

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

750-010-24
TRAFFIC OPERATIONS
06/16
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CONTRACT NO. ARW39
FINANCIAL PROJECT NO. 413019-1-88-01
F.E.I.D. NO. F596000523018
AMENDMENT NO. 2

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, 2022, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and **BREVARD COUNTY**, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on **June 3, 2015**, originally entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement") that was subsequently superseded and replaced on **January 26, 2017**.

WHEREAS, the Parties have agreed to modify the Agreement, incorporated herein by this reference, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. All terms and conditions of the Agreement, and any amendments or modifications thereto, not inconsistent with this Amendment shall remain in full force and effect.
2. Exhibit D - Department's Sponsorship Acknowledgment Program has been added.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

BREVARD COUNTY, Florida
(Maintaining Agency)

By: See Attached Signature Page
(Authorized Signature)

Print/Type Name: _____

Title: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

Print/Type Name: John E. Tyler, P.E.

Title: Director of Operations

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT

Signature Page: Brevard County (Maintaining Agency)

By: _____

Kristine Zonka, Chair

As approved by the Board on July 12, 2022

Attest:

Rachel Sadoff, Clerk of the Court

Reviewed for legal form and content for Brevard County:

_____

Alex Essee, Deputy County Attorney

Exhibit D

Department's Sponsorship Acknowledgment Program

1.0 PURPOSE

This exhibit defines the method and limits for the sponsorship acknowledgment opportunities on the Department's traffic signal cabinets (Cabinets) in BREVARD COUNTY (Maintaining Agency). The Department hereby approves the Maintaining Agency to solicit, administer, and manage sponsorship acknowledgments on Cabinets that are subject to this agreement, pursuant to the Federal Highway Administration's (FHWA) guidance and Order 5160.1A, dated April 7, 2014. The Maintaining Agency shall contract for these responsibilities. The FHWA has approved the Department's proposal for sponsorship acknowledgment signs affixed to Cabinets on state and local roads. The Department's approval to the Maintaining Agency is contingent on its activities remaining compliant with the Department's sponsorship policy and the traffic signal Cabinet sponsorship acknowledgment display panel specifications listed below.

2.0 LOCATIONS

FDOT 10% of State Road Location:

The Maintaining Agency shall agree to place Department safety messages on 10% of the utilized locations on the Department's Cabinets. This may be coordinated by the Maintaining Agency's vendor, with documented approval from the Maintaining Agency.

The Maintaining Agency and vendor shall determine an initial 25% of available locations for its revenue use. The balance of available locations shall be submitted to the Department for review and selection to place the Department's safety message. The District Traffic Operations Engineer shall provide the Maintaining Agency the list of locations for the 10% safety message commitment. The Department's responsibility shall be limited to providing to the Maintaining Agency's vendor the artwork for the safety message in an electronic file format. The Maintaining Agency's vendor shall send documentation of installation to the Department (see Section 6.0).

3.0 RESERVATION OF RIGHTS

The Department reserves the right to terminate any sponsorship acknowledgment opportunity on the Department's Cabinets in its sole discretion. Upon notice by the Department, if the Maintaining Agency does not object, the Maintaining Agency will immediately remove any sponsorship acknowledgment on the Cabinet.

Upon written notice by the Department, the Maintaining Agency may choose to object to the removal. If the Maintaining Agency objects, the Department and the Maintaining Agency shall meet with the vendor to discuss any reasons for removal. The determination of removal is in the Department's sole discretion. After the meeting, if the Department concludes removal is needed

over the Maintaining Agency's objection, the Maintaining Agency shall remove any sponsorship acknowledgement on the Cabinet within 1 month of written notice.

In the event the Department finds the Maintaining Agency is not in compliance with the specifications and/or policies associated with this program, the Department shall present in writing to the Maintaining Agency its findings whereupon the Maintaining Agency shall have seven (7) days to make any corrective action necessary to be in compliance. Should the finding by the Department be considered a public safety emergency the Maintaining Agency shall respond immediately to correct the situation.

