocal agreement, to issue any type of bond in its own name, or in any way to obligate financially a governmental unit participating in the interlocal agreement. However, any separate legal entity, the membership of which consists only of electric utilities as defined in s. 361.11(2) and which is created for the purpose of exercising the powers granted by part II of chapter 361, the Joint Power Act, may, for the purpose of financing or refinancing the costs of an electric project, exercise all powers in connection with the authorization, issuance, and sale of bonds as are conferred by parts I, II, and III of chapter 159 or part II of chapter 166, or both. Any such entity may also issue bond anticipation notes, as provided by s. 215.431, in connection with the authorization, issuance, and sale of such bonds. All of the privileges, benefits, powers, and terms of parts I, II, and III of chapter 159 and part II of chapter 166, notwithstanding any limitations provided above, shall be fully applicable to such entity. In addition, the governing body of such legal entity may also authorize bonds to be issued and sold from time to time and delegate, to such officer, official, or agent of such legal entity as the governing body of such legal entity shall select, the power to determine the time; manner of sale, public or private; maturities; rate or rates of interest, which may be fixed or may vary at such time or times and in accordance with a specified formula or method of determination; and other terms and conditions as may be deemed appropriate by the officer, official, or agent so designated by the governing body of such legal entity. However, the amounts and maturities of such bonds and the interest rate or rates on such bonds shall be within the limits prescribed by the governing body of such legal entity in its resolution delegating to such officer, official, or agent the power to authorize the issuance and sale of such bonds. Bonds issued pursuant to this section may be validated as provided in chapter 75 and paragraph (15)(f). However, the complaint in any action to validate such bonds shall be filed only in the Circuit Court for Leon County. The notice required to be published by s. 75.06 shall be published only in Leon County, and the complaint and order of the circuit court shall be served only on the State Attorney of the Second Judicial Circuit and on the state attorney of each circuit in which a public agency participating in the electric project lies. Notice of such proceedings shall be published in the manner and at the time required by s. 75.06 in Leon County and in each county in which any portion of any public agency participating in the electric project lies.

(d) Notwithstanding the provisions of paragraph (c), any separate legal entity created pursuant to this section and controlled by the municipalities or counties of this state or by one or more municipality and one or more county of this state, the membership of which consists or is to consist of municipalities only, counties only, or one or more municipality and one or more county, may, for the purpose of financing or refinancing any capital projects, exercise all powers in connection with the authorization, issuance, and sale of bonds. Notwithstanding any limitations provided in this section, all of the privileges, benefits, powers, and terms of part I of chapter 125, part II of chapter 166, and part I of chapter 159 shall be fully applicable to such entity. Bonds issued by such entity shall be deemed issued on behalf of the counties or municipalities which enter into loan agreements with such entity as provided in this paragraph. Any loan agreement executed pursuant to a program of such entity shall be governed by the provisions of part I of chapter 159 or, in the case of counties, part I of chapter 125, or in the case of municipalities and charter counties, part II of chapter 166. Proceeds of bonds issued by such entity may be loaned to counties or municipalities of this state or a combination of municipalities and counties, whether or not such counties or municipalities are also members of the entity issuing the bonds. The issuance of bonds by such entity to fund a loan program to make loans to municipalities or counties or a combination of municipalities and counties with one another for capital projects to be identified subsequent to the issuance of the bonds to fund such loan programs is deemed to be a paramount public purpose. Any entity so created may also issue bond anticipation notes, as provided by s. 215.431, in connection with the authorization, issuance, and sale of such bonds. In addition, the governing body of such legal entity may also authorize bonds to be issued and sold from time to time and may delegate, to such officer, official, or agent of such legal entity as the governing body of such legal entity may select, the power to determine the time; manner of sale, public or private; maturities; rate or rates of interest, which may be fixed or may vary at such time or times and in accordance with a specified formula or method of determination; and other terms and conditions as may be deemed appropriate by the officer, official, or agent so designated by the governing body of such legal entity. However, the amounts and maturities of such bonds and the interest rate or rates of such bonds shall be within the limits prescribed by the governing body of such legal entity and its resolution delegating to such officer, official, or agent the power to authorize the issuance and sale of such bonds. A local government self-insurance fund established under this section may financially guarantee bonds or bond anticipation notes issued or loans made under this subsection. Bonds issued pursuant to this paragraph may be validated as provided in chapter 75. The complaint in any action to validate such bonds shall be filed only in the Circuit Court for Leon County. The notice required to be published by s. 75.06 shall be published only in Leon County, and the complaint and order of the circuit court shall be served only on the State Attorney of the Second Judicial Circuit and on the state attorney of each circuit in each county where the public agencies which were initially a party to the agreement are located. Notice of such proceedings shall be published in the manner and the time required by s. 75.06 in Leon County and in each county where the public agencies which were initially a party to the agreement are located. Obligations of any county or municipality pursuant to a loan agreement as described in this paragraph may be validated as provided in chapter 75.

(e)1. Notwithstanding the provisions of paragraph (c), any separate legal entity, created pursuant to the provisions of this section and controlled by counties or municipalities of this state, the membership of which consists or is to consist only of public agencies of this state, may, for the purpose of financing acquisition of liability coverage contracts from one or more local government liability pools to provide liability coverage for counties, municipalities, or other public agencies of this state, exercise all powers in connection with the authorization, issuance, and sale of bonds. All of the privileges, benefits, powers, and terms of s. 125.01 relating to counties and s. 166.021 relating to municipalities shall be

fully applicable to such entity and such entity shall be considered a unit of local government for all of the privileges, benefits, powers, and terms of part I of chapter 159. Bonds issued by such entity shall be deemed issued on behalf of counties, municipalities, or public agencies which enter into loan agreements with such entity as provided in this paragraph. Proceeds of bonds issued by such entity may be loaned to counties, municipalities, or other public agencies of this state, whether or not such counties, municipalities, or other public agencies are also members of the entity issuing the bonds, and such counties, municipalities, or other public agencies may in turn deposit such loan proceeds with a separate local government liability pool for purposes of acquiring liability coverage contracts.

2. Counties or municipalities of this state are authorized pursuant to this section, in addition to the authority provided by s. 125.01, part II of chapter 166, and other applicable law, to issue bonds for the purpose of acquiring liability coverage contracts from a local government liability pool. Any individual county or municipality may, by entering into interlocal agreements with other counties, municipalities, or public agencies of this state, issue bonds on behalf of itself and other counties, municipalities, or other public agencies, for purposes of acquiring a liability coverage contract or contracts from a local government liability pool. Counties, municipalities, or other public agencies are also authorized to enter into loan agreements with any entity created pursuant to subparagraph 1., or with any county or municipality issuing bonds pursuant to this subparagraph, for the purpose of obtaining bond proceeds with which to acquire liability coverage contracts from a local government liability pool. No county, municipality, or other public agency shall at any time have more than one loan agreement outstanding for the purpose of obtaining bond proceeds with which to acquire liability coverage contracts from a local government liability pool. Obligations of any county, municipality, or other public agency of this state pursuant to a loan agreement as described above may be validated as provided in chapter 75. Prior to the issuance of any bonds pursuant to subparagraph 1. or this subparagraph for the purpose of acquiring liability coverage contracts from a local government liability pool, the reciprocal insurer or the manager of any self-insurance program shall demonstrate to the satisfaction of the Department of Insurance that excess liability coverage for counties, municipalities, or other public agencies is reasonably unobtainable in the amounts provided by such pool or that the liability coverage obtained through acquiring contracts from a local government liability pool, after taking into account costs of issuance of bonds and any other administrative fees, is less expensive to counties, municipalities, or special districts than similar commercial coverage then reasonably available.

3. Any entity created pursuant to this section or any county or municipality may also issue bond anticipation notes, as provided by s. 215.431, in connection with the authorization, issuance, and sale of such bonds. In addition, the governing body of such legal entity or the governing body of such county or municipality may also authorize bonds to be issued and sold from time to time and may delegate, to such officer, official, or agent of such legal entity as the governing body of such legal entity may select, the power to determine the time; manner of sale, public or private; maturities; rate or rates of interest, which may be fixed or may vary at such time or times and in accordance with a specified formula or method of determination; and other terms and conditions as may be deemed appropriate by the officer, official, or agent so designated by the governing body of such legal entity. However, the amounts and maturities of such bonds and the interest rate or rates of such bonds shall be within the limits prescribed by the governing body of such legal entity and its resolution delegating to such officer, official, or agent the power to authorize the issuance and sale of such bonds. Any series of bonds issued pursuant to this paragraph shall mature no later than 7 years following the date of issuance thereof.

4. Bonds issued pursuant to subparagraph 1. may be validated as provided in chapter 75. The complaint in any action to validate such bonds shall be filed only in the Circuit Court for Leon County. The notice required to be published by s. 75.06 shall be published in Leon County and in each county which is an owner of the entity issuing the bonds, or in which a member of the entity is located, and the complaint and order of the circuit court shall be served only on the State Attorney of the Second Judicial Circuit and on the state attorney of each circuit in each county or municipality which is an owner of the entity issuing the bonds or in which a member of the entity is located.

5. Bonds issued pursuant to subparagraph 2. may be validated as provided in chapter 75. The complaint in any action to validate such bonds shall be filed in the circuit court of the county or municipality which will issue the bonds. The notice required to be published by s. 75.06 shall be published only in the county where the complaint is filed, and the complaint and order of the circuit court shall be served only on the state attorney of the circuit in the county or municipality which will issue the bonds.

6. The participation by any county, municipality, or other public agency of this state in a local government liability pool shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered regarding such a local government liability pool be required to contain any provision for waiver.

(f) Notwithstanding anything to the contrary, any separate legal entity, created pursuant to the provisions of this section, wholly owned by the municipalities or counties of this state, the membership of which consists or is to consist only of municipalities or counties of this state, may exercise the right and power of eminent domain, including the procedural powers under chapters 73 and 74, if such right and power is granted to such entity by the interlocal agreement creating the entity.

(g)1. Notwithstanding any other provisions of this section, any separate legal entity created under this section, the membership of which is limited to municipalities and counties of the state, may acquire, own, construct, improve, operate, and manage public facilities relating to a governmental function or purpose, including, but not limited to, wastewater facilities, water or alternative water supply facilities, and water reuse facilities, which may serve populations within or outside of the members of the entity. Notwithstanding s. 367.171(7), any separate legal entity created under this paragraph is not subject to commission jurisdiction and may not provide utility services within the service area of an existing utility system unless it has received the consent of the utility. The entity may finance or refinance the acquisition, construction, expansion, and improvement of the public facility through the issuance of its bonds, notes, or other obligations under this section. The entity has all the powers provided by the interlocal agreement under which it is created or which are necessary to own, operate, or manage the public facility, including, without limitation, the power to establish rates, charges, and fees for products or services provided by it, the power to levy special assessments, the power to sell all or a portion of its facility, and the power to contract with a public or private entity to manage and operate its facilities or to provide or receive services or products. Except as may be limited by the interlocal agreement under which the entity is created, all of the privileges, benefits, powers, and terms of s. 125.01, relating to counties, and s. 166.021, relating to municipalities, are fully applicable to the entity. However, neither the entity nor any of its members on behalf of the entity may exercise the power of eminent domain over the facilities or property of any existing water or wastewater plant utility system, nor may the entity acquire title to any water or wastewater plant utility facilities or property which was acquired by the use of eminent domain after the effective date of this act. Bonds, notes, and other obligations

issued by the entity are issued on behalf of the public agencies that are members of the entity.

2. Any entity created under this section may also issue bond anticipation notes in connection with the authorization, issuance, and sale of bonds. The bonds may be issued as serial bonds or as term bonds or both. Any entity may issue capital appreciation bonds or variable rate bonds. Any bonds, notes, or other obligations must be authorized by resolution of the governing body of the entity and bear the date or dates; mature at the time or times, not exceeding 40 years from their respective dates; bear interest at the rate or rates; be payable at the time or times; be in the denomination; be in the form; carry the registration privileges; be executed in the manner; be payable from the sources and in the medium or payment and at the place; and be subject to the terms of redemption, including redemption prior to maturity, as the resolution may provide. If any officer whose signature, or a facsimile of whose signature, appears on any bonds, notes, or other obligations ceases to be an officer before the delivery of the bonds, notes, or other obligations, the signature or facsimile is valid and sufficient for all purposes as if he or she had remained in office until the delivery. The bonds, notes, or other obligations may be sold at public or private sale for such price as the governing body of the entity shall determine. Pending preparation of the definitive bonds, the entity may issue interim certificates, which shall be exchanged for the definitive bonds. The bonds may be secured by a form of credit enhancement, if any, as the entity deems appropriate. The bonds may be secured by an indenture of trust or trust agreement. In addition, the governing body of the legal entity may delegate, to an officer, official, or agent of the legal entity as the governing body of the legal entity may select, the power to determine the time; manner of sale, public or private; maturities; rate of interest, which may be fixed or may vary at the time and in accordance with a specified formula or method of determination; and other terms and conditions as may be deemed appropriate by the officer, official, or agent so designated by the governing body of the legal entity. However, the amount and maturity of the bonds, notes, or other obligations and the interest rate of the bonds, notes, or other obligations must be within the limits prescribed by the governing body of the legal entity and its resolution delegating to an officer, official, or agent the power to authorize the issuance and sale of the bonds, notes, or other obligations.

3. Bonds, notes, or other obligations issued under subparagraph 1. may be validated as provided in chapter 75. The complaint in any action to validate the bonds, notes, or other obligations must be filed only in the Circuit Court for Leon County. The notice required to be published by s. 75.06 must be published in Leon County and in each county that is a member of the entity issuing the bonds, notes, or other obligations, or in which a member of the entity is located, and the complaint and order of the circuit court must be served only on the State Attorney of the Second Judicial Circuit and on the state attorney of each circuit in each county that is a member of the entity issuing the bonds, notes, or other obligations or in which a member of the entity is located. Section 75.04(2) does not apply to a complaint for validation brought by the legal entity.

4. The accomplishment of the authorized purposes of a legal entity created under this paragraph is in all respects for the benefit of the people of the state, for the increase of their commerce and prosperity, and for the improvement of their health and living conditions. Since the legal entity will perform essential governmental functions in accomplishing its purposes, the legal entity is not required to pay any taxes or assessments of any kind whatsoever upon any property acquired or used by it for such purposes or upon any revenues at any time received by it. The bonds, notes, and other obligations of an entity, their transfer and the income therefrom, including any profits made on the sale

thereof, are at all times free from taxation of any kind by the state or by any political subdivision or other agency or instrumentality thereof. The exemption granted in this subparagraph is not applicable to any tax imposed by chapter 220 on interest, income, or profits on debt obligations owned by corporations.

(8) If the purpose set forth in an interlocal agreement is the acquisition, construction, or operation of a revenue-producing facility, the agreement may provide for the repayment or return to the parties of all or any part of the contributions, payments, or advances made by the parties pursuant to subsection (5) and for payment to the parties of any sum derived from the revenues of such facility. Payments, repayments, or returns shall be made at any time and in the manner specified in the agreement and may be made at any time on or prior to the rescission or termination of the agreement or completion of the purposes of the agreement.

(9)(a) All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agency or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of any such interlocal agreement.

(b) An interlocal agreement does not relieve a public agency of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by one or more of the parties to the agreement or any legal or administrative entity created by the agreement, in which case the performance may be offered in satisfaction of the obligation or responsibility.

(c) All of the privileges and immunities from liability and exemptions from laws, ordinances, and rules which apply to the municipalities and counties of this state apply to the same degree and extent to any separate legal entity, created pursuant to the provisions of this section, wholly owned by the municipalities or counties of this state, the membership of which consists or is to consist only of municipalities or counties of this state, unless the interlocal agreement creating such entity provides to the contrary. All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pension and relief, disability, and worker's compensation, and other benefits which apply to the activity of officers, agents, employees, or employees of agents of counties and municipalities of this state which are parties to an interlocal agreement creating a separate legal entity pursuant to the provisions of this section shall apply to the same degree and extent to the officers, agents, or employees of such entity unless the interlocal agreement creating such entity provides to the contrary.

