

EMERGENCY VEHICLE PRE-EMPTION LICENSE AGREEMENT

This Emergency Vehicle Pre-Emption (EVP) License Agreement is between BREVARD COUNTY, herein "Local Agency", and the State of Florida, Department of Transportation, herein "Department", sometimes collectively called "Parties".

WHEREAS, the Local Agency operates authorized emergency vehicles, and such authorized emergency vehicles may respond to emergencies; and

WHEREAS, the Parties recognize that any authorized emergency vehicle, when en route to respond to emergency situation, shall follow the Florida Uniform Traffic Control Law as set forth in Chapter 316, Florida Statutes, including the provisions of Chapter 316.126, Florida Statute as it relates to 316.126, Florida Statutes that allows en route emergency vehicles to proceed through a signalized intersection while requiring other vehicles to yield the right of way to the emergency vehicle; and

WHEREAS, the Parties see public safety benefit in assisting authorized emergency vehicles to get to incidents and aid people in need quickly; and

WHEREAS, the Parties recognize emergency vehicle preemption ("EVP") is a technology solution designed to assist adjusting traffic signals to give authorized emergency response vehicles a green light on their approach to a signalized intersection while providing a red light to conflicting approaches that can help reduce overall incident response time; and

WHEREAS, EVP systems have hardware and software based options; and

WHEREAS, the existing EVP systems in place between the Parties are hardware based systems which are expensive to maintain since the hardware based systems require devices on both the traffic signals and the authorized emergency vehicles; and

WHEREAS, advances in technology have made software solutions a desirable alternative

to provide better EVP with additional functionality and reduce maintenance cost burden for both Parties; and

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

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

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

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

WHEREAS, software-based EVP solutions require well maintained communication networks, accurate authorized emergency vehicle location data, and accurate traffic signal intersection meta data to function properly, and the success of EVP depends on the commitment of effective maintenance of the communications network and source data for the software by the Parties; and

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

WHEREAS, the Local Agency, by Resolution No._____, dated _____, 2025 and attached hereto as **Exhibit "B,"** has authorized its officers to execute this LICENSE AGREEMENT on its behalf.

NOW THEREFORE, in consideration of the mutual benefits accruing unto the Local Agency and the Department, the Parties agree as follows:

1. This LICENSE AGREEMENT is non-exclusive, and nothing herein shall be deemed to limit the ability of the DEPARTMENT or the Local Agency to provide the transportation data and/or services referenced herein to other parties.

2. These definitions apply to this LICENSE AGREEMENT:

2.1. *Emergency Vehicle Preemption (EVP)* is a technology solution designed to assist in adjusting traffic signals to give authorized emergency response vehicles a green light on their approach to a signalized intersection while providing a red light to conflicting approaches. EVP is a connected application that provides signal preemption to emergency vehicles, and that accommodates multiple emergency requests.

2.2. EVP with *additional functionality* includes future use case connected vehicle applications in the form of road-side alerts notifications for “emergency vehicles on scene” and “emergency vehicles approaching”. These applications are intended to help drivers to avoid collisions with nearby authorized emergency vehicles that may disturb free flow of traffic as part of their routine operations and provide additional clearance for roadside activities.

2.3. *Minimum Required fields for EVP in Signalized Intersection Inventory Application (SIIA)* include:

Latitude / Longitude of Center of Signalized Intersection

ATSPM ID

IP address

Community String

SNMP Port

Approach Lane Geometry

Signal heads with Phase per Lane

2.4. *Minimum Required authorized emergency vehicle data to provide EVP system* – includes IP address to cellular modem for each vehicle the Local Agency adds to the EVP system.

3. The Local Agency has an existing telecommunication connection to the DEPARTMENT.
4. The Parties will provide a good faith effort in maintaining the quality of service of the telecommunication connection that will allow the implementation of the EVP system.
5. The DEPARTMENT has created an application for EVP and additional functionality for use by the Parties. This requires real time data sharing of the Parties to effectively deliver EVP and additional functionality to the authorized emergency vehicles and the public.
6. The Parties agree to share data from their real time traffic data systems, EVP application, and automated vehicle location information for the mutual benefit of the authorized emergency vehicles to use EVP and additional functionality.
7. The Local Agency shall provide network access to the DEPARTMENT for the automated vehicle location data of authorized emergency vehicles.
8. The Parties agree that sharing real time data and information may be limited by individual agency policies or statutes or may be the subject of contractual non-disclosure, licenses, or confidentiality agreements.
9. The DEPARTMENT does not store automated vehicle location for authorized emergency vehicles. This data is used as a real time pass-through data feed to protect personally identifiable information. Storage of authorized emergency vehicle location data shall be the sole responsibility of the Local Agency in accordance with the Local Agency's records requirements.
10. The DEPARTMENT may provide real time relative positions information to the traveling public drivers if the responding authorized emergency vehicle lights are on and the authorized emergency vehicle is responding to an emergency.
11. The DEPARTMENT will provide a good faith effort in keeping EVP-related systems up to date and maintaining the quality of service of the EVP.
12. The DEPARTMENT shall provide Local Agency access to the EVP application for updating configurations.
13. The DEPARTMENT shall update and maintain configurations for the minimum required

EVP application fields for State Road intersections within the Local Agency regional area.

14. The Local Agency shall update and maintain configurations for the minimum required EVP application fields for signals not located on the State Highway System within their jurisdiction.
15. The Local Agency shall provide the DEPARTMENT minimum required authorized emergency vehicle information as defined in 2.4. for the DEPARTMENT to configure the EVP system. The Local Agency shall notify the DEPARTMENT of any changes to this data for a vehicle. The DEPARTMENT will update necessary configurations upon request within 2 working days.
16. The DEPARTMENT will provide the Local Agency with a point of contact for access to the EVP application for updating configurations in SIIA and for notifying the DEPARTMENT of changes to authorized emergency vehicle cellular modem IP address data within 2 days of execution of the LICENSE AGREEMENT.
17. The DEPARTMENT will notify the Local Agency of change in point of contact if needed by staffing changes within 2 days.
18. The Local Agency will drive through each approach of each and every intersection at which the EVP application has been installed, and the Local Agency shall confirm proper configuration before commissioning and using the EVP system.
19. The Local Agency shall update the configuration in SIIA as needed to ensure accurate configuration of the signalized intersections.
20. The DEPARTMENT will update necessary EVP application configurations upon request by the Local Agency within 2 working days.
21. The DEPARTMENT makes no warranties concerning the quality or accuracy of the data or use of EVP application provided under this LICENSE AGREEMENT. The DEPARTMENT does not warrant that it will be able to continuously provide EVP without interruption and expressly reserves the right to discontinue the system at any time.
22. The Local Agency agrees that it will not install or operate any equipment, hardware, or software that may interfere with the DEPARTMENT's communications equipment or

other DEPARTMENT electronic systems. In the event any such interference occurs; the Local Agency shall immediately remedy all problems caused by such interference. The Local Agency further authorizes the DEPARTMENT to disconnect or deactivate any equipment, hardware, or software causing such interference and waives any claim it might otherwise assert as a result of such disconnection or deactivation.

23. It is understood and agreed by the Parties that neither Party will have sole control of the overall system. Each Party has its own responsibility to ensure service is delivered. This LICENSE AGREEMENT is not a commitment of funds by either Party. Each Party shall bear its own costs in pursuing the purpose of this LICENSE AGREEMENT.
24. The risk of use of EVP, additional functionality, and SIIA by the Local Agency is the Local Agency's sole responsibility. The Parties recognize that the driver of an authorized emergency vehicle may exercise the privileges set forth in Section 316.072, Florida Statutes. Interruption and or discontinued access to the EVP system in no way prevents an authorized emergency vehicle from exercising the privileges set forth in Section 316.072, Florida Statutes.
25. The Local Agency shall not be charged any fees under this LICENSE AGREEMENT.
26. Either Party may terminate this LICENSE AGREEMENT at any time and without notice, with or without cause.
27. It is understood and agreed by the Parties that if any part, term, or provision of this LICENSE AGREEMENT is held by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the LICENSE AGREEMENT did not contain the particular part, term, or provision held to be invalid.
28. The term of this LICENSE AGREEMENT commences upon its execution by the last Party to approve and sign it.
29. Each Party agrees that it shall be solely responsible for the wrongful acts of its employees, officers, and authorized agents, to the extent provided under Florida Statutes. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity.

30. This writing embodies the entire LICENSE AGREEMENT and understanding between the Parties, and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein.
31. This LICENSE AGREEMENT may not be assigned or transferred by the DEPARTMENT or Local Agency, in whole or part.
32. This LICENSE AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the LICENSE AGREEMENT and Florida law, the laws of Florida shall prevail.

IN WITNESS WHEREOF, the Department and Local Agency have executed this Agreement, effective the date of the last signature hereto, as reflected below.

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

Rob Feltner, Chairman

By: _____

Name: Charles M. Heffinger, Jr., P.E.

Title: Director of Transportation Operations

Date: _____

As approved by the Board on:

Attest:

Attest:

Rachel M. Sadoff, Clerk

Executive Secretary

Legal Review:

Legal Review:



L. Rebecca Behl

