



**Interoffice Memorandum**

March 9, 2018

TO: Mayor Teresa Jacobs  
and Board of County Commissioners

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

CONTACT PERSON: **Raymond L. A. Williams, P.E., Manager**  
**Public Works Engineering Division**

PHONE NUMBER: (407) 836-7908

SUBJ: **Joint Participation Agreement for Construction of Highway Lighting along Hoffner Avenue/Narcoossee Road from Conway Road to Lee Vista Drive**

The State of Florida Department of Transportation (FDOT) is engaged in a project for the construction of highway lighting along Hoffner Avenue/Narcoossee Road from Conway Road to Lee Vista Drive. The FDOT has funds for the illumination of this roadway and desires to enter into an agreement with Orange County (County) for the installation of the highway illumination system. By this agreement, FDOT would reimburse the County up to \$48,765 for this project. Additionally, the cost to maintain and operate these lights will be reimbursed annually by FDOT under an existing master agreement.

The County Attorney's Office, the Risk Management Division and the Public Works Engineering Division have reviewed this agreement.

**Action Requested:** Approval and execution of (1) Financial Management Numbers 239266-3-58-01 and 239266-4-58-01 Resolution of the Orange County Board of County Commissioners regarding the Joint Participation Agreement with the State of Florida Department of Transportation concerning the project described as "Construction of Highway Lighting along Hoffner Avenue/Narcoossee Road from Conway Road to Lee Vista Drive" and (2) Joint Participation Agreement between the State of Florida Department of Transportation and Orange County Financial Management Numbers: 239266-3-58-01 239266-4-58-01. District 3.

Attachment(s)

MVM/RLAW/jlp

<b>Financial Management No.:</b> 239266-3-58-01 02 239266-4-58-01 02 <b>Agency:</b> Orange County <b>Contract No:</b> AS969	<b>Fund:</b> DS <b>Function:</b> 215  <b>Contract Amount:</b> \$48,765.00	<b>FLAIR Approp:</b> 088716 <b>FLAIR Obj.:</b> 563000 <b>Org. Code:</b> 55054010508 <b>Vendor No.:</b> F596000773-011
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**JOINT PARTICIPATION AGREEMENT**  
**BETWEEN**  
**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**  
**AND**  
**ORANGE COUNTY**

This Agreement, made and entered into this 3<sup>rd</sup> day of April, 2018 by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and **ORANGE COUNTY**, a Charter County and 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. 2018-M-08, dated the day of March 20, 2018, 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 along Hoffner Avenue/Narcoossee Road from Conway Road to Lee Vista Drive", in Fiscal Year 2017/2018, said Project being known as FM #239266-3-58-01 and 239266-4-58-01, 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.

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

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. The DEPARTMENT shall grant any reasonable extension requested by the LOCAL GOVERNMENT due, in any part, to delay by contractors hired by the LOCAL GOVERNMENT for the Project. 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: Construction of Highway Lighting at Hoffner Avenue/Narcoossee Road from Conway Road to Lee Vista Drive, 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 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.

### 3. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **\$48,765.00 (Forty-Eight Thousand Seven Hundred Sixty-Five Dollars and No/100)**. This amount is based on the Schedule of Funding, Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to pay the LOCAL GOVERNMENT in an amount not to exceed **\$48,765.00 (Forty-Eight Thousand Seven Hundred Sixty-Five 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. Travel costs will not be reimbursed.

i) 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.

ii) 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 as specified in Paragraph 2. E. was met, and that the criteria for evaluating successful completion as specified in Paragraph 2. H. was met.

iii) **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 incurred 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.

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

C. The LOCAL GOVERNMENT which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. 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. 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. 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. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

D. Records of costs incurred under terms of this Agreement shall be maintained and made available upon 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.

E. 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.”

F. 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.

G. Audits: The administration of resources awarded by the Department to the LOCAL GOVERNMENT may be subject to audits and/or monitoring by the Department, as described in this section.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the DEPARTMENT staff to the LOCAL GOVERNMENT regarding such audit. The LOCAL GOVERNMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

#### PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

#### **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 cancelled 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 contractor/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**

Dianne Peek	Ayman Mohamed
Program Coordinator	District Utility Project Manager
MS 4-520	MS 2-546
719 South Woodland Boulevard	719 South Woodland Boulevard
DeLand, Florida 32720-6834	DeLand, Florida 32720-6834
PH: (386) 943-5400	PH: (386) 943-5332
<a href="mailto:dianne.peek@dot.state.fl.us">dianne.peek@dot.state.fl.us</a>	<a href="mailto:ayman.mohamed@dot.state.fl.us">ayman.mohamed@dot.state.fl.us</a>

**LOCAL GOVERNMENT**

Colleen Lutz  
Assistant Project Manager  
Orange County Public Works Engineering Division  
4200 South John Young Parkway  
Orlando, Florida 32839  
PH: (407) 836-8669  
[Colleen.Lutz@ocfl.net](mailto:Colleen.Lutz@ocfl.net)

**LOCAL GOVERNMENT**

Mark V. Massaro, P.E.  
Public Works Director  
Development Engineering Division  
Orange County Public Works  
4200 South John Young Parkway  
Orlando, Florida 32839  
PH: (407) 836-7890  
[Mark.Massaro@ocfl.net](mailto:Mark.Massaro@ocfl.net)

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this \_\_\_\_\_ day of MAR 20 2018, and the DEPARTMENT has executed this Agreement this 3<sup>rd</sup> day of April, 2018.

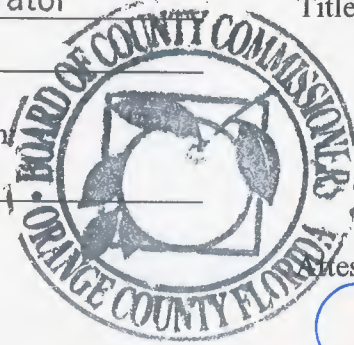
**ORANGE COUNTY**  
By: **BOARD OF COUNTY COMMISSIONERS**

**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**

By: *Ajit Lalchandani*  
Name: Ajit Lalchandani  
Title: County Administrator

By: *Loreen C. Bobo*  
Name: Loreen C. Bobo, P.E.  
Title: Director of Transportation Development

As approved by the Board on  
MAR 20 2018



Attest:

Attest:

*Katie Smith*  
for Deputy Clerk  
**Katie Smith**

*Loreen C. Bobo*  
Executive Secretary

Legal Review:

Legal Review:

\_\_\_\_\_  
County Attorney

*[Signature]*

Financial Provisions Approval by  
the Office of the Comptroller on:

N/A

Authorization Received from the Office of  
the Comptroller as to Availability of Funds:

3/30/2018

## EXHIBIT "A"

### SCOPE OF SERVICES

#### Financial Management Number: 239266-3-58-01 and 239266-4-58-01

Purpose:

LOCAL GOVERNMENT'S:

The LOCAL GOVERNMENT shall be responsible to contract with Duke Energy (sometimes referred to as "UTILITY,") for the installation of a roadway lighting system to include installation of lights on existing poles and installation of additional poles with light fixtures, in order to illuminate Hoffner Avenue/Narcoossee Road from Conway Road to Lee Vista Drive, 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 company to construct and to maintain the facilities and equipment under the terms of this Agreement. The electric utility company 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 company'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 company 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 company. In the event the LOCAL GOVERNMENT fails to comply with that separate agreement, the electric utility company may terminate the illumination services, provided, however, that the electric utility company 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.

Street Light Locations/Quantities:

According to the current design plans, there are 2 proposed new street light poles and 116 existing distribution poles that are going to have luminaires attached to them. There may be some field adjustments that occur during construction.

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 been installed and begun:

1. The equipment and facilities shall at all times remain the property of and be properly 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. The electric UTILITY, nor the LOCAL GOVERNMENT, shall engage in any act or 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.

## Exhibit "B"

### ESTIMATED SCHEDULE OF FUNDING

#### **Financial Management Number: 239266-3-58-01 and 239266-4-58-01**

For satisfactory completion of all services detailed in Exhibit "A" (Deliverables) of this Agreement, the DEPARTMENT will compensate the LOCAL GOVERNMENT an amount not to exceed **\$48,765.00 (Forty-Eight Thousand Seven Hundred Sixty-Five Dollars and No/100)** for actual costs incurred.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment.

- Optional -

**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), page 3. 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 incurred 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.

**EXHIBIT "C"**

**NOTICE OF COMPLETION**

**JOINT PARTICIPATION AGREEMENT**

Between

**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

and

**ORANGE COUNTY**

**PROJECT DESCRIPTION:** Construction of Highway Lighting at Hoffner Avenue/Narcoossee Road from Conway Road to Lee Vista Drive

**FINANCIAL MANAGEMENT ID# 239266-3-58-01 and 239266-4-58-01**

In accordance with the Terms and Conditions of the JOINT PARTICIPATION 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: 239266-3-58-01 and 239266-4-58-01**