(10)(a) A public agency entering into an interlocal agreement may appropriate funds and sell, give, or otherwise supply any party designated to operate the joint or cooperative undertaking such personnel, services, facilities, property, franchises, or funds thereof as may be within its legal power to furnish.

(b) A public agency entering into an interlocal agreement may receive grants-in-aid or other assistance funds from the United States Government or this state for use in carrying out the purposes of the interlocal agreement.

(11) Prior to its effectiveness, an interlocal agreement and subsequent amendments thereto shall be filed with the clerk of the circuit court of each county where a party to the agreement is located.

(12) Any public agency entering into an agreement pursuant to this section may appropriate funds and may sell, lease, give, or otherwise supply the administrative joint board or other legal or administrative entity created to operate the joint or cooperative undertaking by providing such personnel or services therefor as may be within its legal power to furnish.

(13) The powers and authority granted by this section shall be in addition and supplemental to those granted by any other general, local, or special law. Nothing contained herein shall be deemed to interfere with the application of any other law.

(14) This section is intended to authorize the entry into contracts for the performance of service functions of public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.

(15) Notwithstanding any other provision of this section or of any other law except s. 361.14, any public agency of this state which is an electric utility, or any separate legal entity created pursuant to the provisions of this section, the membership of which consists only of electric utilities, and which exercises or proposes to exercise the powers granted by part II of chapter 361, the Joint Power Act, may exercise any or all of the following powers:

(a) Any such public agency or legal entity, or both, may plan, finance, acquire, construct, reconstruct, own, lease, operate, maintain, repair, improve, extend, or otherwise participate jointly in one or more electric projects, which are proposed, existing, or under construction and which are located or to be located within or without this state, with any one or more of the following:

1. Any such legal entity;
2. One or more electric utilities;
3. One or more foreign public utilities; or
4. Any other person,

if the right to full possession and to all of the use, services, output, and capacity of any such electric project during the original estimated useful life thereof is vested, subject to creditors' rights, in any one or more of such legal entities, electric utilities, or foreign public utilities, or in any combination thereof. Any such public agency or legal entity, or both, may act as agent or designate one or more persons, whether or not participating in an electric project, to act as its agent in connection with the planning, design, engineering, licensing, acquisition, construction, completion, management, control, operation, maintenance, repair, renewal, addition, replacement, improvement, modification, insuring, decommissioning, cleanup, retirement, or disposal, or all of the foregoing, of such electric project or electric projects.

(b)1. In any case in which any such public agency or legal entity, or both, participate in an electric project with any one or more of the following:

- a. Any such legal entity;
- b. One or more electric utilities;
- c. One or more foreign public utilities; or
- d. Any other person,

and if the right to full possession and to all of the use, services, output, and capacity of any such electric project during the original estimated useful life thereof is vested, subject to creditors' rights, in any one or more of such legal entities, electric utilities, or foreign public utilities, or in any combination thereof, such public agency or legal entity, or both, may enter into an agreement or agreements with respect to such electric project with the other person or persons participating therein, and such legal entity may enter into an agreement or agreements with one or more public agencies who are parties to the interlocal agreement creating such legal entity. Any such agreement may be for such period, including, but not limited to, an unspecified period, and may contain such other terms, conditions, and provisions, consistent with the provisions of this section, as the parties thereto shall determine. In connection with entry into and performance pursuant to any such agreement, with the selection of any person or persons with which any such public agency or legal entity, or both, may enter into any such agreement, and with the selection of any electric project to which such agreement may relate, no such public agency or legal entity shall be required to comply with any general, local, or special statute, including, but not limited to, the provisions of s. 287.055, or with any charter provision of any public agency, which would otherwise require public bidding, competitive negotiation, or both.

2. Any such agreement may include, but need not be limited to, any or all of the following:

- a. Provisions defining what constitutes a default thereunder and providing for the rights and remedies of the parties thereto upon the occurrence of such a default, including, without limitation, the right to discontinue the delivery of products or services to a defaulting party and requirements that the remaining parties not in default who are entitled to receive products or services from the same electric project may be required to pay for and use or otherwise dispose of, on a proportionate or other basis, all or some portion of the products and services which were to be purchased by the defaulting party.
- b. Provisions granting one or more of the parties the option to purchase the interest or interests of one or more other parties in the electric project upon such occurrences, and at such times and pursuant to such terms and conditions, as the parties may agree, notwithstanding the limitations on options in the provisions of any law to the contrary.
- c. Provisions setting forth restraints on alienation of the interests of the parties in the electric project.
- d. Provisions for the planning, design, engineering, licensing, acquisition, construction, completion, management, control, operation, maintenance, repair, renewal, addition, replacement, improvement, modification, insuring, decommissioning, cleanup, retirement, or disposal, or all of the foregoing of such electric project by any one or more of the parties to such agreement, which party or parties may be designated in or pursuant to such agreement as agent or agents on behalf of itself and one or more of the other parties thereto or by such other means as may be determined by the parties thereto.

e. Provisions for a method or methods of determining and allocating among or between the parties the costs of planning, design, engineering, licensing, acquisition, construction, completion, management, control, operation, maintenance, repair, renewal, addition, replacement, improvement, modification, insuring, decommissioning, cleanup, retirement, or disposal, or all of the foregoing with respect to such electric project.

f. Provisions that any such public agency or legal entity, or both, will not rescind, terminate, or amend any contract or agreement relating to such electric project without the consent of one or more persons with which such public agency or legal entity, or both, have entered into an agreement pursuant to this section or without the consent of one or more persons with whom any such public agency or legal entity, or both, have made a covenant or who are third-party beneficiaries of any such covenant.

g. Provisions whereby any such public agency or legal entity, or both, are obligated to pay for the products and services of such electric project and the support of such electric project, including, without limitation, those activities set forth in sub-subparagraph d., without setoff or counterclaim and irrespective of whether such products or services are furnished, made available, or delivered to such public agency or legal entity, or both, or whether any electric project contemplated by such contract or agreement is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the products and services of such electric project and notwithstanding the quality, or failure, of performance of any one or more of the activities set forth in sub-subparagraph d. with respect to such electric project.

h. Provisions that in the event of the failure or refusal of any such public agency or legal entity, or both, to perform punctually any specified covenant or obligation contained in or undertaken pursuant to any such agreement, any one or more parties to such agreement or any one or more persons who have been designated in such agreement as third-party beneficiaries of such covenant or obligation may enforce the performance of such public agency or legal entity by an action at law or in equity, including, but not limited to, specific performance or mandamus.

i. Provisions obligating any such public agency or legal entity, or both, to indemnify, including, without limitation, indemnification against the imposition or collection of local, state, or federal taxes and interest or penalties related thereto, or payments made in lieu thereof, to hold harmless, or to waive claims or rights for recovery, including claims or rights for recovery based on sole negligence, gross negligence, any other type of negligence, or any other act or omission, intentional or otherwise, against one or more of the other parties to such agreement. Such provisions may define the class or classes of persons for whose acts, intentional or otherwise, a party shall not be responsible; and all of such provisions may be upon such terms and conditions as the parties thereto shall determine.

j. Provisions obligating any such public agency or legal entity, or both, not to dissolve until all principal and interest payments for all bonds and other evidences of indebtedness issued by such public agency or legal entity, or both, have been paid or otherwise provided for and until all contractual obligations and duties of such public agency or legal entity have been fully performed or discharged, or both.

k. Provisions obligating any such public agency or legal entity, or both, to establish, levy, and collect rents, rates, and other charges for the products and services provided by such legal entity or provided by the electric or other integrated utility system of such public

agency, which rents, rates, and other charges shall be at least sufficient to meet the operation and maintenance expenses of such electric or integrated utility system; to comply with all covenants pertaining thereto contained in, and all other provisions of, any resolution, trust indenture, or other security agreement relating to any bonds or other evidences of indebtedness issued or to be issued by any such public agency or legal entity; to generate funds sufficient to fulfill the terms of all other contracts and agreements made by such public agency or legal entity, or both; and to pay all other amounts payable from or constituting a lien or charge on the revenues derived from the products and services of such legal entity or constituting a lien or charge on the revenues of the electric or other integrated utility system of such public agency.

l. Provisions obligating such legal entity to enforce the covenants and obligations of each such public agency with which such legal entity has entered into a contract or agreement with respect to such electric project.

m. Provisions obligating such legal entity not to permit any such public agency to withdraw from such legal entity until all contractual obligations and duties of such legal entity and of each such public agency with which it has entered into a contract or agreement with respect to such electric project have been fully performed, discharged, or both.

n. Provisions obligating each such public agency which has entered into a contract or agreement with such legal entity with respect to an electric project not to withdraw from, or cause or participate in the dissolution of, such legal entity until all duties and obligations of such legal entity and of each such public agency arising from all contracts and agreements entered into by such public agency or legal entity, or both, have been fully performed, discharged, or both.

o. Provisions obligating each such public agency which has entered into a contract or agreement with such legal entity or which has entered into a contract or agreement with any other person or persons with respect to such electric project to maintain its electric or other integrated utility system in good repair and operating condition until all duties and obligations of each such public agency and of each such legal entity arising out of all contracts and agreements with respect to such electric project entered into by each such public agency or legal entity, or both, have been fully performed, discharged, or both.

3. All actions taken by an agent designated in accordance with the provisions of any such agreement may, if so provided in the agreement, be made binding upon such public agency or legal entity, or both, without further action or approval by such public agency or legal entity, or both. Any agent or agents designated in any such agreement shall be governed by the laws and rules applicable to such agent as a separate entity and not by any laws or rules which may be applicable to any of the other participating parties and not otherwise applicable to the agent.

(c) Any such legal entity may acquire services, output, capacity, energy, or any combination thereof only from:

1. An electric project in which it has an ownership interest; or

2. Any other source:

a. To the extent of replacing the services, output, capacity, energy, or combination thereof of its share of an electric project when the output or capacity of such electric project is reduced or unavailable; or

b. At any time and in any amount for resale to any of its members as necessary to meet their retail load requirements.

However, under sub-subparagraph 2.b., such legal entity may not purchase wholesale power for resale to any of its members from any electric utility as a result of any legal proceeding commenced by the legal entity or any of its members after January 1, 1982, before any state or federal court or administrative body, to the extent that such purchase or proceeding would involuntarily expand the responsibility of the electric utility to provide such wholesale power.

(d) Any such legal entity may sell services, output, capacity, energy, or any combination thereof only to:

1. Its members to meet their retail load requirements;

2. Other electric utilities or foreign public utilities which have ownership interests in, or contractual arrangements which impose on such electric utilities or foreign public utilities obligations which are the economic equivalents of ownership interests in, the electric project from which such services, output, capacity, energy, or combination thereof is to be acquired;

3. Any other electric utility or foreign public utility to dispose of services, output, capacity, energy, or any combination thereof that is surplus to the requirements of such legal entity:

a. If such surplus results from default by one or more of the members of such legal entity under a contract or contracts for the purchase of such services, output, capacity, energy, or combination thereof; and

b. If the revenues from such contract or contracts are pledged as security for payment of bonds or other evidences of indebtedness issued by such legal entity or if such revenues are required by such legal entity to meet its obligations under any contract or agreement entered into by such legal entity pursuant to paragraph (b);

4. Any other electric utility or foreign public utility for a period not to exceed 5 years from the later to occur of the date of commercial operation of, or the date of acquisition by such legal entity of any ownership interest in or right to acquire services, output, capacity, energy, or any combination thereof from, the electric project from which such services, output, capacity, energy, or combination thereof is to be acquired, if:

a. One or more members of such legal entity have contracted to purchase such services, output, capacity, energy, or combination thereof from such legal entity commencing upon the expiration of such period; and

b. Such services, output, capacity, energy, or combination thereof, if acquired commencing at an earlier time, could have been reasonably predicted to create a surplus or surpluses in the electric system or systems of such member or members during such period, when added to services, output, capacity, energy, or any combination thereof available to such

member or members during such period from facilities owned by such member or members or pursuant to one or more then-existing firm contractual obligations which are not terminable prior to the end of such period without payment of a penalty, or both; or

5. Any combination of the above.

Nothing contained in this paragraph shall prevent such legal entity from selling the output of its ownership interest in any such electric project to any electric utility or foreign public utility as emergency, scheduled maintenance, or economy interchange service.

(e) All obligations and covenants of any such public agency or legal entity, or both, contained in any contract or agreement, which contract or agreement and obligations and covenants are authorized, permitted, or contemplated by this section, shall be the legal, valid, and binding obligations and covenants of the public agency or legal entity undertaking such obligations or making such covenants; and each such obligation or covenant shall be enforceable in accordance with its terms.

(f) When contract payments by any such public agency contracting with any such legal entity or revenues of any such public agency contracting with any other person or persons with respect to an electric project are to be pledged as security for the payment of bonds or other evidences of indebtedness sought to be validated, the complaint for validation may make parties defendant to such action, in addition to the state and the taxpayers, property owners, and citizens of the county in which the complaint for validation is filed, including nonresidents owning property or subject to taxation therein:

1. Every public agency the contract payments of which are to be so pledged.

2. Any other person contracting with such public agency or legal entity, or both, in any manner relating to such electric project, and particularly with relation to any ownership or operation of any electric project; the supplying of electrical energy to such public agency or legal entity, or both; or the taking or purchase of electrical energy from the electric project.

3. The taxpayers, property owners, and citizens of each county or municipality in which each such public agency is located, including nonresidents owning property or subject to taxation therein, and the holders of any outstanding debt obligations of any such public agency or legal entity.

All such parties who are made defendants and over whom the court acquires jurisdiction in such validation proceedings shall be required to show cause, if any exists, why such contract or agreement and the terms and conditions thereof should not be inquired into by the court, the validity of the terms thereof determined, and the matters and conditions which are imposed on the parties to such contract or agreement and all such undertakings thereof adjudicated to be valid and binding on the parties thereto. Notice of such proceedings shall be included in the notice of validation hearing required to be issued and published pursuant to the provisions of paragraph (7)(c); and a copy of the complaint in such proceedings, together with a copy of such notice, shall be served on each party defendant referred to in subparagraphs 1. and 2. who is made a defendant and over whom the court acquires jurisdiction in such validation proceedings. Any person resident of this state or any person not a resident of, or located within, this state, whether or not authorized to transact business in this state, who contracts with any such public agency or legal entity, or both, in any manner relating to such electric project, may intervene in the validation proceedings at or before the time set for the validation hearing and assert any

ground or objection to the validity and binding effect of such contract or agreement on his or her own behalf and on behalf of any such public agency and of all citizens, residents, and property owners of the state. No appeal may be taken by any person who was not a party of record in such proceedings at the time the judgment appealed from was rendered. An adjudication as to the validity of any such contract or agreement from which no appeal has been taken within the time permitted by law from the date of entry of the judgment of validation or, if an appeal is filed, which is confirmed on appeal shall be forever conclusive and binding upon such legal entity and all such parties who are made defendants and over whom the court acquires jurisdiction in such validation proceedings.

(g) Each such public agency or legal entity, or both, which contracts with any other person or persons with respect to the ownership or operation of any electric project, and each such public agency which contracts with any legal entity for the support of, or supply of, power from an electric project, is authorized to pledge to such other person or persons or such legal entity, or both, for the benefit of such electric project all or any portion of the revenues derived or to be derived:

1. In the case of any such public agency, from the ownership and operation of its electric or other integrated utility system; and

2. In the case of a legal entity, from the provision of products and services by it; and to pledge to such other person or persons or such legal entity, or both, for the benefit of such electric project any securities, contract rights, and other property. Each such legal entity is also authorized to pledge to, or for the benefit of, the holders of any bonds, notes, or other evidences of indebtedness issued by such legal entity, as security for the payment thereof, any revenues, securities, contract rights, or other property. Any such pledge shall specify the priority and ranking of such pledge in respect of other pledges, if any, of the same revenues, securities, contract rights, or other property by such public agency or legal entity. Any pledge of revenues, securities, contract rights, or other property made by any such public agency or legal entity, or both, pursuant to this section shall be valid and binding from the date the pledge is made. The revenues, securities, contract rights, or other property so pledged and then held or thereafter received by such public agency or legal entity, or any fiduciary, or such other person or persons shall immediately be subject to the lien of the pledge without any physical delivery thereof or further act; and the lien of the pledge shall be valid and binding as against all parties having claims of any kind in tort, in contract, or otherwise against the public agency or legal entity making such pledge, without regard to whether such parties have notice thereof. The resolution, trust indenture, security agreement, or other instrument by which a pledge is created need not be filed or recorded in any manner.

