



Interoffice Memorandum

May 13, 2015 **SEE MINUTES**
FOR MOTION
JUN 02 2015 *CS/B*

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department 

CONTACT PERSON: Robin L. Hammel, P.E., Manager
Public Works Engineering Division

PHONE NUMBER: (407) 836-7908

SUBJ: Department Funded Agreement between the State of Florida Department of Transportation and Orange County FM# 415468-1-58-01 for the lighting of SR 424 from Dowd Avenue to Edgewater Drive; SR 423 (Lee Road) from Adanson Street to Edgewater Drive; and SR 426 (Fairbanks Avenue) from Edgewater Drive to Overspin Avenue in Orange County

The State of Florida Department of Transportation (FDOT) is engaged in a project for the illumination of SR 424 from Dowd Avenue to Edgewater Drive; SR 423 (Lee Road) from Adanson Street to SR 424 (Edgewater Drive), and SR 426 (Fairbanks Avenue) from Edgewater Drive to Overspin Avenue; and desires to enter into an agreement with Orange County (County) for the installation of the highway illumination system.

By this agreement, the FDOT would reimburse the County \$182,000 for providing a lighting system on SR 424, SR 423 and SR 426.

The County Attorney's Office, the Risk Management Division and the Public Works Engineering Division have reviewed this agreement. County staff objected to the inclusion of Paragraph 5 and Paragraph 6.G without Orange County having the same rights to act under default and/or termination of the agreement; but in light of public policy and safety concerns, it has agreed to include this provision in the agreement. Legal representatives for the FDOT and the County have agreed to meet and negotiate regarding this provision in upcoming projects in anticipation of similar future agreements.

Action Requested: Approval of Department Funded Agreement between the State of Florida Department of Transportation and Orange County FM# 415468-1-58-01 for the lighting of SR 424 from Dowd Avenue to Edgewater Drive; SR 423 (Lee Road) from Adanson Street to SR 424 (Edgewater Drive); and SR 426 (Fairbanks Avenue) from Edgewater Drive to Overspin Avenue in Orange County. Districts 2 and 5.

Attachment

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 02 2015 CS/BS

Financial Management No.: 415468-1-58-01 Agency: Orange County Contract No: ARW92	Fund: DDR Function: 215 Contract Amount: \$182,000.00	FLAIR Approp: 088796 FLAIR Obj.: 55054010508 Org. Code: 563000 AJ Vendor No.: F596000773 011
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DEPARTMENT FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ORANGE COUNTY

This Agreement, made and entered into this 19th day of June, 2015, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and **ORANGE COUNTY**, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. 2015-M-16 dated the 2nd day of June, 2015, a copy of which is attached hereto as Exhibit "D" and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Construction of Highway Lighting on State Road 424 from Dowd Avenue to Edgewater Drive; State Road 423 (Lee Road) from Adanson Street to State Road 424 (Edgewater Drive); and State Road 426 (Fairbanks Avenue) from Edgewater Drive to Overspin Avenue", in Fiscal Year 2014/2015, said Project being known as FM #415468-1-58-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing, and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project; and.

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. **TERM**

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project within 24 months from the date of the execution of this agreement. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement, which grant of extension will not be unreasonably withheld. Expiration of this Agreement will be considered termination of the Project.

2. **SERVICES AND PERFORMANCES**

A. The LOCAL GOVERNMENT shall furnish the services with which to construct the Project. The Project consists of: Installation of Lights on Existing Poles, where possible, and Installation of Additional Poles with Light Fixtures, where needed, on State Road 424 from Dowd Avenue to Edgewater Drive; State Road 423 (Lee Road) from Adanson Street to State Road 424 (Edgewater Drive); and State Road 426 (Fairbanks Avenue) from Edgewater Drive to Overspin Avenue, and otherwise the LOCAL GOVERNMENT shall perform all other necessary work to complete the Project, as specified in Exhibit "A" Scope of Services, attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. The LOCAL GOVERNMENT agrees to undertake the construction of the Project in accordance with the terms and conditions of a Utility permit that the LOCAL GOVERNMENT's electric utility company contractor will secure from the DEPARTMENT to allow the LOCAL GOVERNMENT's contractor to enter onto the DEPARTMENT's right of way to perform the work required by the Project.

C. The LOCAL GOVERNMENT shall hire an electric utility company using the LOCAL GOVERNMENT'S normal procurement procedures to perform the construction work for the Project.

D. The LOCAL GOVERNMENT's electric utility contractor shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

E. The LOCAL GOVERNMENT's electric utility contractor shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the terms and conditions of the Utility permit issued by the DEPARTMENT.

F. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

G. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be reasonably entitled at all times to be advised, at its request, as to the status of work being done by the LOCAL GOVERNMENT's contractor and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. Coordination shall be maintained by the LOCAL GOVERNMENT with representatives of the DEPARTMENT.

H. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT (or its contractor) shall notify the DEPARTMENT in writing of the completion and the LOCAL GOVERNMENT and its contractor shall comply with all terms and conditions of Utility permit associated with closing out the permit.

I. Upon completion of the Project, the LOCAL GOVERNMENT shall be responsible for the maintenance of the Highway Lighting constructed under this agreement in accordance with the terms of that certain "State Highway Lighting Maintenance and Compensation Agreement" previously signed by the parties hereto, with an effective date of March 3, 2003.

3. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **\$182,000.00 (One Hundred Eighty Two Thousand Dollars and No/100)**. This amount is based on the Method of Compensation, Exhibit "B", attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to pay the LOCAL GOVERNMENT an amount not to exceed **\$182,000.00 (One Hundred Eighty Two Thousand Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead.

The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT's participation.

i) The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 415468-1-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit A – Scope of Services.

ii) Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Scope of Services. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to payment.

iii) Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" – Scope of Services was met.

iv) There shall be no reimbursement for travel expenses under this Agreement. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is

subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds may be forfeited at the end of the Agreement term.

Alternative Pay Method: The Department will pay one lump sum payment to the LOCAL GOVERNMENT upon the completion of all Project services, receipt of final construction cost documentation, and proper submission of a detailed invoice and when the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing. The payment to the LOCAL GOVERNMENT will be the amount equal to the invoice received by the LOCAL GOVERNMENT from the LOCAL GOVERNMENT'S electric utility company, but not to exceed the DEPARTMENT'S participating amount as specified in Section 3 (B) above. The LOCAL GOVERNMENT must certify on the invoice that the costs from the electric utility company are valid, reasonable, necessary, and allowable and the costs have been invoiced by the electric utility company. The LOCAL GOVERNMENT agrees to provide proof to the DEPARTMENT that the electric utility company has been paid by the LOCAL GOVERNMENT within thirty (30) days after receipt of payment from the DEPARTMENT.

v) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

C. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

D. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

E. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

F. Records of costs incurred under terms of this Agreement shall be maintained and made available upon reasonable request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the Electric Utility Company and all subcontractors performing work on the Project, and all other records of the Electric Utility Company and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

G. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

H. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

4. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

5. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise

the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

6. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the LOCAL GOVERNMENT.

C. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. All tracings, plans specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use.

F. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

H. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

I. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

J. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Holly Lopenski Program Coordinator MS 4-520 719 South Woodland Boulevard DeLand, Florida 32720-6834 PH: (386) 943-5520 holly.lopenski@dot.state.fl.us	Megan Reinhart Design Project Manager MS 2-546 719 South Woodland Boulevard DeLand, Florida 32720-6834 PH: (386) 943-5252 megan.reinhart@dot.state.fl.us	Vincent Vacchiano Construction Project Manager MS 3-506 719 South Woodland Boulevard DeLand, Florida 32720-6834 (386) 943-5406 vincent.vacchiano@dot.state.fl.us
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LOCAL GOVERNMENT

Luis Alvan, P.E.
Orange County Engineer
4200 South John Young Parkway
Orlando, Florida 32839
PH: (407) 836-8024
Luis.Alvan@ocfl.net

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement
this ____ day of JUN 02 2015, 2015, and the DEPARTMENT has executed this Agreement
this 19th day of June, 2015.

