

ON-BOARD UNIT EQUIPMENT LICENSE AGREEMENT

This On-Board Unit Equipment License Agreement is between SEMINOLE COUNTY, herein "Local Agency", and the State of Florida, Department of Transportation, herein "Department", sometimes collectively called "Parties", in support of the project known as the First Responder Project.

WHEREAS, the Department is seeking to improve safety, improve reliability, reduce congestion, and increase mobility on the roads throughout Central Florida.

WHEREAS, the project titled the First Responder Project, will deploy connected vehicle smart technologies within various state highway systems rights of way within Seminole County.

WHEREAS, a component of the First Responder project effort is an investigational connected vehicle device known as an On-Board Unit (herein "OBU"), which is designed to alert a driver to specific developing traffic hazards and to advance a vehicle through traffic signals when conditions permit.

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

1. The Department has certain On-Board Unit ("OBU") equipment available for use and installation and the Local Agency has vehicles that travel along the roads nearby where smart technologies are deployed.
2. These definitions apply to this License Agreement:
 - 2.1. *Investigational* means that the device is being tested for its ability to improve safety, mobility and environmental effects by the United States Department of Transportation for public use.
 - 2.2. *Signal Phase and Timing (SPaT)* is a message that defines the actions of a traffic signal.
 - 2.3. *Emergency Vehicle Preemption (EVP)* is an application that provides signal preemption to emergency vehicles, and accommodates multiple emergency requests.
 - 2.4. *Traveler Information Message (TIM)* is an application that is used to convey important traffic information and provide situational awareness warnings.
 - 2.5. *Roadside Alerts (RSA)* is an application that helps drivers to avoid collisions with nearby non-standard vehicles such as school buses and others that may disturb the free flow of traffic as part of their routine operations and provides additional clearance for roadside activities.

- 2.6. *Pedestrian in Signalized Crosswalk* is an application that warns the driver when a pedestrian is crossing the street.

3. Program Objectives:

- 3.1. The OBU equipment will operate within the area on various state highway systems rights of way within Seminole County. Exhibit 'A' is a map of locations that indicates where smart technology equipment has been deployed.
- 3.2. The Department will collect data from the OBU Unit device to evaluate the use of the OBU product as part of the First Responder project.
- 3.3. The Department will collect the data to evaluate the performance of the connected vehicle technology. Department will not evaluate the operator of the Local Agency vehicle. The Local Agency hereby provides permission for the Department to collect data from all Local Agency vehicles included in the deployment research for the Program.
- 3.4. This is not an autonomous-vehicle test, where the vehicle drives itself. It is a connected vehicle test where the vehicle operator is still in full control. The equipment will be under evaluation and testing to ascertain and to evaluate the OBU product's capabilities. The Local Agency driver is legally responsible to operate the vehicle safely and responsibly. The Department is not responsible for liability or damages of the Local Agency or the operator of the vehicle. The Department assumes no risk pursuant to this License Agreement.
- 3.5. The OBU equipment to be installed pursuant to this License Agreement is intended to include but is not limited to the following safety alerts over the three phases of the project:
- Signal Phase and Timing (SPaT)
 - Emergency Vehicle Pre-emption (EVP)
 - Traveler Information Messages (TIM)
 - Roadside Alerts (RSA)
 - Pedestrian in Signalized Crosswalk
- 3.6. From time to time, an application of the OBU may be disabled for system maintenance as necessary at times. A message will be sent to the Local Agency's point of contact when system maintenance begins and when it ends, during which time the application will not function. Alerts will not be sent from the OBU product when system maintenance is underway.

4. Department Responsibilities include:

- 4.1. The Department has procured a Vendor to furnish, install, integrate, and maintain OBU's on vehicles owned and operated by the Department and on vehicles owned and operated by the Local Agency.
- 4.2. Department will manage the Vendor's performance.
- 4.3. The Department's Vendor will coordinate with the Local Agency to schedule the installation, modification, maintenance, or removal of hardware by the Department Vendor.
- 4.4. The Department licenses the Local Agency's use of the OBU in the Local Agency vehicle for not longer than a 2-year duration from the date of installation in the Local Agency vehicle. At the termination of the project, the Department's Vendor will schedule removal of the hardware.
- 4.5. The Department shall work in good faith with the Local Agency to maintain the OBU Product device for the duration of the project. The Department shall monitor the device for operability, ensure top-off of certificates associated with the device, and respond to maintenance requests by the agency in a timely manner.