(h) Any such legal entity is authorized and empowered to sue and be sued in its own name. In the event that any such public agency or legal entity enters into a contract or an agreement with respect to an electric project located in another state, or owns an interest in an electric project located in another state, an action against such public agency or legal entity may be brought in the federal or state courts located in such state.

(i) The provisions of this subsection shall be liberally construed to effect the purposes hereof. The powers conferred by the provisions of this subsection shall be in addition and supplementary to the powers conferred by the other provisions of this section, by any other general, local, or special law, or by any charter of any public agency. When the exercise of any power conferred on any public agency or any legal entity by the provisions of this subsection would conflict with any limitation or requirement upon such public agency or

such legal entity contained in the other provisions of this section, in any other general, local, or special law, except s. 361.14, or in the charter of such public agency, such limitation or requirement shall be superseded by the provisions of this subsection for the purposes of the exercise of such power pursuant to the provisions of this subsection.

(j) While any bonds or other evidences of indebtedness issued by any such public agency or any such legal entity pursuant to the authority granted by paragraph (7)(c) or other applicable law remain outstanding, or while any such public agency or any such legal entity has any undischarged duties or obligations under any contract or agreement, including, but not limited to, obligations to any operator or joint owner of any electric project, the powers, duties, or existence of such public agency or such legal entity or of its officers, employees, or agents shall not be diminished, impaired, or affected in any manner which will affect materially and adversely the interests and rights of the owners of such bonds or other evidences of indebtedness or the persons to whom such duties or obligations are owed under such contract or agreement. The provisions of this subsection shall be for the benefit of the state, each such public agency, each such legal entity, every owner of the bonds of each such legal entity or public agency, and every other person to whom such public agency or such legal entity owes a duty or is obligated by contract or agreement; and, upon and after the earlier of the execution and delivery by any public agency or legal entity, pursuant to this section, of any contract or agreement to any person with respect to an electric project, or the issuance of such bonds or other evidences of indebtedness, the provisions of this subsection shall constitute an irrevocable contract by the state with the owners of the bonds or other evidences of indebtedness issued by such public agency or legal entity and with the other person or persons to whom any such public agency or legal entity owes a duty or is obligated by any such contract or agreement.

(k) The limitations on waiver in the provisions of s. 768.28 or any other law to the contrary notwithstanding, the Legislature, in accordance with s. 13, Art. X of the State Constitution, hereby declares that any such legal entity or any public agency of this state that participates in any electric project waives its sovereign immunity to:

1. All other persons participating therein; and
2. Any person in any manner contracting with a legal entity of which any such public agency is a member, with relation to:
 - a. Ownership, operation, or any other activity set forth in sub-subparagraph (b)2.d. with relation to any electric project; or
 - b. The supplying or purchasing of services, output, capacity, energy, or any combination thereof.

(l) Notwithstanding the definition of "electric project" contained in paragraph (3)(d), or any other provision of this subsection or of part II of chapter 361 limiting the parties which may participate jointly in electric projects, any public agency of this state which is an electric utility, or any separate legal entity created pursuant to the provisions of this section, the membership of which consists only of electric utilities, and which exercises or proposes to exercise the powers granted by part II of chapter 361, may exercise any or all of the powers provided in this subsection jointly with any other person with respect to the acquisition, extraction, conversion, use, transportation, storage, reprocessing, disposal, or any combination thereof of any primary fuel or source thereof, as well as any other materials resulting therefrom, only when such primary fuel or source thereof is to be used

for the generation of electrical energy in one or more electric projects by such legal entity, any member thereof, or any combination thereof; and, in connection therewith, any such public agency or legal entity shall be deemed to have all the additional powers, privileges, and rights provided in this subsection.

(m) In the event that any public agency or any such legal entity, or both, should receive, in connection with its joint ownership or right to the services, output, capacity, or energy of an electric project, as defined in paragraph (3)(d), any material which is designated by the person supplying such material as proprietary confidential business information or which a court of competent jurisdiction has designated as confidential or secret shall be kept confidential and shall be exempt from the provisions of s. 119.07(1). As used in this paragraph, "proprietary confidential business information" includes, but is not limited to, trade secrets; internal auditing controls and reports of internal auditors; security measures, systems, or procedures; information concerning bids or other contractual data, the disclosure of which would impair the efforts of the utility to contract for services on favorable terms; employee personnel information unrelated to compensation, duties, qualifications, or responsibilities; and formulas, patterns, devices, combinations of devices, contract costs, or other information the disclosure of which would injure the affected entity in the marketplace.

(16)(a) All of the additional powers and authority granted by chapter 82-53, Laws of Florida, to a public agency as defined in paragraph (3)(b), a legal entity created pursuant to the provisions of this section, or both, respecting agreements for participation in electric projects shall apply to any agreement in existence as of March 25, 1982, as well as to any such agreement entered into thereafter; but no additional limitation provided in chapter 82-53 upon any power or authority of any such public agency or legal entity, or both, respecting agreements for participation in electric projects shall apply to any such agreement entered into prior to March 25, 1982.

(b) Chapter 82-53, Laws of Florida, shall be deemed to be enacted for the purpose of further implementing the provisions of s. 10(d), Art. VII of the State Constitution, as amended.

(17) In any agreement entered into pursuant to this section, any public agency or separate legal entity created by interlocal agreement may, in its discretion, grant, sell, donate, dedicate, lease or otherwise convey, title, easements or use rights in real property, including tax-reverted real property, title to which is in such public agency or separate legal entity, to any other public agency or separate legal entity created by interlocal agreement. Any public agency or separate legal entity created by interlocal agreement is authorized to grant such interests in real property or use rights without consideration when in its discretion it is determined to be in the public interest. Real property and interests in real property granted or conveyed to such public agency or separate legal entity shall be for the public purposes contemplated in the interlocal agreement and may be made subject to the condition that in the event that said real property or interest in real property is not so used, or if used and subsequently its use for such purpose is abandoned, the interest granted shall cease as to such public agency or separate legal entity and shall automatically revert to the granting public agency or separate legal entity.

History.--ss. 1, 2, ch. 69-42; ss. 11, 18, 35, ch. 69-106; s. 1, ch. 79-24; ss. 1, 2, ch. 79-31; s. 61, ch. 79-40; s. 68, ch. 81-259; ss. 1, 7, 8, ch. 82-53; s. 45, ch. 83-217; s. 21, ch. 85-55; s. 1, ch. 87-9; s. 6, ch. 87-237; s. 46, ch. 88-130; ss. 33, 34, ch. 90-360; s. 83, ch.

91-45; s. 11, ch. 93-51; s. 896, ch. 95-147; s. 45, ch. 96-406; s. 19, ch. 97-236; s. 61, ch. 99-2; s. 23, ch. 99-251.

163.02 Councils of local public officials.--

(1) The governing bodies of any two or more counties, municipalities, special districts, or other governmental subdivisions of this state, or any of them, herein referred to as member local governments, may, by resolution, enter into an agreement with each other for the establishment of a council of local public officials. Any council established under the authority of this section shall be a corporation not for profit.

(2) Representation on the council shall be in the manner provided in the agreement establishing the council. The representative from each member local government shall be the elected chief executive of said local government or, if such government does not have an elected chief executive, a member of its governing body chosen by such body to be its representative. Any member may withdraw from the council upon 60 days' notice subsequent to formal action by its governing body.

(3) The local government council shall have the power to:

(a) Study such area governmental problems as it deems appropriate, including but not limited to matters affecting health, safety, welfare, education, economic conditions, and area development;

(b) Promote cooperative arrangements and coordinate action among its members; and

(c) Make recommendations for review and action to the members and other public agencies that perform local functions and services within the area.

(4) The council shall adopt bylaws designating the officers of the council and providing for the conduct of its business. The council may employ a staff, consult and retain experts, and purchase or lease or otherwise provide for such supplies, materials, equipment and facilities as it deems desirable and necessary.

(5)(a) The governing bodies of the member governments may appropriate funds to meet the necessary expenses of the council. Services of personnel, use of equipment and office space, and other necessary services may be accepted from members as part of their financial support.

(b) The council may accept funds, grants, gifts, and services from the state, from any other governmental unit, whether participating in the council or not, from the Government of the United States, and from private and civic sources.

(c) The council shall make an annual public report of its activities to each of the member local governments, and shall have its accounts audited annually.

History.--ss. 1, 2, 3, 4, 5, ch. 69-69.

**PART V
REGIONAL TRANSPORTATION
AUTHORITIES**

163.565 Short title.

163.566 Definitions.

163.567 Regional transportation authorities.

163.568 Purposes and powers.

163.569 Exemption from regulation.

163.570 Special region taxation.

163.571 Issuance of bonds.

163.572 Expansion of area.

163.565 Short title.--This part shall be known and may be cited as the "Regional Transportation Authority Law."

History.--s. 1, ch. 71-373; s. 1, ch. 73-278.

163.566 Definitions.--As used in this part, and unless the context clearly indicates otherwise:

- (1) "Authority" means a body politic and corporate created pursuant to this part.
- (2) "Member" means the municipality, county, or political subdivision which, in combination with another member or members, comprises the authority.
- (3) "Board of directors," hereinafter referred to as the board, means the governing body of the authority.
- (4) "Director" means a person appointed to the board by a member. No person who serves without salary as a director or in any other appointed position of the authority shall be in violation of s. 99.012 by reason of holding such office.
- (5) "Regional transportation area" means that area the boundaries of which are identical to the boundaries of the political subdivisions or other legal entities which constitute the authority.
- (6) "Municipality" means any city with a population of over 50,000 within the regional transportation area.
- (7) "County" means any county within the regional transportation area.
- (8) "Public transportation" means transportation of passengers by means, without limitation, of a street railway, elevated railway or guideway, subway, motor vehicle, motor

bus, or any bus or other means of conveyance operating as a common carrier within the regional transportation area, including charter service therein.

(9) "Public transportation system" means, without limitation, a combination of real and personal property, structures, improvements, buildings, equipment, plants, vehicle parking or other facilities, and rights-of-way, or any combination thereof, used or useful for the purposes of public transportation.

(10) "Operator" means any person engaged in, or intending to engage in, the business of providing public transportation, but does not include a person engaged primarily in the transportation of children to or from school or a person or entity furnishing transportation solely for his or her or its employees or customers.

(11) "Transportation facility" or "transportation facilities" means the property or property rights, both real and personal, of a type used for the establishment of public transportation systems which have heretofore been, or may hereafter be, established by public bodies for the transportation of people and property from place to place.

(12) "Population" means the population as determined under the provisions of s. 186.901.

History.--s. 2, ch. 71-373; s. 1, ch. 73-278; s. 1, ch. 77-174; s. 28, ch. 87-224; s. 33, ch. 91-107; s. 910, ch. 95-147.

163.567 Regional transportation authorities.--

(1) Any two or more contiguous counties, municipalities, other political subdivisions, or combinations thereof in this state are authorized and empowered to convene a charter committee for the purpose of developing a charter under which a regional transportation authority, hereinafter referred to as "authority," may be constituted, composed, and operated as delineated in this part. However, no county, municipality, or other political subdivision may be a member in more than one authority created under this part.

(2) Upon the decision by such governing bodies to convene the committee, each shall appoint one representative for the first 100,000 population or fraction thereof over 50,000, plus one additional representative for each additional 100,000 population to the charter committee, except that the population of any participating municipality shall be subtracted from the county's population in determining county representation. The committee shall meet for the purpose of preparing the authority's charter. The charter, in addition to the purposes and powers provided in s. 163.568, shall contain:

(a) The formula for representation and voting of the members based on population, but in no event shall the Governor's appointees have less than one vote each.

(b) Any limitations on the authority's powers of eminent domain beyond those limitations contained in s. 163.568 and deemed necessary for the authority's purposes.

(c) The duration of the authority and the method by which it may be terminated or withdrawn from by any participating member prior to the stated date of termination, if any.

(d) The manner in which the authority members will provide from their treasuries the financial support for the authority.

(e) A method or formula for equitably providing for and allocating and financing the capital and operating costs, including payments to reserve funds authorized by law and payments of principal and interest on obligations.

(f) The manner in which strict budgeting and accountability of all funds shall be provided for and the manner in which reports, including an annual independent audit, of all receipts and disbursements shall be prepared and presented to each participating member.

(g) Any other necessary and proper matters agreed upon by the charter committee.

(3) The charter and all subsequent amendments thereto shall be duly executed by the governing bodies of all members and shall be filed with the Department of State, at which time the authority shall be activated and legally constituted.

(4) When the charter is filed with the Department of State, the Governor shall be notified that such action has been taken, and the Governor shall within 20 days appoint two members to the authority. Within 25 days from the filing of the charter, each member shall appoint its director or directors, and the first meeting of the authority shall be held.

(5) In addition to other funding as prescribed in this part, any member joining the authority shall agree to provide the authority with funds to be used only for planning and administration for a period not to exceed 5 years from such time as the authority was formally constituted. These total funds shall not exceed \$300,000 per annum, and the cost shall be duly apportioned among the members by a ratio based on population. Any member may, of its own accord, pay more than its apportioned share of the funds.

(6) After the authority has been in existence for a period of not less than 12 months, municipalities having less than 50,000 population may be admitted as fully participating members if agreed upon by at least a three-fourths vote of all the members of the board of directors.

(7) Subsequent to the activation of the authority, contiguous counties, municipalities, or other political subdivisions not participating initially may become members of the authority with the same benefits as the initial members, upon approval by a majority vote of the board.

(8) The board of directors of the authority shall consist of at least one director representing each member, and two directors appointed by the Governor. In no event shall the board be composed of less than five directors, including the two appointed by the Governor. Each member shall initially appoint one director for a 3-year term. Of those members appointing more than one director, the remaining directors shall be appointed initially for a term of 2 years. Thereafter, all directors shall be appointed for 3-year terms.

(9) Each director shall hold office until his or her successor has been appointed and qualified. A vacancy occurring during a term shall be filled only for the balance of the unexpired term. The first directors shall be selected as provided above. An appointment to fill a vacancy shall be made within 20 days after the occurrence of the vacancy or before expiration of the term, whichever is applicable. If no appointment is made within the prescribed time by the appointing member, the board, by a majority vote, shall appoint an eligible person to the board with like effect as if the appointment were made by the member. However, if the board does not appoint an eligible person within 10 days, the

appointment shall then be made by the Governor within 10 days thereafter. Any director shall be eligible for reappointment.

(10) The board shall elect one of its directors as chair and one as vice chair to serve for 1 year in that capacity or until their successors are elected. A majority of the directors shall constitute a quorum. A vacancy on the board shall not impair its right to exercise all of its powers and perform all of its duties. Any vacancy not filled within the period prescribed by this section shall be filled by appointment of the board. Upon the effective date of his or her appointment, or as soon thereafter as practicable, each director shall enter upon his or her duties.

(11) A director of the board may be removed from office by the Governor or by the appointing member for misconduct, malfeasance, misfeasance, or neglect of duty in office. Any vacancy so created shall be filled as provided above.

(12) The authority may employ an executive administrator, who shall be a person of recognized ability and experience, to serve at the pleasure of the authority. The executive administrator may employ such employees as may be necessary for the proper administration of the duties and functions of the authority and may determine the qualifications of such persons; however, the board shall approve such positions and fix compensation for employees. The authority may contract for the services of attorneys, engineers, consultants, and agents for any purpose of the authority, including engineering, architectural design, management, feasibility, transportation planning, and other studies concerning the design of facilities and the acquisition, construction, extension, operation, maintenance, regulation, consolidation, and financing of transportation systems in the area.

(13) Directors of the board shall be entitled to receive their travel and other necessary expenses incurred in connection with the business of the authority, as provided in s. 112.061, but they shall receive no salaries or other compensation.

History.--s. 3, ch. 71-373; s. 1, ch. 73-278; s. 911, ch. 95-147.

163.568 Purposes and powers.--

(1) The authority created and established by this part is granted the authority to purchase, own, or operate, or provide for the operation of, transportation facilities; to contract for transit services; to exercise power of eminent domain limited to right-of-way and contiguous transportation facility acquisition and subject to any further limitations set forth in the authority charter; to conduct studies; and to contract with other governmental agencies, private companies and individuals. However, no public transportation system shall be purchased, owned, or operated that would be in the continued business of competing with existing private charter transportation companies for charter business, nor shall a new system be implemented where an existing transportation system of the same mode is operating a comparable service without first purchasing said existing system through negotiation.

(2) The authority is granted the authority to exercise all powers necessary, appurtenant, convenient, or incidental to the carrying out of the aforesaid purposes, including, but not limited to, the following rights and powers:

(a) To sue and be sued, implead and be impleaded, complain and defend in all courts.

(b) To adopt, use, and alter at will a corporate seal.

(c) To acquire, purchase, hold, lease as a lessee, and use any franchise or property, real, personal, or mixed, tangible or intangible, or any interest therein, necessary or desirable for carrying out the purposes of the authority, and to sell, lease as lessor, transfer and dispose of any property or interest therein acquired by it.

(d) To fix, alter, charge, and establish rates, fares, and other charges for the services and facilities within the area, which rates, fees, and charges shall be equitable and just.

(e) To acquire and operate, or provide for the operation of, local transportation systems, public or private, within the area, the acquisition of such system to be by negotiation and agreement between the authority and the owner of the system to be acquired.

(f) To make contracts of every name and nature and to execute all instruments necessary or convenient for the carrying on of its business.

(g) To enter into management contracts with any person or persons for the management of a public transportation system owned or controlled by the authority for such period or periods of time, and under such compensation and other terms and conditions, as shall be deemed advisable by the authority.

(h) Without limitation, to borrow money and issue evidence of indebtedness and to accept gifts or grants or loans of money or other property and to enter into contracts, leases, or other transactions with any federal agency, the state, any agency of the state, or any other public body of the state.

(i) To develop transportation plans, and to coordinate its planning and programs with those of appropriate municipal, county, and state agencies and other political subdivisions of the state. All transportation plans are subject to review and approval by the Department of Transportation and by the regional planning agency, if any, for consistency with programs or planning for the area and region.

(j) To do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority in order to carry out the powers granted to it by this part or any other law.

(k) To prescribe and promulgate necessary rules and regulations consistent with the provisions of this part and the requirements of chapter 120.

History.--s. 4, ch. 71-373; s. 1, ch. 73-278.

163.569 Exemption from regulation.--The public transportation systems and facilities operating in and under the authority of this part shall be exempt from any of the regulatory provisions of chapter 350.

History.--s. 5, ch. 71-373; s. 1, ch. 73-278; s. 20, ch. 85-80.

163.570 Special region taxation.--

(1) Any regional transportation authority created hereunder shall be deemed a special tax district and shall be authorized to levy an ad valorem tax based on full valuation of real property not to exceed 3 mills on the taxable real property in the areas affected by such authority, with the approval of the county commission or equivalent governing body of such area, at a rate sufficient to produce an amount that may be necessary for effectuating the purposes of this part, if such millage level is approved by a majority of the members of such authority and by referendum. Property taxes determined and levied under this section shall be certified by the authority to the appropriate auditor and extended, assessed, and collected in like manner as provided by general law for such political subdivisions. The proceeds under this section shall be remitted by the tax collector to the treasurer of the authority who shall credit them to the funds of the authority for use in effectuating the purposes of this part. At any time after making a tax levy under this section and certifying the same to the corresponding governing body represented by the membership on the authority, the authority may issue tax anticipation notes of indebtedness in anticipation of the collection of such taxes.

(2) No tax authorized by this part shall be levied unless the same shall be approved by a majority of the electors of each county, municipality, or other political subdivision, voting in elections to be held within the geographical area of the special tax district. A tax shall be authorized only in such political subdivisions as are approved by electors from within the counties or municipalities or other political subdivisions who are members of the regional authority.

History.--s. 6, ch. 71-373; s. 1, ch. 73-278.

163.571 Issuance of bonds.--Any transportation authority created hereunder may issue bonds to carry out the authorized powers or purposes of this part. In the creation of bonded indebtedness the procedure therefor shall be in conformity with the constitution and laws of the state.

History.--s. 7, ch. 71-373; s. 1, ch. 73-278.

163.572 Expansion of area.--Upon a resolution adopted by the governing body of any adjoining county, municipality, or other political subdivision, the authority may, subject to the provisions of s. 163.567(1), by a majority vote of its membership, include such territory in its regional transportation area.

History.--s. 8, ch. 71-373; s. 1, ch. 73-278.

Appendix C – Sample Interlocal Agreement

Sample Interlocal Agreement for Pinellas Countywide Regional Traffic Control

Whereas, pursuant to Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969”, Pinellas County, hereinafter referred to as the “County”, the City of Clearwater, hereinafter referred to as “Clearwater” and the City of St. Petersburg, hereinafter referred to as “St. Petersburg”, are authorized to enter into and carry into effect contracts and agreements relating to the common duties and functions of said governments, and;

Whereas, said governments desire to foster an atmosphere of cooperation and make the most efficient use of their powers by cooperating on a basis of mutual advantage that will afford the provision of services to all citizens and businesses within the municipal boundaries and in the unincorporated area, and;

Whereas, it is of benefit to all the citizens of Clearwater, St. Petersburg and throughout the County that the governments cooperate to address community needs and matters affecting health, safety, welfare, economic conditions and regional mobility, and;

Whereas, Clearwater, St. Petersburg, and the County have agreed that it is of mutual benefit to centralize traffic signal operations of specified arterials and other major thoroughfares, across municipal boundaries, for the most efficient operation of those facilities on a regional basis, and;

Now therefore, in consideration of the mutual promises herein contained, Clearwater, St. Petersburg, and the County do hereby agree as follows with regard to regional traffic control and operation of traffic signalization:

1. This agreement establishes the creation and continuation of a Primary Control Center (PCC) traffic management administrative entity. Said entity will exercise the power, privilege or authority of the member agencies in the accomplishment of traffic signal timing, signal coordination, and incident management activities utilizing a “joint” jurisdiction team concept. More specifically, the PCC will provide, through the integrated use of the Pinellas Countywide Advanced Traffic Management System (ATMS) the following services:
 - a) Network Monitoring: The PCC will be responsible for processing real-time traffic data, such as traffic volumes, speeds, and video images. This information will be collected by the local Traffic Operation Centers (TOCs) and sent to the PCC to create real-time countywide traffic information display maps. The PCC will make these maps available to both local and regional agencies.
 - b) Regional Traffic Management Coordination: The PCC will be responsible for implementing traffic control strategies along major corridors, such that the Pinellas Countywide ATMS operates seamlessly across jurisdictional boundaries.
 - c) Regional Incident Coordination (for both incidents and planned events): The PCC will be responsible for coordination with transit and emergency dispatch to ensure they have information to facilitate incident responses. The PCC will monitor

incident response activities and provide coordination for planned events that impact regional travel.

- d) Traveler Information Dissemination: The PCC will be responsible for collecting and disseminating traveler information to the public through Dynamic Message Signs, web sites, etc. In addition, the PCC will serve as a central point of contact for the media, information service providers, and other regional traffic management centers.
 - e) Archived Data Management: The PCC will be responsible for storing traffic information that may be used for planning purposes.
2. This agreement shall last for ten years beginning October 1, 2001 and extending to September 30, 2011. This agreement shall automatically renew for ten-year terms, unless any party gives notice of termination at least one year prior to the end of any ten-year term.
3. The composition and organization of this entity shall be as described below.

The Primary Control Center staffing structure shall include:

- a) PCC Manager (1); The PCC Manager shall be responsible for overseeing the day to day operation of the PCC, supervision of the PCC staff and all inter-agency coordination.
 - b) PCC Assistant Manager (1)
 - c) PCC traffic management operators (3)
 - d) Information Systems Engineer (1)
 - e) Public Involvement Specialist (1)
 - f) Any additional staffing as determined by the PCC Management Team.
4. PCC Management Team:
- Shall be comprised of the Directors of Public Works (or designee) of the respective member agencies and the District Traffic Operations Engineer of the Florida Department of Transportation, District VII.
 - Appoints the PCC Manager.
 - Has direct authority over the PCC Manager.
 - Reviews and approves standard operating procedures, protocols and overall regional traffic management strategies.

- Serves the multi-jurisdictional cooperative arrangement and coordinates action among its members.
 - Makes an annual public report of the PCC's activities to each of the member local governments and has the PCC's accounts audited annually.
 - Determines the manner in which strict accountability of all funds are to be provided.
 - Shall be responsible for resolving any disputes or disagreements concerning standard operating guidelines and administrative issues, between internal and external agencies.
5. The member governments of Clearwater, St. Petersburg, and the County agree to appropriate and contribute funds to meet the necessary expenses of the PCC. Services of personnel, use of equipment and office space, and other necessary services shall be paid for on a pro-rata share basis. A weighted average percentage contribution based on a combination of each respective member population divided by the total, plus land area divided by the total, plus number of traffic signals divided by the total number maintained shall be the formula for equitably providing for and allocating the financing of capital and operating costs. For the purposes of the calculation, County population is total county population minus the populations of Clearwater and St. Petersburg. Similarly, County land area is the total county land area less the areas of Clearwater and St. Petersburg for the purposes of determining financial support. Services of personnel, use of equipment and office space, computer system maintenance services, and other necessary services may be accepted as part of one's financial support contribution.
 6. The member governments of Clearwater, St. Petersburg and the County agree to diligently maintain existing field devices under their jurisdiction such as controllers, local intersection detection, system detection, dynamic message signs, traffic monitoring cameras, etc., sufficiently to facilitate the successful operation of a regional traffic management system.
 7. PCC employees have the option of joining the PCC as a city employee or county employee for the purposes of employee benefits and retirement systems.
 8. Clearwater, St. Petersburg, and the County shall jointly own any and all equipment purchased by the PCC Manager, in the corresponding proportions.
 9. The disposition of property and receipts therefore shall also be in proportional ownership and determined by the percent of financial support percentages by the respective member agencies.
 10. Any surplus operating money left over at fiscal year's end shall be dispersed proportionally back to each respective member agency.
 11. For the purposes of procuring services and equipment, the County procurement system and resources shall be utilized.

12. Failure of any member to pay their annual shares of the costs and expenses will cause their forfeiture of any joint ownership of PCC equipment and any leftover account balances.

Nothing herein shall be construed to undo any agreement with the Florida Department of Transportation (FDOT) concerning traffic signal maintenance or FDOT's rights to modify and adjust its equipment along the state highway system. Nor does this agreement deny any rights to persons not a party to this agreement, which they may have in the absence of this agreement.

Further, should additional local governments desire to join the PCC, all members herein agree that such additional membership will be afforded to the requesting agency, subject to their providing their determined participating financial support percentage as provided for by formula in this agreement and acceptance of the terms of this agreement. Their right to partial ownership of equipment will be exclusive of that equipment currently owned at the time of their acceptance into membership in to the countywide PCC.

Prior to its effectiveness, this Agreement and subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County.

In Witness Whereof, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first written above.

City of Clearwater

By:_____

Attest:

By: _____

Approved as to Form:

By:_____

Clearwater City Attorney

City of St. Petersburg

By:_____

Attest:

By: _____

Approved as to Form:

By:_____

St. Petersburg City Attorney

County of Pinellas

By:_____

Attest:

By:_____

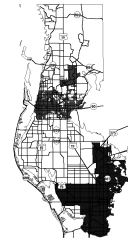
Approved as to Form:

By:_____

Office of County Attorney

Appendix D – Project Presentations

TS&MCC Subcommittee Meeting: January 10, 2001	Page D-2
TS&MCC Meeting: January 17, 2001.....	Page D-8
TS&MCC Meeting: February 7, 2001	Page D-18
TS&MCC Meeting: February 28, 2001	Page D-25
TS&MCC Meeting: March 28, 2001	Page D-32
TS&MCC Meeting: April 25, 2001	Page D-39
MPO Meeting: May 9, 2001.....	Page D-49



Pinellas County MPO

Requirements Document

Concept of Operations Discussion

January 10, 2001

TransCore

Presentation Overview

- Draft Concept of Operations
- Project Methodology
- What is next?

January 10, 2001

TransCore

Draft Concept of Operations

- A good starting point and overall framework for developing the Countywide ATMS concept of operations
- Defines goals / objectives for the Pinellas County ATMS concept of operations
- See Handout

January 10, 2001

*TRANS*CORE

Draft Concept of Operations (cont.)

- Key concepts
 - Seamless system to the greatest extent possible
 - Separate but coordinated management and operations within local areas
 - Consistent with National, Regional ITS Architectures
 - Transitional period included in system development
- Concept includes Coordinated Operations, Active Travel Management, and Central Data Warehousing

January 10, 2001

*TRANS*CORE

Coordinated Operations

- Communications and interjurisdictional relationships
- Linkages between agencies with differing responsibilities, activities
- "Who needs to be involved?"

January 10, 2001

TransCore

Active Travel Management

- Control System Functions
- "Who does what to who?"
- System activities
 - User needs
 - Incident response and clearance
 - Emergency management
 - Transit operations
 - Advanced signal control

January 10, 2001

TransCore

Central Data Warehousing

- All data related activities
 - What data is needed as input to system, and how is it used?
 - What data is output from system and how is it used?
 - Who keeps the data where, and who else is authorized to use it?

January 10, 2001

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Project Methodology (Task 2A)

- Identify Systems / Components required to meet Goals / Objectives
 - Adaptive traffic control;
 - Congestion monitoring;
 - Incident detection;
 - Video monitoring;
 - Center to center communications and general communications requirements;
 - Data archiving / warehousing; and
 - Traveler information systems.

January 10, 2001

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Project Methodology (Task 2B)

- Identify functions within each system (such as Incident Management), Also:
 - Where are the functions performed?
 - Which functions are shared / coordinated?
 - What are the Data needs and flows within the system and across systems?

January 10, 2001

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Project Methodology (Task 3)

- Funding responsibilities (who pays for what);
- Shared functions;
- Shared facilities;
- General schedule of transition(s);
- Roles & Responsibilities of the stakeholders;
and
- Staffing overview of the primary control centers.