ORANGE COUNTY, FLORIDA
By: BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

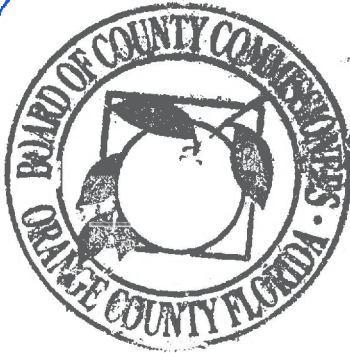
By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

By: *Frank J. O'Dea*
Frank J. O'Dea, P.E.
Director of Transportation Development

Attest: Martha O. Haynie, County Comptroller
As Clerk to the Board of County Commissioners

Attest: *Executive Secretary*
Executive Secretary

By: *Katie Smith*
Deputy Clerk



Legal Review: *[Signature]*
FDOT Attorney

Financial Provisions Approved by
the Office of Comptroller

April 23, 2015

Authorization Received From
The Comptroller's Office As
To Availability of Funds:

June 15, 2015

EXHIBIT "A"

SCOPE OF SERVICES

Financial Management Number: 415468-1-58-01

Construction of Highway Illumination Facilities and Equipment

The LOCAL GOVERNMENT shall be responsible to take any and all actions necessary to install and construct highway lighting to include installation of lights on existing poles and installation of additional poles with light fixtures, to illuminate State Road 424 from Dowd Avenue to Edgewater Drive (Section 75260-000 from milepost 0.00 to milepost 1.005); State Road 423 (Lee Road) from Adanson Street to State Road 424 (Edgewater Drive) (Section 75190-000 from milepost 6.436 to milepost 7.170); and State Road 426 (Fairbanks Avenue) from Edgewater Drive to Overspin Avenue (Section 75006-001 from milepost 2.615 to milepost 4.854) in accordance with DEPARTMENT standards. Subject to the terms and conditions contained herein, the illumination services shall continue until such time as the DEPARTMENT notifies the LOCAL GOVERNMENT to discontinue the illumination services. The LOCAL GOVERNMENT agrees that it will enter into an agreement with an electric Utility to construct and to maintain the facilities and equipment under the terms of this Agreement. The electric Utility will secure a Utility permit from the DEPARTMENT to enter DEPARTMENT right of way to construct the facilities and equipment and to maintain the facilities and equipment in accordance with the terms of the Utility permit.

Prior to installation and construction of the equipment and facilities to illuminate the Roads, the LOCAL GOVERNMENT shall provide such information (including, but not limited to, a proposed design and work schedule) as is requested by the DEPARTMENT in order for the DEPARTMENT to verify that the illumination is acceptable and will be in accordance with DEPARTMENT standards, and that all work to be performed on DEPARTMENT right of way will be performed in accordance with DEPARTMENT standards for performance of such work. The electric Utility's permit application and the permit requirements will be deemed to satisfy all the requirements of this paragraph.

Maintenance of Illumination Equipment and Facilities

The following conditions shall apply to the equipment and facilities used to provide the illumination services after illumination services have begun:

1. The equipment and facilities shall at all times remain the property of and be protected and maintained by the electric Utility in accordance with the Utility Accommodation Manual and current utility permit for the equipment and facilities.
2. The equipment and facilities shall be maintained pursuant to a separate agreement between the LOCAL GOVERNMENT and the electric Utility. In the event the LOCAL GOVERNMENT fails to comply with that separate agreement, the electric Utility may terminate the illumination services, provided, however, that the electric utility shall first

- notify the DEPARTMENT in writing and provide the DEPARTMENT with a reasonable opportunity to cure the non-compliance prior to terminating the illumination services.
3. Neither the electric Utility nor the LOCAL GOVERNMENT shall engage in any act of omission which in any way interferes with the provision of illumination services including, without limitation, granting rights to third parties with respect to the equipment and facilities which interferes with the continued provision of illumination services.

The LOCAL GOVERNMENT's electric utility contractor shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the terms and conditions of the Utility permit issued by the DEPARTMENT.

Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT (or its contractor) shall notify the DEPARTMENT in writing of the completion and the LOCAL GOVERNMENT and its contractor shall comply with all terms and conditions of Utility permit associated with closing out the permit per Exhibit "C" attached hereto.

EXHIBIT "B"

METHOD OF COMPENSATION

Financial Management Number: 415468-1-58-01

For satisfactory completion of all services detailed in Exhibit "A" (Scope of Work) of this Agreement, the DEPARTMENT will reimburse the LOCAL GOVERNMENT an amount not to exceed **\$182,000.00 (One Hundred Eighty Two Thousand Dollars and No/100)** for actual costs incurred.

The Department will pay one lump sum payment to the LOCAL GOVERNMENT upon the completion of all Project services, receipt of final construction cost documentation, and proper submission of a detailed invoice and when the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing.

EXHIBIT "C"

NOTICE OF COMPLETION

DEPARTMENT FUNDED AGREEMENT

Between

**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and ORANGE COUNTY**

PROJECT DESCRIPTION: Construction of Highway Lighting on State Road 424 from Dowd Avenue to Edgewater Drive; State Road 423 (Lee Road) from Adanson Street to State Road 424 (Edgewater Drive; and State Road 426 (Fairbanks Avenue) from Edgewater Drive to Overspin Avenue

FINANCIAL MANAGEMENT ID# 415468-1-58-01

In accordance with the Terms and Conditions of the DEPARTMENT FUNDED AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20__ and all terms and conditions of Utility permit associated with closing out the permit have been met.

By: _____

Name: _____

Title: _____

EXHIBIT "D"

RESOLUTION

Financial Management Number: 415468-1-58-01

[Two (2) Pages Follow]

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUN 02 2015 CS/BS

RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

regarding the

JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING THE CONSTRUCTION OF HIGHWAY LIGHTING ON STATE ROAD 424 FROM DOWD AVENUE TO EDGEWATER DRIVE; STATE ROAD 423 (LEE ROAD) FROM ADANSON STREET TO STATE ROAD 424 (EDGEWATER DRIVE); AND STATE ROAD 426 (FAIRBANKS AVENUE) FROM EDGEWATER DRIVE TO OVERSPIN AVENUE (FM#415468-1-58-01)

Resolution No. 2015-M-16

WHEREAS, today, the Board of County Commissioners is approving a Joint Participation Agreement (JPA) with the State of Florida Department of Transportation concerning a project relating to the construction of highway lighting on State Road 424 from Dowd Avenue to Edgewater Drive; State Road 423 (Lee Road) from Adanson Street to State Road 424 (Edgewater Drive); and State Road 426 (Fairbanks Avenue) from Edgewater Drive to Overspin Avenue (Financial Management Number #415468-1-58-01); and

WHEREAS, a requirement of the JPA is that Orange County adopt a Resolution authorizing its officials to execute the JPA on its behalf.

**NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTY
BOARD OF COUNTY COMMISSIONERS:**

**Section 1. Authorization for County Mayor to Execute the JPA Agreement
(Financial Management Number 415468-1-58-01).**

The County Mayor is hereby authorized to execute the JPA with the FDOT on behalf of the Board of County Commissioners and the County.

Section 2. Effective Date. This Resolution shall take effect on the date of its adoption.

ADOPTED this ___ day of JUN 02 2015, 2015.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Teresa Jacobs
Teresa Jacobs, County Mayor

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: Katie Smith
Deputy Clerk

Print Name: Katie Smith