5. Local Agency Responsibilities include:

- 5.1. The Local Agency is solely responsible for all insurance coverage for the Local Agency vehicle and Local Agency operator. The Department is not responsible for liability or damages a Local Agency may incur in the event of a motor vehicle crash or for any other situation that may give rise to a claim for damages against the Local Agency and Local Agency's vehicle operator. The Department does not assume any liability or risk arising out of or associated with this License Agreement, the installation of the OBU Product, or Vendor's installation, operation, maintenance, removal or any other actions of Vendor that may lead to a claim of damage or liability.
- 5.2. The Local Agency will report OBU device error or malfunction in a timely manner to allow the Department to investigate the error or malfunction and to repair or replace the OBU device.
- 5.3. The Local Agency shall immediately notify the Department of any damage to an OBU resulting from a vehicle crash. Local Agency is not responsible for any damage to the OBU resulting from a vehicle crash.

- 5.4. The Local Agency shall immediately notify Department in the event of a crash, the Local Agency is not responsible for any damage to the device that is installed into the Local Agency vehicle. The Local Agency is responsible to notify the Department of any damage to the device. If the device becomes damaged, dislodged, or loosens from its installed position, please contact the Department so the device may be secured.
- 5.5. The Local Agency shall notify the Department if a vehicle has an existing crash warning system or is not a 1996 model year or newer since an On-Board Diagnostics II, or OBD II, port must be available for OBU installation.
- 5.6. The Local Agency shall manage the turnover in the agency fleet and coordinate with the Department to ensure vehicles that will be replaced within the next 2 years are not equipped.
- 5.7. As the OBU will work only on equipped intersections, the agencies will also work with the Department to equip vehicles that are going to be active within the key corridors on a more frequent basis than other non-equipped vehicles in the agency fleet.
- 5.8. The Local Agency shall keep the OBU on an active fleet vehicle. If an active fleet vehicle is to become inactive, the Local Agency shall notify the Department so that the OBU can be removed. The Department recognizes that despite a good faith effort on the part of the Local Agency, unexpected events occur that can cause the removal of a vehicle from service, including but not limited to breakdowns, crashes, and other incidents.
- 5.9. If a vehicle is likely to be out of service or used in a different service area for a prolonged period of time (more than 1 month), including replacement of a vehicle, the Local Agency shall report this to the Department and make arrangement for the removal of the OBU, which is expected to be scheduled no sooner than three weeks from notice to the Department.
- 5.10. The Local Agency shall oversee and sign-off on the Vendor installation on the agency's vehicle. The sign-off recognizes that the installation and integration is complete and neither Department nor Vendor has caused damage to the Local Agency's vehicle.
- 5.11. The equipment is designed to perform all alerts and warnings without driver adjustments or modifications. The Local Agency shall not tamper with the equipment.
- 5.12. The Local Agency shall make vehicles available for installation, repair, or removal in a good faith manner during prescheduled hours with the Department. The Department recognizes that some fleets, including first responders, have unpredictable hours and despite attempts to make the vehicles available, the need for service may arise.

5.13. The Department shall seek user (motor vehicle operators) input on the devices, icons, and general interaction with the device. The Local Agency shall work with the Department to gather and to provide information about the system.

6. Vehicle Identification:

6.1 Department and Local Agency shall develop a complete and accurate listing of Local Vehicles that will have the OBU device installed on it. This list will be kept up to date and current. The list will be updated by Department and Local Agency as vehicles are added, removed, or substituted by Local Agency. The list can be modified and updated without having to amend or modify this Agreement.

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

By: _____
Name: Jay Zembower
Title: Chairman
Date: _____

By: _____
Name: Charles M. Heffinger, Jr., P.E.
Title: Director of Transportation Operations
Date: _____

As approved by the Board on: _____

Attest:

Grant Maloy
Clerk to the Board of County Commissioners
Of Seminole County, Florida.

Attest:

Executive Secretary

Legal Review:

Legal Review:
