

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

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CONTRACT NO. ARX93
FINANCIAL PROJECT NO. 413658-1-88-01
F.E.I.D. NO. F596072227015
AMENDMENT NO. 8

THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Amendment"), is entered into this 30th day of June, 2023 between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and the City of North Port, Florida ("Maintaining Agency").

RECITALS:

WHEREAS, the Department and the Maintaining Agency on July 16, 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement"); and

WHEREAS, the Parties have agreed to modify the Agreement 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. Agreement paragraphs 1, 3, 6, 12, 31, and 35 are amended, superseded, and replaced in their entirety with the new paragraphs 1, 3, 6, 12, 31, and 35 attached hereto to this Amendment.
2. Agreement exhibits A, B, and C are amended, superseded, and replaced in their entirety with new Exhibits A, B, and C attached hereto to this Amendment.
3. Except as modified in this Amendment, all terms and conditions of the Agreement and any amendments or modifications thereto remain in full force and effect.

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

CITY OF NORTH PORT, Florida
(Maintaining Agency)

By: Barbara Langdon
(Authorized Signature)

Print/Type Name: Barbara Langdon

Title: Mayor

Approved as to form and correctness:

Attorney: [Signature] Date: 6/23/23

ATTEST:
[Signature]
HEATHER FAUST, MMC
CITY CLERK

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Steven Davis
E47E08E1A154459
(Authorized Signature)

Print/Type Name: Mark Mathes, P.E.

Title: Interim District Traffic Operations Engineer

Legal Review: [Signature] DS DC
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1. The Maintaining Agency shall be responsible for the "Project," defined as the maintenance and continuous operation of the following, located on the State Highway System:
 - a. Traffic signals ("TS"),
 - b. Interconnected and monitored traffic signals ("IMTS") - defined as signals that are interconnected with telecommunications and are monitored at a central location,
 - c. Traffic signal systems - defined as central computer; traffic monitoring cameras ("TrMC"; must fulfill District purpose and need and be accessible from Department's Video Aggregation System); arterial dynamic message signs ("ADMS"); communications devices; interconnect / network; vehicle, bicycle & pedestrian detection devices (including passive pedestrian detection ("PPD") and accessible pedestrian detection); traffic signal hardware and software; preemption devices; probe data detection system ("PDDS"); and uninterruptible power supplies ("UPS"),
 - d. Control devices - defined as intersection control beacons ("ICB"), traffic warning beacons ("TWB"; including LED highlighted signs), illuminated street name signs ("ISNS"), and pedestrian flashing beacons ("PFB"; i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons),
 - e. Emergency/fire department signals ("FDS"),
 - f. Speed activated warning displays ("SAWD"; including curve warning feedback signs),
 - g. Blank out signs ("BOS"; including Lane Control Signs),
 - h. Pedestrian hybrid beacons ("PHB"),
 - i. Connected Automated Vehicle Devices ("CAVD"; i.e., roadside units and roadside equipment), and
 - j. In-roadway warning lights ("IRWL") system (specific to mid-block crossing and unsignalized intersection applications, as defined in the FDOT Traffic Engineering Manual)

All traffic signals and control devices mentioned in the above paragraph 1.a-j are referred to in this Agreement as "Traffic Signals and Devices". The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operations of such Traffic Signals and Devices upon final acceptance by the Department of the installation of each signal or device.

3. If Traffic Signals and Devices are damaged and the Maintaining Agency or its contractors did not cause the damage, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement and associated contract documentation of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing the emergency and/or permanent repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties or Force Majeure event. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency or its contractors causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency. Governor declared emergencies (i.e., hurricanes) are handled outside the framework of this Agreement through a combination of Federal and State Emergency Management mechanisms. An emergency contract may be used after a Governor's declaration of emergency has been signed to cover for reimbursement for storm recovery efforts.

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6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible. These events shall be documented with detailed damage inspection report forms completed and submitted to the Department within twelve (12) weeks of the end of the Force Majeure event.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates its Mayor as its authorized representative(s), who is delegated the authority to execute all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency and are operated and maintained by the Maintaining Agency. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance. The Maintaining Agency and the Department shall amend Exhibit A preceding the Department's new fiscal year, which will include all new Traffic Signals and Devices added to the State Highway System during the Department's current fiscal year and delete those removed during the same period. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the current year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's current fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to July 15 of each year detailing the following:

- a. All detection device malfunctions: Detection devices include, without limitation, all vehicle presence detectors and all pedestrian/bicycle detectors. Traffic devices supported by detection devices ("TDSDD") include, without limitation, traffic signals, PHBs, and warning devices. Repairs to all vehicle presence detectors shall be made within ninety (90) days with a goal of thirty (30) days if feasible. Repairs to all pedestrian/bicycle detectors shall be made within seventy-two (72) hours of discovery. If repair to vehicle presence detection device is expected to progress beyond thirty (30) days, by the 31st day, the Maintaining Agency shall have a plan available to reestablish detection prior to day 90. The Maintaining Agency shall ensure that 90% of all TDSDD on the State Highway System are operating without detection failures. Discovery and repair dates for each malfunctioning detection device shall be logged in the annual report. If the repairs cannot be performed within the stipulated time, the Maintaining Agency shall document the reason(s) why in the annual report. If more than 10% of the TDSDD are experiencing detection failure(s) by the end of the stipulated time, unless a longer period is approved by the Department due to extraordinary circumstances, each of these TDSDD may only be compensated at 90% of the unit compensation rate stated in Exhibit B for each day (i.e., the annual unit compensation rate is reduced by 1/3650 daily) that more than 10% of the TDSDD are experiencing detection failure(s).
- b. Traffic signal and pedestrian hybrid beacon ("PHB") preventive maintenance inspections: Traffic signals and PHBs shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals and PHBs annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal or PHB is cycling properly, the ventilation system is functioning, and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals and PHBs annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any actions taken. If 50% of the traffic signals and PHBs do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations until the preventive

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maintenance inspection is made. If the requirements of this paragraph 31.b are not performed within the state's next fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations will be forfeited.

- c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department. The Maintaining Agency shall be responsible for maintaining current licenses and support agreements for all computer applications necessary for IMTS including, but not limited to, central computer systems, TrMC applications, detection software, and data collection programs, unless other arrangements are made between the Department and the Maintaining Agency for specific applications or systems.
35. At no additional cost to the Department, the Maintaining Agency shall provide the Department with, at minimum, read-only access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.

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EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2024																Maintaining Agency:			City of North Port		
Effective Date: 7/1/2023 To: 6/30/2024																FPID: 413658-1-88-01			Contract: ARX93		
Intersection Locations	ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total		
SR 45/US 41	SALFORD BLVD	851	\$ 5,558					\$ 391				\$ 123					\$ 688		\$ 6,760		
SR 45/US 41	HOME DEPOT ENTR	852	\$ 5,558					\$ 391				\$ 123					\$ 688		\$ 6,760		
SR 45/US 41	SUMTER BLVD	853	\$ 5,558					\$ 391				\$ 123					\$ 688		\$ 6,760		
SR 45/US 41	TUSCOLA BLVD	1050	\$ 5,558					\$ 391				\$ 123					\$ 688		\$ 6,760		
SR 45/US 41	NORTH PORT BLVD	854	\$ 5,558									\$ 123					\$ 688		\$ 6,369		
SR 45/US 41	S PAN AMERICAN BLVD	855	\$ 5,558									\$ 123					\$ 688		\$ 6,369		
SR 45/US 41	BISCAYNE DR	856	\$ 5,558					\$ 391				\$ 123					\$ 688		\$ 6,760		
SR 45/US 41	WEST VILLAGES PKWY	1046	\$ 5,558					\$ 391				\$ 123					\$ 688		\$ 6,760		
SR 45/US 41	GALLERIA BLVD/CORRADINO RD	1531	\$ 5,558					\$ 391				\$ 123					\$ 688		\$ 6,760		
SR 45/US 41	PRETO BLVD	1590	\$ 5,558					\$ 391	\$ 419			\$ 123					\$ 688		\$ 7,179		
																			Total Lump Sum *	\$	67,237