January 10, 2001

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Next steps

- Meeting January 17
 - Identify systems for use in Pinellas Countywide ATMS
- Meeting February 7
 - Identify functions within each system
- Meeting February 28
 - Identify roles and responsibilities of agencies
- Meeting March 21
 - Present Institutional Relationship document

January 10, 2001

TransCore



Pinellas County MPO

Requirements Document

Systems and Functions Discussion

January 17, 2001

TRANSORE

Presentation Overview

- Where we are
- Today's goal – identify systems and components
 - Brief ITS Architecture review
 - District 7 ITS Architecture results
 - SR 60 Feasibility Study recommendation
 - Suggested Pinellas ATMS Components
 - Discussion
- Next Steps

January 17, 2001

Page 1

TRANSORE

Where We Are

- Initiated project in December
- Developed draft Concept of Operations (attached)

January 17, 2001

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ITS Architecture

- Can be organized by function (logical), or location (physical)
- Can also show responsibilities (institutional)
- Can be at conceptual level or can be used to develop detailed design plans

January 17, 2001

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ITS Architecture (continued)

- Several Architecture documents have been developed:
 - National ITS Architecture
 - FDOT District 7 ITS Architecture
 - SR 60 Feasibility Study
- National architecture provides the conceptual basis for deployment of ITS around the country
- National architecture is not a deployment of ITS by itself

January 17, 2001

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FDOT District 7 Architecture

- Completed in February 2000
- Detailed description of activities anticipated district-wide
- Includes (by county)
 - Existing ITS infrastructure
 - Baseline architecture
 - Market Packages and Concept of Operations
 - Recommended logical and physical architecture
 - Conceptual communications plan

January 17, 2001

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SR 60 Feasibility Study

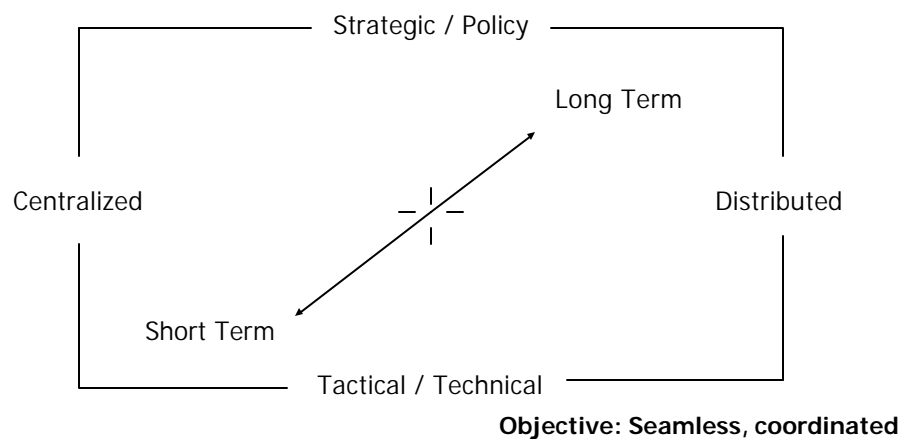
- Provides a more detailed concept of the elements of ITS implementation in Clearwater
- Also contains Market Packages for systems specific to the SR 60 projects

January 17, 2001

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Spectrum



January 17, 2001

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Today's Activity

■ Identify Systems / Components required to meet Goals / Objectives, including:

- Adaptive traffic control
- Congestion monitoring
- Incident detection
- Video monitoring
- Center to center communications and general communications requirements
- Data archiving / warehousing
- Traveler information systems

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Network Monitoring

	Pinellas County	Clearwater	St. Petersburg	Other Cities	Other Agencies
● Control					
○ Access					
Network Monitoring					
CCTV System					
Cameras	●	●	●		
Camera control	●	●	●	○	○
Image view	●	●	●	○	○
Maintenance	●	●	●		
Detectors					
Detector control	●	●	●		
Detector output	●	●	●	○	○
Maintenance	●	●	●		
Map					
Use	●	●	●	○	○
Maintenance	●	○	○	○	

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Local Traffic Control

<ul style="list-style-type: none"> ● Control ○ Access 	Pinellas County	Clearwater	St. Petersburg	Other Cities	Other Agencies
Local Traffic Control					
Signals					
Control	●	●	●	○	
Timing Plans	●	●	●	○	
Maintenance	●	●	●		
Detectors					
Detector control	●	●	●		
Maintenance	●	●	●		
Map					
Use	●	●	●	○	○
Maintenance	●	○	○	○	
Preemption Requests					
Transit	●	●	●	○	○
EMS	●	●	●	○	○

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Traffic Info/Regional Control

<ul style="list-style-type: none"> ● Control ○ Access 	Pinellas County	Clearwater	St. Petersburg	Other Cities	Other Agencies
Traffic Information					
Dynamic Message Signs					
Control	●	●	●		
Maintenance	●	●	●		
Highway Advisory Radio					
Control	●	●	●		
Maintenance	●	●	●		
Regional Traffic Control					
Coordination					
Other TMCs	●	●	●	○	
EMS/Fire	●	●	●	○	○
Transit	●	●	●		○
Police	●	●	●	○	○

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Incident Management

<ul style="list-style-type: none"> ● Control ○ Access 	Pinellas County	Clearwater	St. Petersburg	Other Cities	Other Agencies
Incident Management					
Detection					
Initial	●	●	●		
Verification	●	●	●		
Communications					
to EMS / Fire / Police	●	●	●		○
Dispatch	●	●	●		○
Management					
Lead coordination	●	●	●	●	●
Scene management	●	●	●	●	●
Follow-up					
Corrective maintenance	●	●	●	○	○
Performance review	●	●	●	○	○

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Prediction / Demand Management

<ul style="list-style-type: none"> ● Control ○ Access 	Pinellas County	Clearwater	St. Petersburg	Other Cities	Other Agencies
Prediction / Demand Management					
Prediction					
Detection inputs	●	●	●		
Performance analysis	●	●	●	○	○
Output reporting					
Parking	●	●	●	○	○
Transit	●	●	●	○	○
EMS	●	●	●	○	○

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Highway / Rail Crossing

<ul style="list-style-type: none"> ● Control ○ Access 	Pinellas County	Clearwater	St. Petersburg	Other Cities	Other Agencies
Highway / Rail Crossing					
Train Detection					
Operate	●	●	●		○
Maintain	●	●	●		○
Signal Preemption					
Operate	●	●	●		
Maintain	●	●	●		
Traffic Detection					
Operate	●	●	●		
Maintain	●	●	●		

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Weather Monitoring

<ul style="list-style-type: none"> ● Control ○ Access 	Pinellas County	Clearwater	St. Petersburg	Other Cities	Other Agencies
Weather Monitoring					
Weather detection					
Operate	●	●	●	○	○
Maintain	●	●	●	○	○
Weather prediction					
Make predictions	●	○	○	○	○
Use predictions	●	●	●	●	●
Mobilization					
Signal system	●	●	●	○	○
EMS / Fire / Police	●	●	●	○	○

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Other Systems

	Pinellas County	Clearwater	St. Petersburg	Other Cities	Other Agencies
● Control					
○ Access					
Transit					
Transit Vehicle Tracking	○	○	○	○	●
Transit Fixed-Route Operations	○	○	○	○	●
Demand Response Transit Operations	○	○	○	○	●
Transit Passenger and Fare Management	○	○	○	○	●
Multi-modal Coordination	○	○	○	○	●
Transit Traveler Information	○	○	○	○	●
Traveler Information					
Broadcast Traveler Information	●	●	●	○	●
Interactive Traveler Information	●	●	●	○	●
ISP Based Route Guidance	●	●	●	○	●
Emergency Management					
Emergency Response	●	●	●	○	●
Emergency Routing	●	●	●	○	●
ITS Data Systems					
ITS Data Warehouse	●	●	●	●	●
Commercial Vehicle Operations					
Fleet Administration	○	○	○	○	●
Electronic Clearance	○	○	○	○	●
Vehicle Safety					
Pedestrian Safety	●	●	●	○	○

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Next steps

■ Meeting February 7

– Component Functions within each system, including:

- Where functions are performed
- Which functions are shared / coordinated
- Data needs / flows within and across systems

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Next Steps (continued)

- Meetings February 28 and March 21
 - Institutional Relationship Document
 - Funding responsibilities
 - Shared functions and facilities
 - General transition schedule
 - Stakeholder roles and responsibilities
 - Staffing of primary control centers

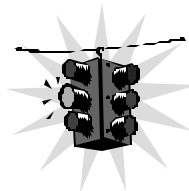
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Remember...

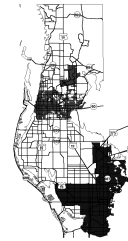
- End Result = Clear direction to the ATMS designer of what the system operators require for a successful project
- *Its Your System!!*



January 17, 2001

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TRANSCORE



Pinellas County MPO

Requirements Document

Functions and Diagrams Discussion

February 7, 2001

TRANSCORE

Presentation Overview

- Where we are
- Today's Activities
- Next Steps

February 7, 2001

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TRANSCORE
DMJM + HARRIS

Where We Are

- Initiated project in December
- Developed draft Concept of Operations
- Presented discussion of systems included in the ATMS

February 7, 2001

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Today's Activity

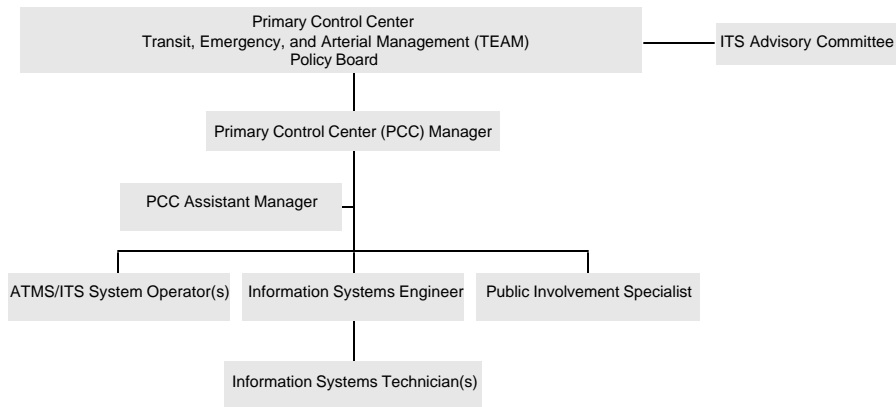
- Introduce Agency Roles and Responsibilities
- High Level View of Functional Requirements

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Primary Control Center Staff

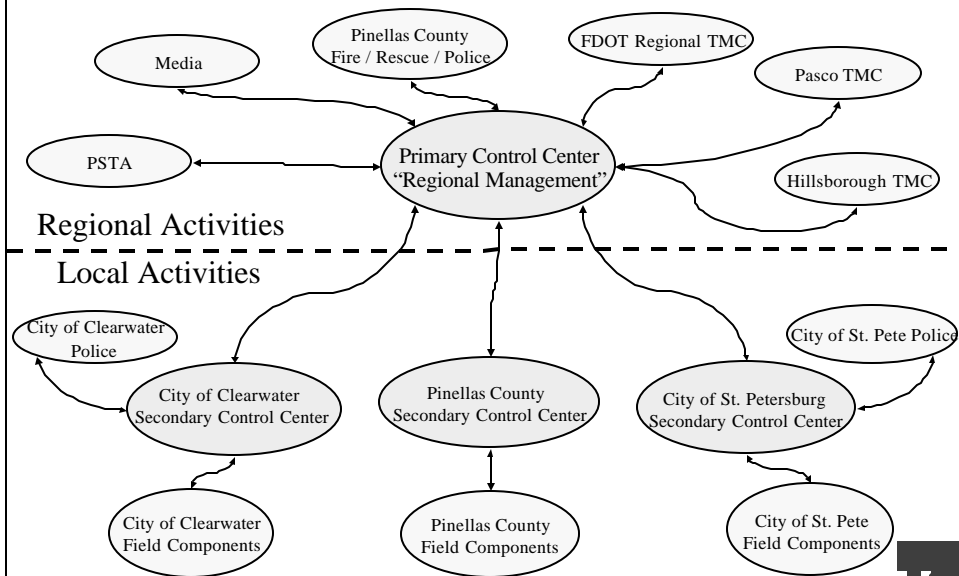


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Regional and Local Activities

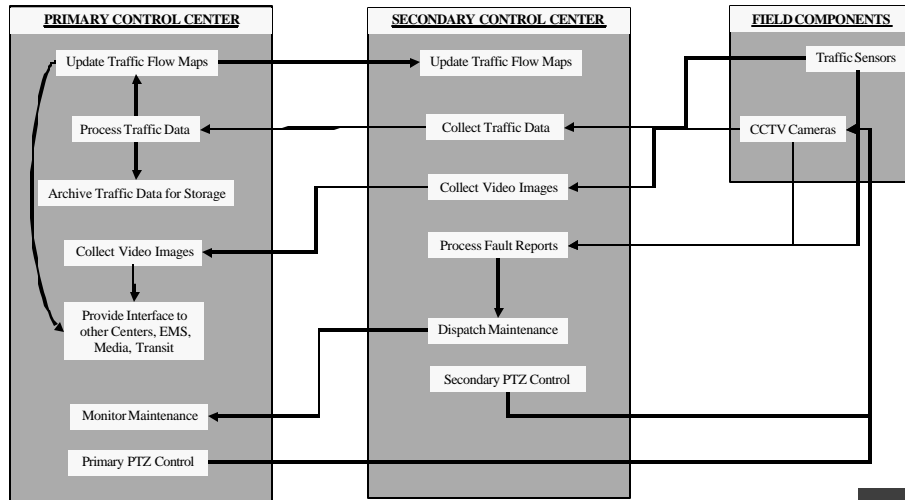


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Network Monitoring

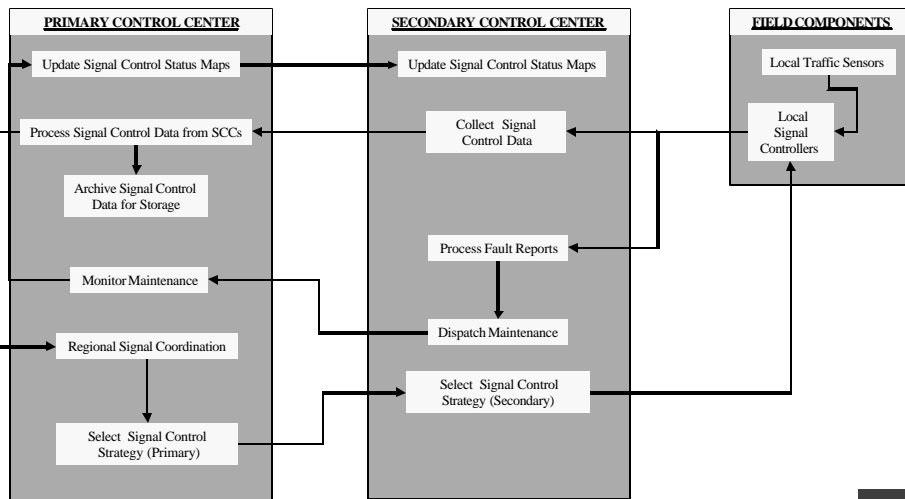


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Regional Traffic Control

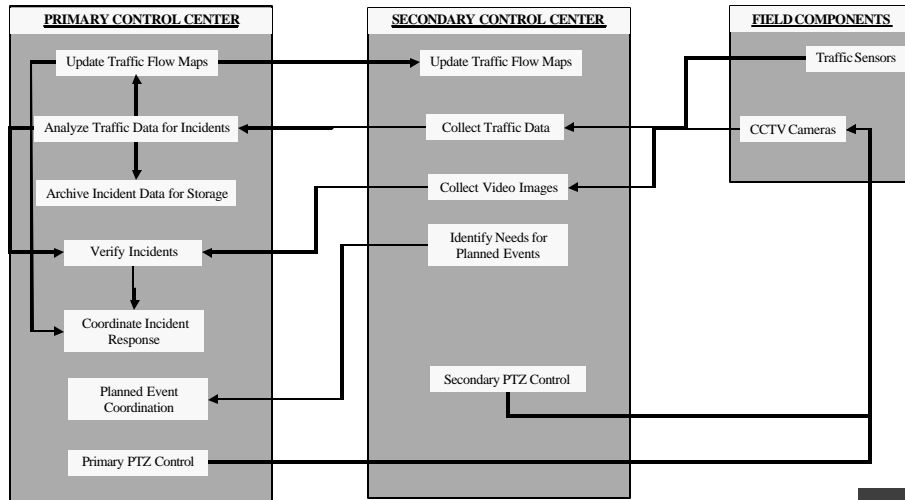


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Incident Management

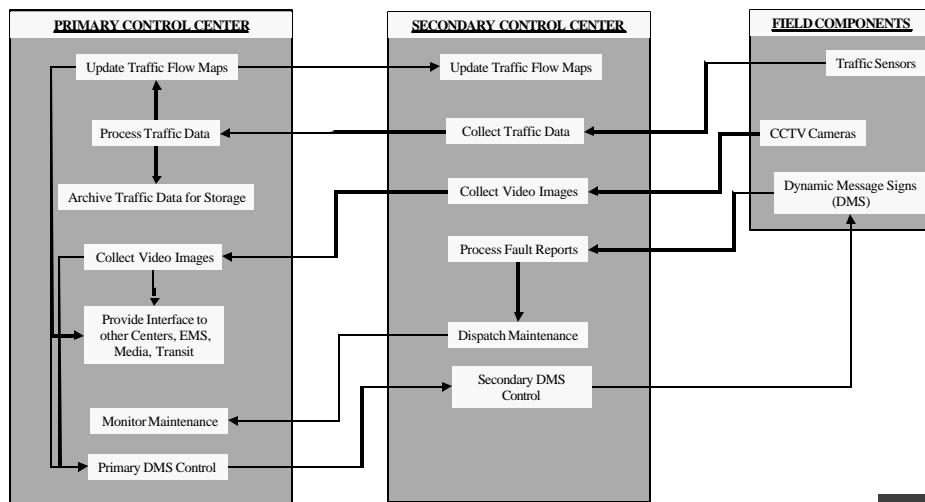


February 7, 2001

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Traffic Information Dissemination

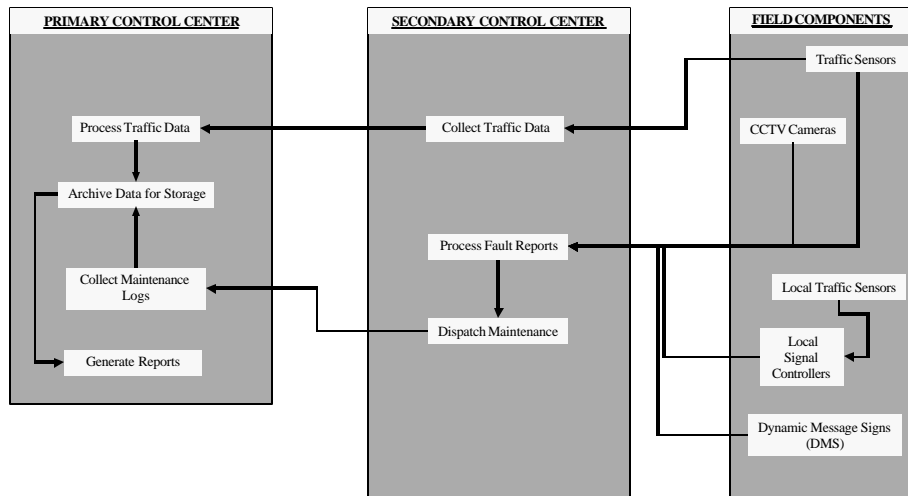


February 7, 2001

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Archived Data Management



February 7, 2001

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TransCore
HARRIS

Document Outline

- Introduction
- Concept of Operations
 - Institutional Roles & Responsibilities
 - Data / Control Integration
- Functional Requirements
 - PCC
 - SCC
 - Field Devices
- PCC Facility Requirements

February 7, 2001

Page 1

TransCore
HARRIS

Next Steps

- Meeting February 28
 - Institutional Relationship Document
 - Funding responsibilities
 - Shared functions and facilities
 - General transition schedule
 - Stakeholder roles and responsibilities
 - Staffing of primary control centers
 - Facilities and Requirements

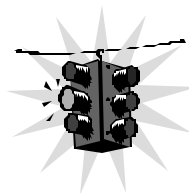
February 7, 2001

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Remember...

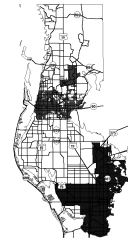
- End Result = Clear direction to the ATMS designer of what the system operators require for a successful project
- *Its Your System!!*



February 7, 2001

Page 1





Pinellas County MPO

Requirements Document Institutional Issues Discussion February 28, 2001

TRANSCORE

Presentation Overview

- Research into the Florida Statutes
- Intergovernmental Possibilities
- Recommendations

February 28, 2001

Page 1

TRANSCORE
DMJM + HARRIS

The Intergovernmental Structures

- Councils of Local Public Officials
 - Section 163.02
- Florida Interlocal Cooperation Act of 1969
 - Section 163.01
- Regional Transportation Authorities
 - Section 163.567

February 28, 2001

Page 1



Council of Local Public Officials

- Member governments enter into agreement by resolution
- Study governmental problems
- Promote cooperative arrangements
- Make recommendations for review and action by others
- Representative – elected chief executive
 - Merely an advisory group
 - Not an operations & management body

February 28, 2001

Page 1



Interlocal Cooperation Act

- May enter into agreement of mutual interest
- Describe within the agreement:
 - Purpose and method accomplished
 - The organization, composition and nature of entity
 - Powers designated to them
 - How parties provide financial support
 - Manner of employing staff
 - Manner purchases may be made

February 28, 2001

Page 1



Interlocal Cooperation Act (cont.)

- Describe within the agreement (cont.) :
 - Duration
 - Severance
 - PCC's common power
 - Exercise of power
 - Entering into contracts
 - Acquisition, rent, lease of property
 - All other matters relating to participation

February 28, 2001

Page 1



Interlocal Cooperation Act (cont.)

- Can possess the common power specified in the agreement
- May exercise the authority in the manner provided for in the agreement
- Exists as an administrative entity

February 28, 2001

Page 1



Regional Transportation Authority

- Authority created may purchase, own, operate or provide for the operation of transportation facilities
- Contract for transit services
- Exercise power of eminent domain
- Conduct studies
- Contract with other government agencies, companies and individuals
- Can not compete with private charter co.

February 28, 2001

Page 1



Regional Transportation Authority (cont.)

- Must establish a charter committee
- One representative from each agency for each 100,000 population
- Committee creates charter - filed with Dept. of State
- Governor appoints two members
- Board has a director from each agency and at least five members
- Is a separate and distinct entity

February 28, 2001

Page 1



Regional Transportation Authority (cont.)

- Authority may employ an executive administrator
- Charter contains manner of financial support
- May contract for services
- May be for public transit system
- Lead time to implement
- Directors of the board receive no salary
- One regional transportation authority membership

February 28, 2001

Page 1



Recommendations

- Interlocal Agreement appears best match
- Agreement language can address all pertinent issues and arrangements
- Member agency perception
- ITS Committee to broker agreements with the agencies

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Recommendations (cont.)

Organizational structure:

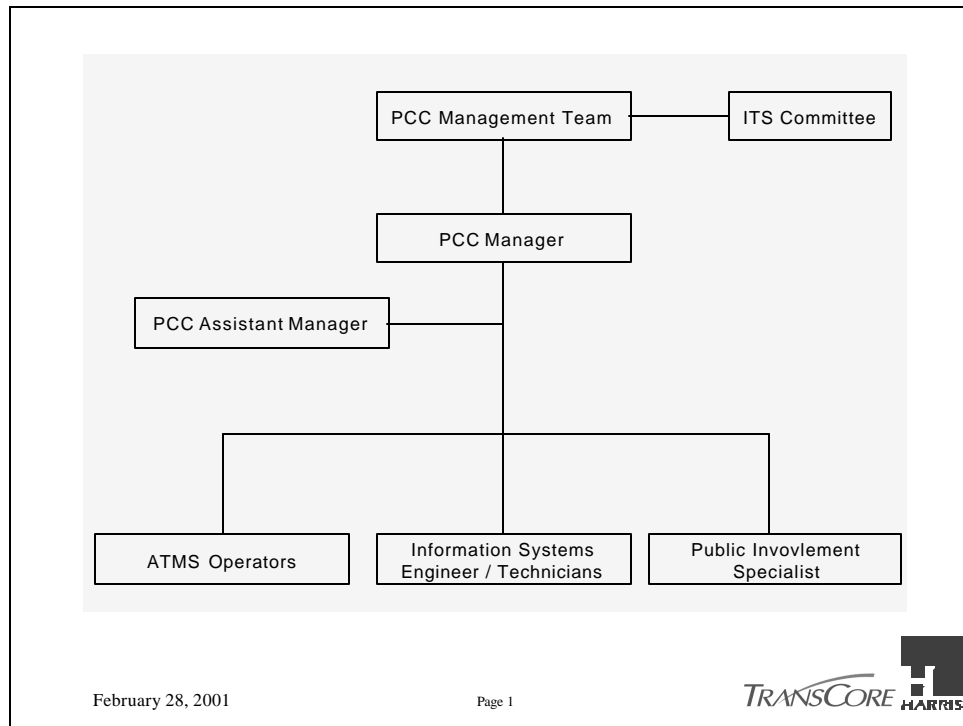
PCC Management Team:

- Pinellas County Signal Operations Manager,
- City of Clearwater Traffic Operations Manager
- City of St. Petersburg Assistant Director of Streets, Engineering & Transportation

February 28, 2001

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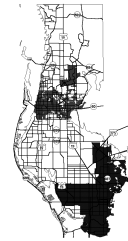


Result.....

Unified operation and
management of arterial network.

Regional Traffic Management
Achieved.

TRANSCORE



Pinellas County MPO

Requirements Document

March 21, 2001



Presentation Overview

- TS&MCC confirmation of Concept of Operations
- General Transition Schedule
- Institutional Relationship Document
- Next Steps

March 21, 2001

Page 1



Confirmation of Concept of Operations

- Comments from MPO
- Revised Concept of Operations

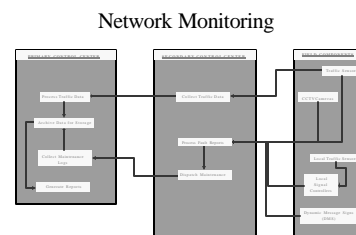
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Revised Concept of Operations

- Added Approved Conclusions
- Added reference to FDOT guidance
- Added Functional Requirements
Diagrams
- TS&MCC Approval



March 21, 2001

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General Transition Schedule

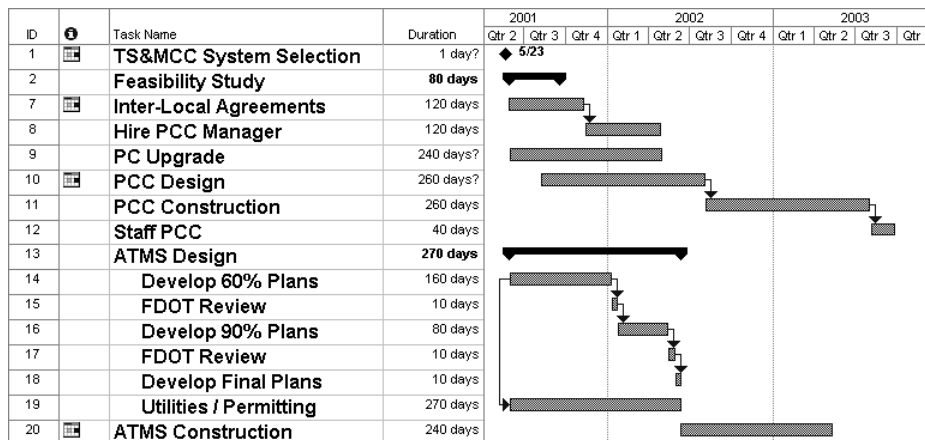
- Identify Events
- Develop Logical Sequence of Events
- Identify Key Decision Points

March 21, 2001

Page 1



General Transition Schedule



March 21, 2001

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Institutional Relationship Document

- Funding responsibilities
- Shared functions
- Stakeholder roles and responsibilities
- Staffing of primary control centers
- Facilities and Requirements

March 21, 2001

Page 1



Funding Responsibilities

- PCC Costs
 - Methodology Based on # Signals Along Corridor
 - Capital Costs
 - Staffing
 - O&M

March 21, 2001

Page 1



Shared Functions

- System Monitoring for Coordination (video, traffic flow, timings, etc.)
- System Control for Redundancy
- Information Dissemination
- Archived Data Management
 - Signal Timings, Traffic Counts
 - MOE's (Travel Times, Delays, Incident Data)
 - Maintenance Records for Corridors

March 21, 2001

Page 1



Stakeholder Roles and Responsibilities

- All:
 - Commitment to Coordination
 - Identify Capital Improvements Needs
 - Liaison to Local Officials / Other Local Agencies
 - Budgets
- MPO:
 - Identify Funding Sources
 - Archived Data Management
- Cities and County:
 - Sufficient Operations Support
 - Proper Maintenance of System and Field Components
 - Provide Access to Information

March 21, 2001

Page 1



Primary Control Center

■ Staffing

- PCC Manager / Assistant
- ATMS Operators
- Information Systems
- Public Relations

■ Facilities Requirements (Assumes Full Build)

- Control Room (Video Wall, Five Integrated Consoles)
- Offices (PCC Manager / Assistant / Public Relations)
- Conference Room
- Computer Room

March 21, 2001

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Next Steps

- Submit Drafts Next Week
 - Functional Requirements
 - Institutional Relationship Document
- TS&MCC Approval (First Week in April)
- Final Documents (Second Week in April)
- Final MPO Presentation (TBD)

March 21, 2001

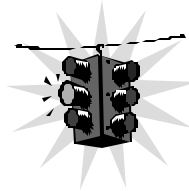
Page 1



Remember...

- End Result = Clear direction to the ATMS designer of what the system operators require for a successful project

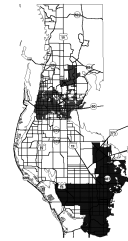
- *Its Your System!!*



March 21, 2001

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Pinellas County MPO

Requirements Document
Draft Presentation to MPO
April 25, 2001

TRANSCORE



Presentation Overview

- Background
- Requirements Elements
 - Concept of Operations
 - Functional Requirements
 - Institutional Issues
- Recommendations and Next Steps

April 25, 2001

Page 1

Background

- Signal System Evaluation Project
 - Complete June 2000
 - Recommended a variety of activities, including:
 - Computer “Head” Upgrade
 - Virtual Control Center
 - Requirements Document
 - Four corridors for initial implementation
 - SR 60, US 19, McMullen Booth Rd, Ulmerton Rd

April 25, 2001

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Background

- MPO Action October 2000
 - “One System”
 - Omnibus Operating Center
 - Initial Corridors for ITS
 - Computer “Head” Upgrade
 - Requirements Document / Management Study

April 25, 2001

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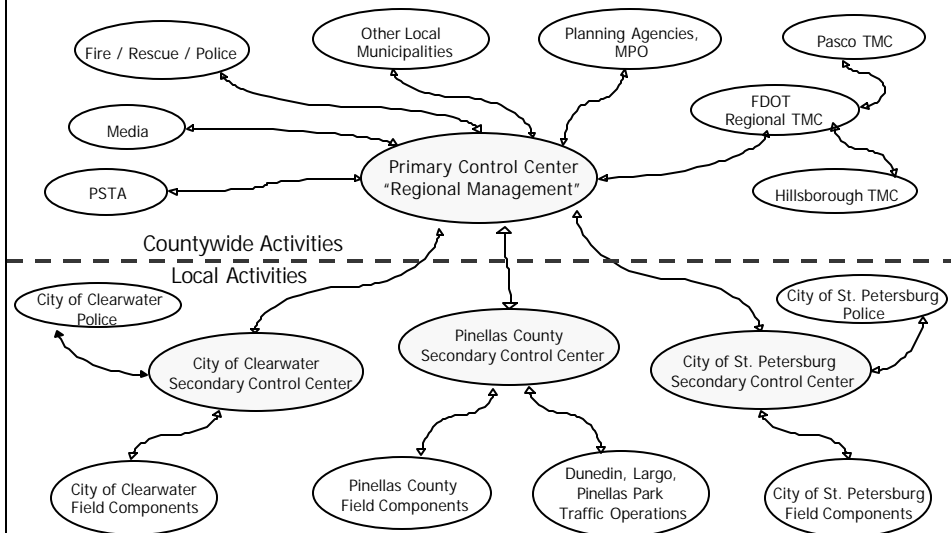
Requirements Study

- Initiated this study January 2001 as a result of MPO action
- Contains three primary elements for analysis:
 - Concept of Operations
 - Functional Requirements
 - Institutional Issues

April 25, 2001

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Concept of Operations - System Architecture



April 25, 2001

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Proposed ATMS Services

- Network Monitoring
- Countywide Traffic Management Coordination
- Countywide Incident Coordination
- Traveler Information Dissemination
- Archived Data Management

April 25, 2001

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"The Details"

- Use communications from field devices to existing centers to minimize costs and delays
- Diagrams show interrelationships between centers, field equipment
- Diagrams show where functions are performed

April 25, 2001

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Example: Countywide Incident Coordination

```
graph LR; subgraph Primary [PRIMARY CONTROL CENTER]; P1[Update Traffic Flow Maps]; P2[Analyze Traffic Data for Incidents]; P3[Archive Incident Data for Storage]; P4[Verify Incidents]; P5[Coordinate Incident Response]; P6[Planned Event Coordination]; P7[Primary PTZ Control]; end; subgraph Secondary [SECONDARY CONTROL CENTER]; S1[Update Traffic Flow Maps]; S2[Collect Traffic Data]; S3[Collect Video Images]; S4[Identify Needs for Planned Events]; S5[Secondary PTZ Control]; end; subgraph Field [FIELD COMPONENTS]; F1[Traffic Sensors]; F2[CCTV Cameras]; end; P1 --> S1; S2 --> P2; F1 --> S2; F2 --> S3; S3 --> P4; S4 --> P6; S5 --> P7; P2 --> P1; P2 --> P3; P3 --> P4; P4 --> P5; P5 --> P6; P6 --> P7;
```

The diagram illustrates the Countywide Incident Coordination system, organized into three main functional areas:

- PRIMARY CONTROL CENTER**
 - Update Traffic Flow Maps
 - Analyze Traffic Data for Incidents
 - Archive Incident Data for Storage
 - Verify Incidents
 - Coordinate Incident Response
 - Planned Event Coordination
 - Primary PTZ Control
- SECONDARY CONTROL CENTER**
 - Update Traffic Flow Maps
 - Collect Traffic Data
 - Collect Video Images
 - Identify Needs for Planned Events
 - Secondary PTZ Control
- FIELD COMPONENTS**
 - Traffic Sensors
 - CCTV Cameras

Flow and Data Exchange:

- Primary to Secondary:** Update Traffic Flow Maps.
- Secondary to Primary:** Collect Traffic Data.
- Field to Secondary:** Traffic Sensors feed into Collect Traffic Data; CCTV Cameras feed into Collect Video Images.
- Secondary to Primary:** Collect Video Images feed into Verify Incidents.
- Secondary to Primary:** Identify Needs for Planned Events feed into Planned Event Coordination.
- Secondary to Primary:** Secondary PTZ Control feed into Primary PTZ Control.
- Internal Primary Flow:** Analyze Traffic Data for Incidents feeds into Update Traffic Flow Maps, Archive Incident Data for Storage, and Coordinate Incident Response. Archive Incident Data for Storage also feeds into Verify Incidents. Verify Incidents feeds into Coordinate Incident Response. Coordinate Incident Response feeds into Planned Event Coordination. Planned Event Coordination feeds into Primary PTZ Control.

Organization Concept

```
graph TD; PCC_Mgmt_Team[PCC Management Team] --- ITS_Committee[ITS Committee]; PCC_Mgmt_Team --- PCC_Manager[PCC Manager]; PCC_Manager --- PCC_Assistant_Manager[PCC Assistant Manager]; PCC_Manager --- ATMS_Operators[ATMS Operators]; PCC_Manager --- Info_Systems[Information Systems Engineer / Technicians]; PCC_Manager --- Public_Involvement_Specialist[Public Involvement Specialist];
```

The organizational chart illustrates the structure of the PCC Management Team. At the top is the PCC Management Team, which is connected to the ITS Committee. Below the PCC Management Team is the PCC Manager. The PCC Manager is connected to the PCC Assistant Manager and three other roles: ATMS Operators, Information Systems Engineer / Technicians, and Public Involvement Specialist.

April 25, 2001

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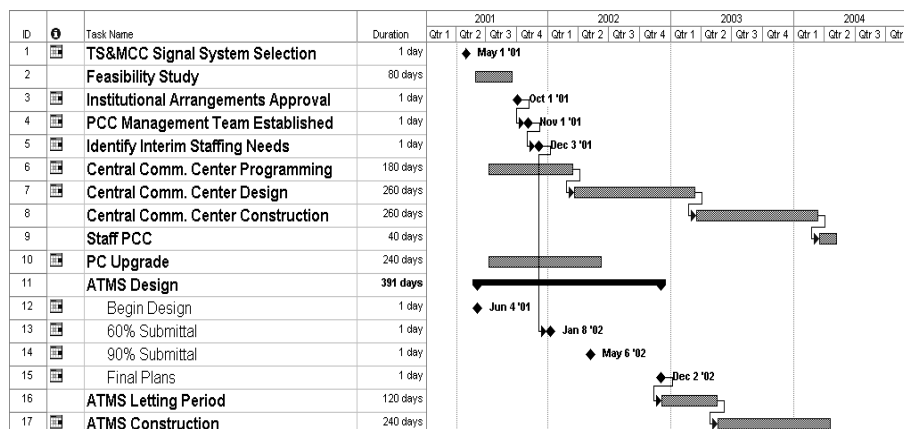
Space Requirements

Facility	Number Required	Square Feet per Unit	Total Square Feet
PCC Control Room	1	1,225	1,225
Computer and Communications Room	1	600	600
Conference Room	1	276	276
Manager's Office	1	244	244
Assistant Manager's Office	1	162	162
Information Systems Engineer's Office	1	162	162
Public Information Specialist's Office	1	162	162
Support Staff Cubicles	6	75	450
Storage Room	1	64	64
Reception Area	1	96	96
TOTAL			3,441

April 25, 2001

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General Transition Schedule



April 25, 2001

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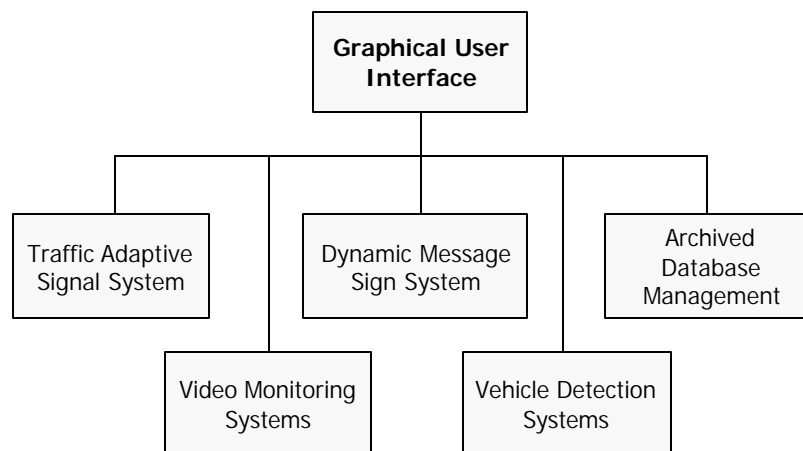
Functional Requirements

- System Level
- Graphical User Interface
 - Graphic Display System
- Traffic Adaptive Signal System
- Video Monitoring Subsystem
- Dynamic Message Signs
- Vehicle Detection System
- Archived Database Management

April 25, 2001

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System Components



April 25, 2001

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Functional Requirements

- Consists of description of functions each component "shall" and "should" have
- Very important information used in designing the system
- Not easily summarized for a presentation
 - Refer to Section 3.0 of *Pinellas Countywide ATMS Requirements*

April 25, 2001

Page 1

Institutional Relationships

- Reviewed three types of relationships
 - Interlocal Agreement is best for this activity
- Prepared Draft Interlocal Agreement
 - Appendix B of report
- Institutional Structure and Funding Formulas to be determined by agencies
 - PCC Management Team headed by Public Works Directors or equivalents
 - Funding may incorporate weighted average of population, land area, and/or # of traffic signals

April 25, 2001

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Inter-Agency Coordination

Parties to the Agreement	Type of Agreement	Information Shared	Purpose
Clearwater, St. Petersburg, Pinellas County	Interlocal Agreement	Major Arterial Traffic Control / Traffic Management	Regional Coordinated Corridor Management
Clearwater Public Works, Clearwater Police	Memorandum of Understanding	Video Monitoring & Incident Detection	Monitor Intersections with Frequent Incidents/ Improved Response
St. Petersburg Public Works, St. Petersburg Police	Memorandum of Understanding	Video Monitoring & Incident Detection	Monitor Intersections with Frequent Incidents/ Improved Response
PCC Management Team, Pinellas Suncoast Transit Authority	Memorandum of Understanding	Video Monitoring & System Detector Data	Monitor major stops and network performance
PCC Management Team, Media	Memorandum of Understanding	Video Monitoring	Monitor major arterials and traffic disruptions for traffic information dissemination
PCC Management Team, FDOT Regional TMC	Memorandum of Understanding	Video Monitoring & System Data	Share real-time video, system sensor and incident management information
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Next Steps

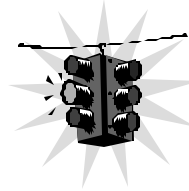
- Begin discussion among agencies for implementing ILAs and MOUs
 - Needs to be in place by Dec 2002
- Monitor progress of Pinellas Countywide ATMS over the next 18 months
 - Progress Reports from FDOT every 6 months or as needed
- Continue funding "Head Replacement" project

April 25, 2001

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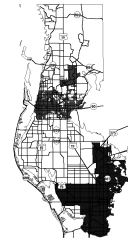
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- *Its Your System!!*



April 25, 2001

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Pinellas County MPO

Requirements Document

Presentation to MPO

May 9, 2001

TRANS CORE



Presentation Overview

- ❑ Background
- ❑ Requirements Elements
 - Concept of Operations
 - Functional Requirements
 - Institutional Issues
- ❑ Recommendations and Next Steps

May 9, 2001

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May 9, 2001

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May 9, 2001

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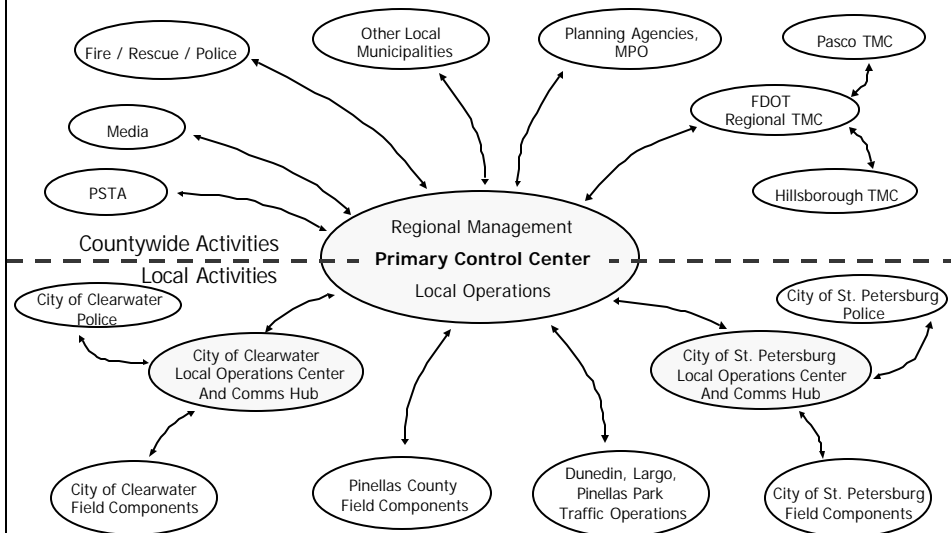
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May 9, 2001

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Concept of Operations - System Architecture



May 9, 2001

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May 9, 2001

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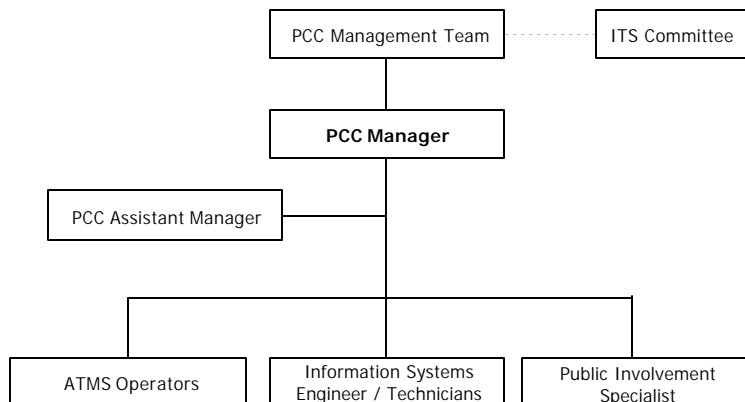
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May 9, 2001

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Organization Concept



May 9, 2001

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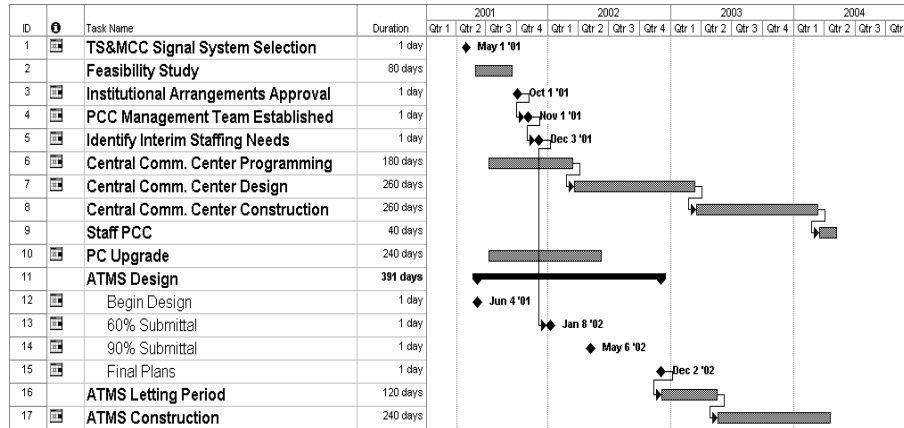
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May 9, 2001

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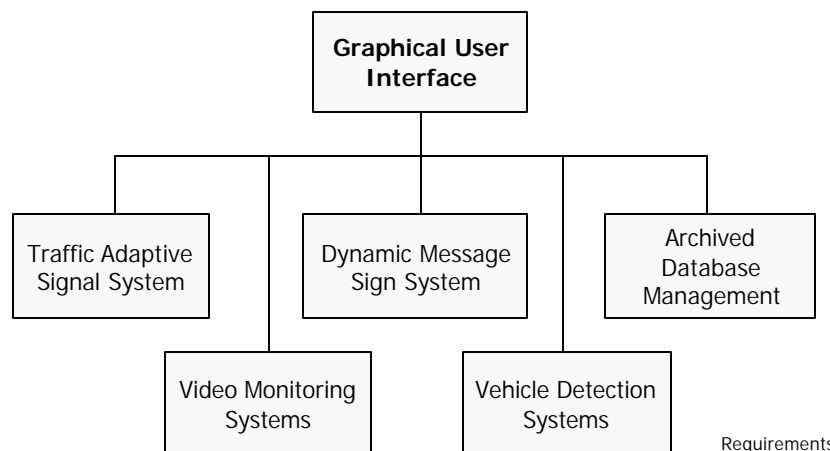
General Transition Schedule



May 9, 2001

Page 1

Functional Requirements



Requirements address these system components

May 9, 2001

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May 9, 2001

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Next Steps

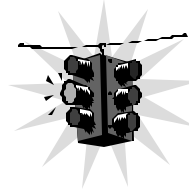
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May 9, 2001

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Remember...

