

STATE HIGHWAY LIGHTING MAINTENANCE, AND COMPENSATION AGREEMENT WORK ORDER

Contract Number: ASH38
Maintaining Agency: Manatee County
Financial Project No: 412581-1-78-02
Fiscal Year: 2021-2022

1.0 PURPOSE

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year 21/22 for the maintenance of highway lighting on the State Highway System as prescribed in the original agreement executed on June 9, 2020.

2.0 COMPENSATION AND PAYMENT PROCESSING

For the satisfactory completion of all services detailed in the original agreement for the fiscal year starting July 1, 2021 and ending June 30, 2022, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of \$485,101.54. The basis of compensation is as described in Exhibit A.

The MAINTAINING AGENCY shall invoice the DEPARTMENT for services rendered at the end of the fiscal year in a format acceptable to the DEPARTMENT.

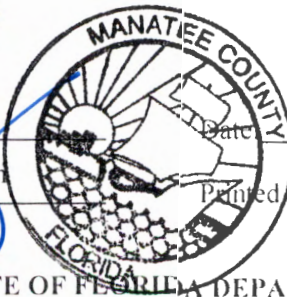
3.0 AUTHORIZATION

This Work Order will not be considered as authorized unless it is signed and returned by the MAINTAINING AGENCY to the DEPARTMENT, whereby the DEPARTMENT'S final signature is required to fully authorize compensation for the services. The effective date will be the date of the final signature by the Department.

ISSUED BY:

DocuSigned by: Signature: Date: 5/17/2021 | 3:17 PM EDT
Printed Name: Sharon Harris Printed Title: District Maintenance Administrator

MAINTAINING AGENCY



BY: (signature) June 8, 2021
Printed Name: Vanessa Baugh Printed Title: Chairman
Attest: Manatee County Clerk of the Circuit Court and County Comptroller
B: Deputy Clerk

FINAL EXECUTION, STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DocuSigned by: BY: (signature) Date: 6/21/2021 | 12:06 PM EDT
Printed Name: Sharon Harris Printed Title: District Maintenance Administrator

Exhibit A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 2021-2022

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 method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. INVENTORY SPREADSHEET ATTACHED
2. _____
3. _____
4. _____
5. _____
6. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of \$300.10 in fiscal year 2020-2021 shall increase to \$309.10 in fiscal year 2021-2022.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and 95%.
 Example: 330 (lights) x \$309.10 (unit rate) x 95% = \$96,902.85

Type of Light	# of lights	LED or HPS	Unit rate	95%	Total
High Mast		HPS		0.00	0.00
Standard	1471	HPS	309.10	0.95	\$431,951.80
Underdeck		HPS		0.00	0.00
Sign		HPS		0.00	0.00
High Mast		LED		0.00	0.00
Standard	181	LED	309.10	0.95	\$53,149.74
Underdeck		LED		0.00	0.00
Sign		LED		0.00	0.00

FY 21-22 Highway Lighting Maintenance and Compensation Agreement Inventory EXHIBIT 'A' ATTACHMENT

Agency Name: MANATEE COUNTY

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	LED or HPS
US Highway 301 N	Manatee	Sally Lee Dr @ US301	Sally Lee Dr @ US301	1	Standard	LED
US Highway 301 N	Manatee	Linden Dr @ US301	Linden Dr @ US301	1	Standard	LED
US-41 N	Manatee	US41 @ 69th ST E	US41 @ 69th ST E	1	Standard	LED
US 41	Manatee	54th Ave W	54th Ave W	1	Standard	HPS
SR 45	Manatee	27th Ave W	Cortez Rd W	2	Standard	LED
SR 45	Manatee	27th Ave W	Cortez Rd W	27	Standard	HPS
US 41	Manatee	US 301 Overpass	32nd Ave E	23	Standard	HPS
US 41	Manatee	32nd Ave E	301 Blvd E	15	Standard	HPS
SR 684	Manatee	9th ST W	Mall Entrance	1	Standard	LED
SR 684	Manatee	9th ST W	Mall Entrance	9	Standard	HPS
SR 684	Manatee	18th ST W	28th ST W	4	Standard	LED
SR 684	Manatee	18th ST W	28th ST W	23	Standard	HPS
SR 684	Manatee	75th ST W	Santa Maria Ct	5	Standard	LED
SR 684	Manatee	75th ST W	Santa Maria Ct	49	Standard	HPS
SR 684	Manatee	Independence Dr	119th ST W	47	Standard	HPS
SR 684	Manatee	127th ST W	127th ST W	4	Standard	HPS
SR 684	Manatee	Gulf Dr N	Gulf Dr N	3	Standard	LED
SR 684	Manatee	Gulf Dr N	Gulf Dr N	8	Standard	HPS
SR 684	Manatee	121st ST Ct W	121 ST Ct W	2	Standard	LED
SR 684	Manatee	119th ST W	119th ST W	5	Standard	LED
US 301	Manatee	51st Ave E	53rd Ave E	14	Standard	LED
US 301	Manatee	51st Ave E	53rd Ave E	22	Standard	HPS
US 301	Manatee	63rd Ave E	63rd Ave E	8	Standard	LED
US 301	Manatee	63rd Ave E	63rd Ave E	12	Standard	HPS
US 301	Manatee	Whitfield Ave	Whitfield Ave	8	Standard	LED
US 301	Manatee	Whitfield Ave	Whitfield Ave	12	Standard	HPS
US 301	Manatee	Tallevast Rd	Tallevast Rd	6	Standard	LED
US 301	Manatee	Tallevast Rd	Tallevast Rd	6	Standard	HPS
US 301	Manatee	University Pkwy	University Pkwy	30	Standard	HPS
US 301	Manatee	61st ST	University Pkwy	16	Standard	HPS
SR 70 E	Manatee	18th ST E	Tropical Gardens	19	Standard	HPS
SR 70 E	Manatee	US 301	18th ST E	3	Standard	LED
SR 70 E	Manatee	US 301	18th ST E	25	Standard	HPS
US 19	Manatee	49th ST E	39th ST E	32	Standard	HPS
US-41 N	Manatee	49th ST E	41st ST Blvd E	45	Standard	HPS
US 19/ US-41 N	Manatee	45th ST CT W	25th ST E	64	Standard	HPS
US-41 N	Manatee	17th ST E	10th ST E	10	Standard	HPS
SR 70 E	Manatee	56th CT E	Caruso Rd	8	Standard	HPS
SR 70 E	Manatee	44th ST E	47th ST CT E	1	Standard	LED
SR 70 E	Manatee	44th ST E	47th ST CT E	15	Standard	HPS
SR 70 E	Manatee	Natalie Wy	47th ST CT E	18	Standard	HPS
SR 70 E	Manatee	56th CT E	56th CT E	6	Standard	HPS
SR 70 E	Manatee	Office Park Blvd	34th ST E	22	Standard	HPS
SR 70 E	Manatee	39th ST E	44th ST E	9	Standard	HPS
SR 70 E	Manatee	US 301	34th ST E	2	Standard	LED
SR 70 E	Manatee	US 301	34th ST E	23	Standard	HPS
US 41	Manatee	Magellen Dr	Ponce de Leon St	35	Standard	HPS
US 41	Manatee	Bernard Ave	Seagate Dr	29	Standard	HPS
US Highway 301 N	Manatee	80th Ave E	60th Ave E	46	Standard	HPS

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	LED or HPS
US Highway 301 N	Manatee	Veranda Blvd	80th Ave E	39	Standard	HPS
SR 684	Manatee	28th ST W	39th St W	10	Standard	LED
SR 684	Manatee	28th ST W	39th St W	28	Standard	HPS
SR 684	Manatee	39th ST W	51st ST W	10	Standard	LED
SR 684	Manatee	39th ST W	51st ST W	39	Standard	HPS
SR 684	Manatee	Cape Vista Dr	63rd ST W	9	Standard	LED
SR 684	Manatee	Cape Vista Dr	63rd ST W	32	Standard	HPS
SR 684	Manatee	66th ST W	75st ST W	13	Standard	LED
SR 684	Manatee	66th ST W	75st ST W	25	Standard	HPS
SR 64 E	Manatee	Grand Harbour Pkwy	Heritage Green Way	34	Standard	HPS
US 41	Manatee	41st Ave E	Cortez Rd W	14	Standard	HPS
SR 684	Manatee	9th ST W	17th ST W	6	Standard	LED
SR 684	Manatee	9th ST W	17th ST W	35	Standard	HPS
SR 64 E	Manatee	117th ST E	Rye Rd	23	Standard	LED
SR 64 E	Manatee	117th ST E	Rye Rd	34	Standard	HPS
SR 64 E	Manatee	Rye Rd	Loraine Rd	7	Standard	LED
SR 64 E	Manatee	Rye Rd	Loraine Rd	38	Standard	HPS
SR 64 E	Manatee	Heritage Green Way	Greenfield Blvd	39	Standard	HPS
SR 64 E	Manatee	Portal Xing	117th ST E	1	Standard	LED
SR 64 E	Manatee	Portal Xing	117th ST E	39	Standard	HPS
US Highway 301 N	Manatee	98th Ave E	Chin Rd	60	Standard	HPS
US Highway 301 N	Manatee	Chin Rd	Fort Hamer Rd	45	Standard	HPS
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SR 64 E	Manatee	4th Ave Cir E	66th ST CT E	66	Standard	HPS
US-41 N	Manatee	Moccasin Wallow Rd	Moccasin Wallow Rd	12	Standard	HPS
44th Ave E	Manatee	18th ST E	18th ST E	9	Standard	HPS
44th Ave E	Manatee	US 301	30th ST E	9	Standard	HPS
US 41	Manatee	53rd Ave W	63rd Ave W	51	Standard	HPS
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SR 70 E	Manatee	Greenbrook Blvd	Greenbrook Blvd	4	Standard	LED
SR 45	Manatee	30th Ave W	30th Ave W	3	Standard	LED
SR 64 E	Manatee	117th ST E	117th ST E	3	Standard	LED
US301	Manatee	Feld	Feld	5	Standard	LED
SR 62	Manatee	CR 39	CR 39	1	Standard	HPS
US-41 N	Manatee	Haben Blvd	Haben Blvd	4	Standard	HPS
SR 683	Manatee	15th ST E	15th ST E	1	Standard	LED
SR 70 E	Manatee	9th ST E	9th ST E	2	Standard	LED
US 41	Manatee	69th Ave W	69th Ave W	2	Standard	HPS
US 41	Manatee	Florida Blvd	Florida Blvd	1	Standard	HPS
US 41	Manatee	53rd Ave W	53rd Ave W	4	Standard	HPS
US 41	Manatee	49th Ave Dr W	49th Ave Dr W	1	Standard	HPS
US 41	Manatee	Orlando Ave	Orlando Ave	1	Standard	LED
US 41/8th Ave W	Manatee	5th ST W	5th ST W	2	Standard	HPS
US 41/8th Ave W	Manatee	7th ST W	7th ST W	1	Standard	HPS
SR 45	Manatee	30th Ave W	30th Ave W	2	Standard	LED
SR 64 E	Manatee	I75 East Ramp	NE Corner All 4 Corners	4	Standard	LED
SR 64 E	Manatee	I75 West Ramp	NE Corner NW Corner	2	Standard	LED
SR 64 E	Manatee	School House Dr	School House Dr	1	Standard	LED
SR 70 E	Manatee	Lakewood Ranch Blvd	Lakewood Ranch Blvd	4	Standard	HPS
15th ST E	Manatee	44th Ave E	44th Ave E	4	Standard	HPS
US Highway 301 N	Manatee	Fort Hamer Rd	Fort Hamer Rd	1	Standard	HPS
US Highway 301 N	Manatee	CR675 / Rutland Ranch Rd (NE)	CR675 / Rutland Ranch Rd	1	Standard	LED
US Highway 301 N	Manatee	CR675 / Rutland Ranch Rd (SE)	CR675 / Rutland Ranch Rd	1	Standard	LED

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	LED or HPS
US Highway 301 N	Manatee	CR675 / Rutland Ranch Rd (SW)	CR675 / Rutland Ranch Rd	1	Standard	LED
US Highway 301 N	Manatee	CR675 / Rutland Ranch Rd (W)	CR675 / Rutland Ranch Rd	1	Standard	LED
US Highway 301 N	Manatee	CR675 / Rutland Ranch Rd (E)	CR675 / Rutland Ranch Rd	1	Standard	LED
US Highway 301 N	Manatee	CR675 / Rutland Ranch Rd (E)	CR675 / Rutland Ranch Rd	1	Standard	LED
SR 684	Manatee	119th ST W (NW)	119th ST W	1	Standard	LED
TOTAL # OF LIGHTS BEING MAINTAINED:				1,652		

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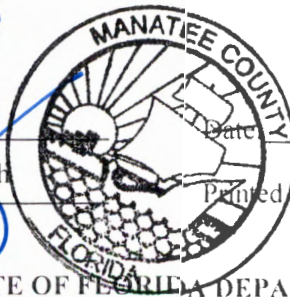
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DocuSigned by:
Signature: _____ Date: 5/17/2021 | 3:17 PM EDT
CE17074A46D4417.
Printed Name: Sharon Harris Printed Title: District Maintenance Administrator

MAINTAINING AGENCY



BY: (signature) _____ Date: June 8, 2021
Attest: Manatee County Clerk of the Circuit Court and County Comptroller
Printed Name: Vanessa Baugh Printed Title: Chairman
By: [Signature]
Deputy Clerk