* Amount paid shall be the Total Lump Sum *minus any retainage or forfeiture*.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$ 67,237

Maintaining Agency Barbara Langdon, Mayor Date _____

DocuSigned by: Steven Davis 06/30/2023 | 8:42 AM EDT
 Interim District Traffic Operations Engineer Date _____

- Legend:
- TS - Traffic Signal
 - IMTS - Traffic Signal Interconnected & Monitored
 - ICB - Intersection Control Beacon
 - PFB - Pedestrian Flashing Beacon
 - FDS - Emergency Fire Department Signal
 - SAWD - Speed Activated Warning Display

- ISNS - Illuminated Street Name Sign
- BOS - Blank Out Sign
- TWB - Traffic Warning Beacon
- PDDS - Probe Data Detection System (formerly Travel Time Detector (TTD))
- UPS - Uninterruptible Power Supply
- CAVD - Connected Automated Vehicle Device

- PHB - Pedestrian Hybrid Beacon
- ADMS - Arterial Dynamic Message Sign
- PPD - Passive Pedestrian Detection
- TrMC - Traffic Monitoring Camera
- IRWL - In-Roadway Warning Lights
- Total - Compensation Amount (using Unit Rates from Exhibit B)

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**EXHIBIT B
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all the individual Traffic Signal and Device unit amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). Systems shall be paid at a unit rate per controller regardless of the number of individual devices or poles.

Connected and Automated Vehicles Devices (CAVD): includes roadside units and roadside equipment.

Unit Compensation Rates per Unit on the State Highway System																	
FY	Traffic Signals (TS) Intersection	Traffic Signal - Interconnected & monitored (IMTS) Intersection	Intersection Control Beacon (ICB) Intersection	Pedestrian Flashing Beacon (PFB) System	Emergency Fire Dept. Signal (FDS) System	Speed Activated Warning Display (SAWD) System	Illuminated Street Name Signs (ISNS) Intersection	Blank Out Sign (BOS) Device	Traffic Warning Beacon (TWB) System	Probe Data Detection System (PDDS) Device	Uninterruptible Power Supply (UPS) Device	Connected Automated Vehicle Devices (CAVD) Device	Pedestrian Hybrid Beacon (PHB) System	Arterial Dynamic Message Sign (ADMS) Device	Passive Pedestrian Detection (PPD) System	Traffic Monitoring Camera (TrMC) Device	In-Roadway Warning Lights (IRWL) System
2021-22	\$ 3,573	\$ 5,134	\$ 896	\$ 717	\$ 1,252	\$ 360		\$ 360	\$ 360	\$ 115	\$ 115	\$ 514					
22-23	\$3,670	\$5,273	\$921	\$737	\$1,286	\$370		\$370	\$370	\$119	\$119	\$527					
23-24	\$ 3,910	\$ 5,558	\$ 947	\$ 758	\$ 1,323	\$ 381	\$ 391	\$ 419	\$ 381	\$ 123	\$ 123	\$542	\$ 2,645	\$ 2,027	\$ 1,644	\$ 688	\$ 658
2024-25	Based on the Consumer Price Index (CPI), the compensation amounts will be revised.																
2025-26	Based on the CPI, the compensation amounts will be revised.																

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Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 **COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES**

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 **PAYMENT PROCESSING**

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the District Traffic Operations Engineer, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to 5:00 p.m. on July 15th of each year. For example, the Maintaining Agency shall submit its invoice for the fiscal year beginning July 1, 2022 through June 30, 2023 no later than July 15, 2023.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices within 60 days of the work completed date for which the Maintaining Agency is invoicing



City of North Port

RESOLUTION NO. 2016-R-10

A RESOLUTION OF THE CITY OF NORTH PORT, FLORIDA; IN ITS CAPACITY OF THE GOVERNING BODY OF THE NORTH PORT ROAD AND DRAINAGE DISTRICT; AUTHORIZING THE CITY TO ENTER INTO TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ON BEHALF OF THE NORTH PORT ROAD AND DRAINAGE DISTRICT; PROVIDES FOR SEVERABILITY; PROVIDES FOR CONFLICTS; AND PROVIDES FOR AN EFFECTIVE DATE.

WHEREAS, negotiations between the State of Florida Department of Transportation and the City of North Port, resulted in an Intergovernmental Agreement which provides for the maintenance and operation of all traffic signals on the State Highway System (U.S. 41) within the City of North Port; and

WHEREAS, the City Commission hereby declares its intent and purpose in entering into such an Agreement, to provide the maintenance and operation services of all traffic signals on the State Highway System (U.S. 41) within the City of North Port thus providing for orderly and safe vehicular traffic movement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, TO WIT:

SECTION 1 - AUTHORIZING THE CITY TO ENTER INTO TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH FDOT ON BEHALF OF THE NORTH PORT ROAD AND DRAINAGE DISTRICT:

- 1.01 The City Commission in its capacity as the governing body of the North Port Road and Drainage District hereby authorizes the City to enter into Traffic Signal Maintenance and Compensation Agreement with FDOT on behalf of the North Port Road and Drainage District allowing the City to provide maintenance and operation services for all traffic signals on U.S. 41, accepting a lump sum payment of \$32,000.00 annually for Fiscal Year 2016-2017 attached hereto and incorporated herein as Attachment "A".

RESOLUTION NO. 2016-R-10

SECTION 2 - SEVERABILITY:

- 2.01 If any section, subsection, sentence, clause, phrase or portion of this Resolution is for reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 3 - CONFLICTS:

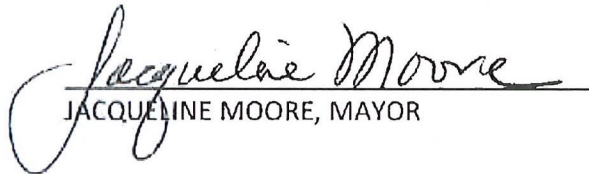
- 3.01 If there is any conflict between the provisions of this Resolution or any other resolution or portions thereof, the provisions of this Resolution shall prevail to the extent of such conflict.

SECTION 4 - EFFECTIVE DATE:

- 4.01 This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED in public session this 24th day of May, 2016.

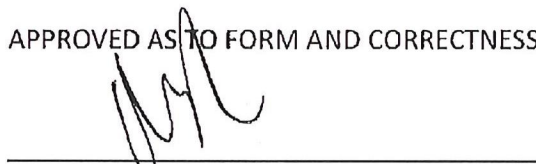
CITY OF NORTH PORT, FLORIDA
AS THE GOVERNING BODY OF
THE ROAD AND DRAINAGE DISTRICT


JACQUELINE MOORE, MAYOR

ATTEST:


HELEN M. RAIMBEAU, MMC CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:


MARK MORARTY, CITY ATTORNEY



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

Date: June 27, 2023
To: John Kubler, P.E., Interim District Secretary
From: Mark Mathes, P.E., District Traffic Operations Engineer
Copies: Keith Slater, Steven Davis, Walter Breuggeman, Anna Dunn
Subject: Delegation of Authority

Effective May 9, 2023, I will be serving as the Interim Director of Transportation Operations while Keith Slater, P.E., Director of Transportation Operations is on assignment with Central Office. During this period, Steven Davis, P.E., TSM&O Program Engineer will serve as the Interim District Traffic Operations Engineer.

Therefore, I delegate Steven Davis, P.E., Interim District Traffic Operations Engineer, to act on behalf of the District Traffic Operations Engineer and sign all documents. Signature should be made "in your name for the Interim District Traffic Operations Engineer".

This delegation will remain in effect from May 9, 2023 through July 31, 2023.

DocuSigned by:
Mark Mathes
A3415909DBE546A...

Mark Mathes, P.E.
District Traffic Operations Engineer