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- ❑ *Its Your System!!*



May 9, 2001

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TRANSCORE



Appendix E – Project Meeting Minutes

TS&MCC Meeting: February 7, 2001	E-2
TS&MCC Meeting: February 28, 2001	E-5
Pinellas County Emergency Communications Facility Meeting: March 7, 2001	E-7
TS&MCC Meeting: March 28, 2001	E-9

Meeting Minutes

TS&MCC Meeting February 7, 2001, 9:00 a.m. Pinellas MPO Requirements Document

Paul Bertels called the meeting to order.

Paul thanked the committee for their hard work and continued attendance at these meetings held in addition to the regular meetings.

Ken Jacobs, Glenn Weaver, and Steve Fox are meeting with Computran in Hackensack NJ today and tomorrow regarding the Head Transplant.

Dan Preslar began the presentation, providing a brief description of what has taken place to date and what the TransCore team would be presenting today. Charlie Robbins then provided the meat of the presentation.

The first graphic, Primary Control Center (PCC) Staff, initiated a lot of discussion. The following comments were provided:

The proposed PCC Transit, Emergency, and Arterial Management (TEAM) Policy Board should not be a Policy Board, but should be a management team composed of technical staff. The TEAM should include FDOT, Clearwater, St. Petersburg, and Pinellas County staff. Charles Settgast commented that the TS&MCC might be the appropriate group of technical staff.

Management by committee cannot succeed – the PCC Manager must be given “point responsibility” for the success of the system. The graphic should be redrawn to show the PCC Manager at the top, with the ITS Advisory Committee and PCC TEAM on the sides providing input and policy guidance.

It is unclear to whom the PCC Manager would report. Would the PCC Manager be within County government or a city government?

The Public Involvement Specialist might not be necessary from the initial operation of the system. This task would most likely be the PCC Manager’s responsibility initially.

Should a separate authority (like a transit authority) be set up to manage the roadways?

The functions (what and how many) of the TEAM should be defined, both short and long term.

The CCC will most likely have staff for hardware maintenance. Charlie Robbins clarified that the Information Systems Engineer and Technician would most likely be responsible for just the traffic control system and any database report preparation. Ken Jacobs also noted that Computer Signal Systems are exempt by statute from standard management of information systems (MIS) requirements.

Keith Crawford noted that 24-hour management would require a certain level of staff that needs to be considered carefully.

The second graphic, Regional and Local Activities, also spurred some discussion. Typical comments include the following:

“Pinellas County Fire / Rescue / Police” bubble should include other municipalities.

Bill Wilshire noted that other county traffic management centers (TMCs) should communicate through the FDOT Regional TMC. Maybe in the long term Manatee should be included. The Skyway Bridge operation takes place in the regional TMC.

A new bubble for “Other City Traffic Operations (Dunedin, Largo, and Pinellas Park)” should be added, connecting to the Pinellas County Secondary Control Center.

Charlie Robbins then began discussion of the preliminary data flow diagrams for Network Monitoring, Regional Traffic Control, Incident Management, Traffic Information Dissemination, and Archived Data Management. Comments to these graphics are provided below:

On the Network Monitoring graphic, Angelo Rao asked if local TOC staff would be moved to the PCC when the local TOC is not operational. The group concurred that a workstation for such incidents should be part of the PCC control room requirements.

Keith Crawford asked if fail-safe or system redundancy is considered. Response: this is a design issue that clearly must be considered and will be noted as a requirement.

A general question about the CCC status was posed. Ken Jacobs replied that the CCC is a “Penny for Pinellas” project. The schedule has slipped somewhat, although currently it is still a priority project. Note that in June all projects will be reevaluated to determine if they should proceed.

In the Incident Management graphic, it is intended that the PCC will coordinate the initial response and focus on the corridors. Video images may also be sent from the Secondary Center to local police.

The team then discussed the Document Outline slide.

Charles Settgest suggested an Implementation Plan and Work Flow Diagram be developed. This modified Gantt chart would show the relationship of tasks and decision points related to hardware and software procurement.

Gina Harvey noted that for field device requirements, loops should be required in all lanes so the data collected can be used for planning purposes. Dan Preslar will get with Gina to get data collection requirements for planning purposes and add them the system requirements.

Next steps were discussed. The meeting on February 28 will be primarily to discuss institutional issues. On February 21, the team will submit a refined Concept of Operations to the committee.

Sara Ward discussed when a presentation of interim results could be made to the MPO. The best opportunity appears to be at the March 14 meeting.

The meeting was adjourned at approximately 11:30 a.m.

Meeting Minutes

TS&MCC Meeting February 28, 2001, 9:00 a.m. Pinellas MPO Requirements Document

Committee chair Paul Bertels opened the meeting and introduced Charlie Robbins. Charlie Robbins stated two goals for today's meeting:

- Give a presentation on the PCC institutional arrangements analysis and results.
- Address comments regarding the draft Concept of Operations would be discussed following the presentation of the results concerning institutional arrangements.

PCC institutional arrangements analysis and results

Charlie Robbins introduced Fred Heery to discuss the PCC institutional arrangement analysis and results. Fred Heery presented the pros and cons for three possible options (see attachment). The interlocal agreement was recommended. The agreement language could be written to handle all of the pertinent issues and it was suggested the **TS&MCC** committee help broker the agreement with the member agencies.

Gina announced that the County MPO attorney (David Sodowsky) was here to speak to the group. David Sodowsky mentioned that he, at the request of the committee, looked into the statutes in section 189 relative to creating a special district for the PCC. He referenced Section 189 FS and handed out 189.403. He noted that all members would have to be of the same governing body and are appointed by the single governing body. Also, he directed attention to 189.4041 (2) that requires all governing bodies of the area affected to approve. Thus, all 24 municipalities would need to approve. He went on to discuss reasons not to create this and stated that it is not recommended. David also agreed that the interlocal agreement was the best match.

The group discussed issues related to the institutional agreements, which are highlighted below:

- The group agreed that the master agreement (the multi-jurisdiction interlocal agreement) include language to allow other jurisdictions to become members of the joint body with appropriate cost sharing financial support provisions.
- Charles Settgest stated that operationally, the interlocal agreement is the right way to look at things. He expressed a concern regarding the capital investment and how to structure long-term commitments protect the public's interest in the system. It was then brought up that the county has a long-term agreement with the City of St. Petersburg and possibly a similar situation could be used. A 15-year agreement was mentioned and to possibly utilize something similar to the St. Petersburg agreement.

Gina Harvey commented to make a correction and include Keith Crawford or FDOT representative to the PCC Management Team.

Concept of Operations Comments

The following summarizes the comments on the Draft Concept of Operation Comments:

- It was suggested to put a member of FDOT on the PCC Management Team. The District Traffic Operations Engineer will be the representative.
- Also, with some discussion, it was fairly widely agreed that as a starting point in the agreement negotiations, that the county and city Public Works Directors (or designee) would be the appropriate member agency representative on the PCC Management Team.
- The PCC Management Team may include other agencies that are willing to contribute to funds and staff.

The discussion then let into interim solution options should the County not complete the building addition necessary. The committee then voted to have an alternative plan included in the plan. The Committee agreed that a “virtual” regional ATMS system would be the alternative plan. This will still require agreements between the agencies and consideration of hiring a PCC Manager to be located at one of the secondary centers.

Other Issues

The discussion focused on the goals of the MPO presentation on the 14th of March.

1. Project Overview – including benefits of the project.
2. Project Status
3. Concept of Operations – Note that the Concept of Operations was developed considering the technical, management, and institutional issues.
4. Cooperative arrangement (including funding commitments)

Action Items

- TransCore needs to contact Richard Williams with the county to discuss timetables, computer hardware space and schedule. The contact is to be made by March 21st.
- Charlie Robbins to include comments on re-submit Draft Concept of Operations to distribute to the MPO prior to presentation.
- Charlie Robbins offered to attach text to the slides to indicate generally what the consultant would say during each slide.
- It was stated that the final Functional Requirements discussion would occur at the meeting on March 21st.

Meeting Minutes

Pinellas County Emergency Communications Facility Meeting

March 7, 2001, 2:00 p.m.

Pinellas MPO Requirements Document

Attendees:

Dick Williams	Director of Communications, Pinellas County
Gary Vickers	Senior Emergency Management Coordinator, Pinellas County
Fred Heery	TransCore, Inc.
Charles Robbins	Frederic R. Harris, Inc.

This meeting was requested by TransCore to discuss any plans that the County Emergency Communication Center staff may have that might affect the implementation/operation of the new traffic control system and to discuss future traffic operation center requirements.

Fred Heery opened by stating the reasons for the meeting and that the consultant team had some questions concerning the upcoming new Emergency Communications Center.

I. New Communications Facility

Dick Williams gave a clear overview of the new Communication facility to be constructed on Seminole & Ulmerton Roads. The stated size was 60,000 sq. ft.

It is planned to house:

1. Emergency Management Department and EOC
2. Emergency Communications Department
 - 2.1. Communication Center (9-1-1)
 - 2.2. Radio Systems Division, (Countywide radio system)
 - 2.3. Computer Support Division
3. Pinellas County Sheriff's Office Dispatch and support offices
4. EMS Ambulance Control Center and support offices

Additional discussion then centered on what information the consultant team could assemble for the architect responsible for the project programming. It was agreed that specific information would be needed such as

- Square footage
- Definition of office space
- Size of offices
- Ancillary rooms
- Computer support
- Etc.

Mr. Dick Williams indicated that Communication Center project execution is anticipated to occur between 2003 and 2005, with the architectural design process taking approximately nine months. It was suggested by Dick that the consultant team contact the architect and agree on programming needs. It was agreed that what we should be striving towards is to become another chapter in the Project Report describing needs. Architect Tom Borowski at 727-464-5309 was given as the contact. Charles Robbins agreed to contact Mr. Borowski.

Action: Charles Robbins

II. Communications

Discussion also focused on existing and planned communications networks. Fred Heery asked if there are any plans as part of the project or any separate projects to incorporate additional countywide communications infrastructure. Mr. Williams stated no, that the only communications that is part of the project is internal to the building. Mr. Williams briefly described some of the county's communication infrastructure and that it is primarily leased and suggested that Mr. Heery contact Mr. Ron Olds for further, more detailed discussions concerning the county's fiber communication backbone. Mr. Olds is in the process of increasing the capacity of the countywide ATM fiber loop.

Action: Fred Heery

These minutes should be considered a reasonably accurate record of statements made and conclusions reached. Any revision required or requested may be submitted to Fred Heery of TransCore Inc.

Prepared by,

Fred H. Heery, P.E.
Senior ITS Engineer
TransCore

cc: Attendees
Gina Harvey

Meeting Minutes

TS&MCC Meeting March 21, 2001, 9:00 a.m. Pinellas MPO Requirements Document

Committee chair Paul Bertels opened the meeting and introduced Dan Preslar. Mr. Preslar stated two goals for today's meeting:

- Resolve Concept of Operations;
- Discuss Institutional Issues, including schedule, funding, and staffing.

Concept of Operations

Mr. Preslar introduced Charlie Robbins to discuss revisions to the Concept of Operations based on the comments made by the MPO at their meeting on March 14. Two primary changes were made. First, a section called *Approved Conclusions* was added, placing this work effort in the context of decisions already made by the MPO. Second, the functional requirement diagrams were added to provide a visual aid to readers.

Mr. Bertels suggested a "Table of Definitions" be added at the beginning of the document.

Charles Settgast stated that there was unclear language in the *Approved Conclusion* section that was added. However, it was noted that this came directly from the MPO adopted policy.

Mr. Settgast also noted that there may be some confusion associated with field devices communicating directly with Secondary Control Centers (SCCs) when they should communicate directly with the Primary Control Center (PCC). The graphic will be revised accordingly. Discussion ensued regarding the roles of the PCC and SCCs and how they are perceived by MPO members.

Keith Crawford pointed out that the PCC may not be a reality, as funding through the "Penny for Pinellas" program is not yet certain.

Mr. Settgast suggested text to be added: "A coordinated central system supported, to the extent that is cost-effective, by existing infrastructure." This statement provides a clear statement of the need for the SCCs.

Schedule Review

Mr. Settgast noted that system software selection must be explained straightforwardly to the MPO.

Mr. Settgast asked if experts will be involved in design review. Mr. Crawford replied that the FDOT Project Manager (Bijan Behzadi) will bring in FHWA and other experts for this review.

Ken Jacobs noted that ATMS construction should begin in 3rd quarter 2003. Letting tasks should be added to the schedule. Mr. Jacobs also informed the committee that construction for the PCC project could begin in 2003-05 or later.

Gina Harvey stated that the Wide Area Network project is part of the “Head Transplant” project. Completion within one year is a reasonable assumption.

Sara Ward stated that a listing / identification of all interjurisdictional agreements (IJAs) is needed, including those between County and cities, County and PSTA, and County and its own agencies. Mr. Robbins replied that draft IJA will be provided, and that the team can identify other memoranda of understanding that may be needed.

Mr. Settgest recommended wording: “Appoint PCC Manager” (not hire).

Ms. Ward raised a question about the delineation between “primary” vs. “major” corridors. In addition, the identification of future corridors needs to be identified in a rigorous analysis. Mr. Robbins suggested that “multi-jurisdictional” would be a better description of corridors that would be operated from the PCC. Bill Wilshire noted that the Countywide ATMS Feasibility Study would not identify additional corridors.

Mr. Settgest questioned the ultimate capacity of the PCC. Mr. Bertels noted that the purpose of this study was to provide a broad overview of the desires and requirements of the system. One of those requirements is that the system must be expandable. How it is expandable is a design issue, one that is not a part of this study. Mr. Settgest suggested the following language: “The system will be designed to enable cost-effective addition of ITS corridors as future funding allows.”

Cost Distribution

After a short break, Mr. Robbins then initiated a discussion of who pays for what, suggesting that agencies fund based on the number of signals in the corridors operated by the PCC. This led to a series of comments:

- Glenn Weaver: Is this for operations and maintenance only? What if the agencies provide staff?
- John Stephenson: Doesn’t “Penny for Pinellas” cover capital cost?
- Paul Bertels: This is a share of building and computer costs.
- Sara Ward: The PCC would be on top of “Penny for Pinellas” funding because traffic operations has not been included in the initial cost estimate.
- Keith Crawford: There could be a different method for funding staffing vs. capital investment.
- Paul Bertels: Capital cost should be split evenly between County, Clearwater, and St. Petersburg. Others “pay to play.”
- St. Petersburg representative: What if St. Petersburg activity very low initially?
- Ken Jacobs: There must be a rationale for the evenly split cost.
- Keith Crawford: What if smaller cities choose to participate? Would their share be deducted from the County portion?
- Charles Settgest: Is identification of fund sharing premature at this point?

- Ken Jacobs: The County policy recognizes that the cost for operating the existing system in smaller cities is offset by the benefit of coordinated operations.

As a result of this discussion, the following conclusions were suggested:

- Benefits for participating in countywide ATMS must be emphasized, in spite of the fact that the decision to pursue this project has been made by the MPO and the three operating agencies.
- The management team should have equal votes between the three operating agencies.
- The operating costs should be allocated by number of signals operated by the PCC.

Shared Functions and Space Requirements

Mr. Robbins then discussed distribution of functions and space requirements. Several conclusions were reached following discussion:

- Archived data management should be a “PCC/All” function.
- PCC management responsibility should be shown.
- PCC vs. SCC functions should be clearly shown.
- Conference room at the County Communications Center could be used by the PCC.
- Six workstations will serve long term needs, and allow room for the three operating agencies, FDOT, and two guests.
- The PCC management team should not be the TS&MCC. Instead, it should be as originally proposed: Public Works directors or their designees.

Miscellaneous Items

The meeting concluded with the following information items:

- Presentation to MPO should take place at their May 9 meeting. Paper copies of the presentation should be provided, as the visibility of the monitors is not ideal for the representatives.
- Presentation should emphasize that our work is to flesh out the concept that was approved by the MPO at their October 14, 2000, meeting. Also, emphasize this is a long term process, not just a five-year project.
- Next meeting regarding the Requirements Document will be the next regularly scheduled TS&MCC meeting (April 25).