Content of Message:

The content of all sponsorship advertising shall comply with the rules, policies and procedures of Federal Highway Administration and the Department.

4.0 AUTHORITY AND APPLICABLE STANDARDS

Sponsorships shall comply with any controlling federal or state regulations or restrictions.

23 USC 109(d)

23 USC 111

23 USC 131

23 USC 156

23 USC 402

23 CFR 1.23(b)

23 CFR 655

23 CFR Part 750

49 CFR 1.48(b)

FHWA Order 5160.1A

Section 334.044, Florida Statutes

Section 339.08, Florida Statutes

Manual on Uniform Traffic Control Devices

Department Sponsorship Program Policy

5.0 Use of the Department's Traffic Signal Cabinets

The Maintaining Agency shall maintain the sponsorship acknowledgement in good working order. The Maintaining Agency's use of the Cabinets is limited to the installation of the sponsorship acknowledgement opportunity. This agreement shall terminate immediately if, in the Department's sole discretion any of the following occur as a result of this Agreement: safety concerns, conflict with the free and safe flow of traffic, or if the sponsorship acknowledgement is not in the best interest of the public. The Maintaining Agency shall communicate and coordinate with the Department regarding any potential conflict between sponsorship acknowledgement opportunity and the Department's use of the Cabinets.

All other rights in and to the Cabinets are retained by the Department. Any change in the use of the Cabinets must receive prior written approval from the Department's Assistant Secretary for Engineering and Operations. The Maintaining Agency shall not use the Cabinets in any manner that would unreasonably obstruct or interfere with any transportation facilities. The Maintaining Agency will not cause, will not allow those working through the Maintaining Agency to cause, and will take reasonable steps to prevent third parties from causing, any nuisance activity of any nature on the Cabinets. The Cabinets shall not be used for storage of flammable, explosive or hazardous materials. The Maintaining Agency will not use the Cabinets for any unlawful purpose. Removal or relocation of an external uninterrupted power supply (UPS) from a Cabinet is prohibited.

The Maintaining Agency may not relocate or adjust the orientation of an existing Cabinet without the Department's approval. The location of a new Cabinet shall also be approved by the Department. For projects that propose to replace an existing Cabinet with existing sponsorship acknowledgement, the contractor shall notify the Maintaining Agency and the Maintaining Agency shall remove the sponsorship panels. The notification timeframe shall be determined during the project's pre-construction meeting. After Cabinet replacement, the Maintaining Agency shall be responsible for re-installation of the sponsorship panels. The re-installation may be after final acceptance of the project, or a timeframe that has been agreed to by the Maintaining Agency, Department, and contractor.

The Maintaining Agency acknowledges and agrees that its right to use the Cabinets during the Term of this Agreement will be subject to: (i) the Department's access rights, and (ii) the right and authority of any police, fire, and emergency services and any other security or emergency personnel, including the armed forces, and any governmental authority with jurisdiction over the Cabinets to access as necessary for fire and rescue services, emergency management and homeland security purposes, including the prevention of, or response to, a public safety emergency.

The Maintaining Agency may use the Cabinets only for sponsorship opportunities in a manner consistent with the terms set forth herein and shall be performed and arranged in a manner which will not unreasonably interfere with the Department's use with respect to the convenient, safe, and continuous use, or the maintenance and improvement, of the public right-of-way or other safety related measures. Any disrepair or damages to the sponsorship acknowledgement shall be immediately repaired. Upon expiration or termination of this agreement to provide sponsorship acknowledgements on Cabinets, the Maintaining Agency shall immediately remove all sponsorship acknowledgements, or the Department shall remove them.

Specifications for Traffic Signal Cabinet Sponsorship Acknowledgement Display Panels

General: Display panels used for placing sponsorship acknowledgements on Cabinets must meet the following requirements.

Display Panel:

Display panels must not interfere with access to, or operation of the Cabinet. This includes the Cabinet door opening, ventilation vents, antennas, generator panel, internal Cabinet temperature, etc. No modification to the Cabinet will be allowed other than for power entry.

The panel attachment to the Cabinet shall be considered non-evasive meaning it shall not be attached to the Cabinet by use of glue or similar adhesive nor by drilled fasteners or similar machinery. Likewise, the display panel or the sponsorship acknowledgement shall not be painted onto the Cabinet.

All corners, sides, etc. of the display panel must be deburred and contain no sharp edges. Any interlocking display panel fastening hardware such as bolts, screws, nuts, washers, latches, and studs must be SAE Type 316 or 304 stainless steel. Panels must be located a minimum of 1 inch from all Cabinet walls and cannot cover vents. The display panels must be designed and independently tested by an approved Department test facility to meet 150 mile per hour winds in order to remain in place during hurricanes or other high-wind events. The display panels shall be weather resistant.

Electrical:

Power used to illuminate the display panel is allowed to be taken from the Cabinet. A single hole of not more than one inch from the top of the Cabinet will be allowed. The hole shall be weather sealed upon completion. The display panels' entrance cable connector must be weather resistant and UL Listed and shall plug into a power strip outlet provided by the Maintaining Agency. The power strip outlet shall be UL listed and include six (6) outlets with surge protection. The power strip outlet shall plug into one of the Cabinet's power panel's existing 120AC duplex outlets.

The display panel's lighting electrical draw shall not exceed one (1) AMP.

Display panel must include integrated dimming functionality which may include a photocell.

Power supplies and ballasts used must be UL Listed and FCC approved.

Display Properties:

The display panel may be unlighted, edge, or back lit. If illuminated, the display panel must use steady-burn illumination and must not exceed 600 lux. Flashing, moving, pulsing, color changing, or flickering displays will not be allowed. Display panel material must be non-retroreflective.

Other:

The enclosed space between the top of the Cabinet and the top of the display panel shall be available for the Department's use.

6.0 REPORTING

The Maintaining Agency and its vendor shall provide the Department quarterly written reports identifying the locations intended to be utilized for the program. The Maintaining Agency shall give the Department a full report of all locations every six (6) months. The data provided in the report shall be in a digital/electronic format that can be integrated with the department's existing inventory tracking systems.

7.0 REVENUE COMPLIANCE

The Maintaining Agency agrees to comply with rules of the Federal Highway Administration regarding revenue received from locations on Federal roadways.

Responsibility for Sponsorship Funds Use - Transportation Purposes:

The Maintaining Agency is responsible for collecting, directing, and utilizing the sponsorship funds for transportation purposes and in compliance with all applicable state and federal rules and regulations. The Maintaining Agency is responsible for creating and maintaining an appropriate records system with the capability of tracking sponsorship dollars for auditing purposes.

Any failure by the Maintaining Agency to appropriately direct and utilize sponsorship funds for transportation purposes shall result in the requirement to pay to the Department, on a dollar-for-dollar basis, any funds withheld by Federal Highway Administration as a result of the non-compliance.

Failure to pay or reimburse the Department within 120 days for the failure to utilize sponsorship funds for transportation purposes shall result in cancellation of the sponsorship agreement. The Maintaining Agency may not renew or accept new sponsorship activities without prior permission from the Department, in its sole discretion, after cancellation of the sponsorship agreement.

Resolution No. 2022-

A Resolution Authorizing the Execution of Amendment to the Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation

WHEREAS, the State of Florida Department of Transportation and Brevard County desire to amend the Traffic Signal Maintenance and Compensation Agreement and,

WHEREAS, the State of Florida Department of Transportation has requested Brevard County to execute and deliver to the State of Florida Department of Transportation the Amendment to the Traffic Signal Maintenance and Compensation Agreement, FPN 413019-1-88-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, that Kristine Zonka, Chair, of the Board of County Commissioners, is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Amendment to the Traffic Signal Maintenance and Compensation Agreement, FPN 413019-1-88-01.

DONE AND RESOLVED in regular session this 12th day of July, 2022.

ATTEST:

BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk of the Court

Kristine Zonka, Chair

As approved by the Board on July 12, 2022