FINAL EXECUTION, STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (signature) _____ Date: _____
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US 41	Manatee	54th Ave W	54th Ave W	1	Standard	HPS
SR 45	Manatee	27th Ave W	Cortez Rd W	2	Standard	LED
SR 45	Manatee	27th Ave W	Cortez Rd W	27	Standard	HPS
US 41	Manatee	US 301 Overpass	32nd Ave E	23	Standard	HPS
US 41	Manatee	32nd Ave E	301 Blvd E	15	Standard	HPS
SR 684	Manatee	9th ST W	Mall Entrance	1	Standard	LED
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US 301	Manatee	63rd Ave E	63rd Ave E	12	Standard	HPS
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US 301	Manatee	Whitfield Ave	Whitfield Ave	12	Standard	HPS
US 301	Manatee	Tallevast Rd	Tallevast Rd	6	Standard	LED
US 301	Manatee	Tallevast Rd	Tallevast Rd	6	Standard	HPS
US 301	Manatee	University Pkwy	University Pkwy	30	Standard	HPS
US 301	Manatee	61st ST	University Pkwy	16	Standard	HPS
SR 70 E	Manatee	18th ST E	Tropical Gardens	19	Standard	HPS
SR 70 E	Manatee	US 301	18th ST E	3	Standard	LED
SR 70 E	Manatee	US 301	18th ST E	25	Standard	HPS
US 19	Manatee	49th ST E	39th ST E	32	Standard	HPS
US-41 N	Manatee	49th ST E	41st ST Blvd E	45	Standard	HPS
US 19/ US-41 N	Manatee	45th ST CT W	25th ST E	64	Standard	HPS
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SR 70 E	Manatee	56th CT E	Caruso Rd	8	Standard	HPS
SR 70 E	Manatee	44th ST E	47th ST CT E	1	Standard	LED
SR 70 E	Manatee	44th ST E	47th ST CT E	15	Standard	HPS
SR 70 E	Manatee	Natalie Wy	47th ST CT E	18	Standard	HPS
SR 70 E	Manatee	56th CT E	56th CT E	6	Standard	HPS
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US 41	Manatee	49th Ave Dr W	49th Ave Dr W	1	Standard	HPS
US 41	Manatee	Orlando Ave	Orlando Ave	1	Standard	LED
US 41/8th Ave W	Manatee	5th ST W	5th ST W	2	Standard	HPS
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US Highway 301 N	Manatee	CR675 / Rutland Ranch Rd (SE)	CR675 / Rutland Ranch Rd	1	Standard	LED

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	LED or HPS
US Highway 301 N	Manatee	CR675 / Rutland Ranch Rd (SW)	CR675 / Rutland Ranch Rd	1	Standard	LED
US Highway 301 N	Manatee	CR675 / Rutland Ranch Rd (W)	CR675 / Rutland Ranch Rd	1	Standard	LED
US Highway 301 N	Manatee	CR675 / Rutland Ranch Rd (E)	CR675 / Rutland Ranch Rd	1	Standard	LED
US Highway 301 N	Manatee	CR675 / Rutland Ranch Rd (E)	CR675 / Rutland Ranch Rd	1	Standard	LED
SR 684	Manatee	119th ST W (NW)	119th ST W	1	Standard	LED
TOTAL # OF LIGHTS BEING MAINTAINED:				1,652		

To: Jamie.Schley@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

ASH38

5/5/2021

CONTRACT INFORMATION

Contract:	ASH38
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	MANATEE COUNTY
Vendor ID:	F596000727031
Beginning Date of This Agreement:	07/01/2020
Ending Date of This Agreement:	06/30/2027
Contract Total/Budgetary Ceiling:	ct = \$1,408,289.06
Description:	PROJ PARTICIPATION

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 5/5/2021

Action:	Supplemental	Supplemental
Reviewed or Approved:	*REVIEWED	APPROVED
Organization Code:	55014040110	55014040110
Expansion Option:	A1	A1
Object Code:	242059	242059
Amount:	\$484,514.54	\$587.00
Financial Project:	41258117802	41258117802
Work Activity (FCT):	787	787
CFDA:		
Fiscal Year:	2022	2021
Budget Entity:	55150200	55150200
Category/Category Year:	088712/22	088712/21
Amendment ID:	S001	S001
Sequence:	01	00
User Assigned ID:	001	001
Enc Line (6s)/Status:	/04	0004/04

Total Amount: \$485,101.54

*Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.



Board of County Commissioners June 8, 2021 - Regular Meeting

SUBJECT

EXECUTION OF STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FY2021/2022
HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT EXHIBIT 'A'

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Aaron Burkett, Traffic Operations Division Manager, Ext. 7509
Clarke Davis, Deputy Director, Traffic Management, Ext. 7272

Action Requested

Authorization for the Chairman to execute the Annual Exhibit 'A' to the Highway Lighting Maintenance and Compensation Agreement with the Florida Department of Transportation for FY 2021-2022.

Enabling/Regulating Authority

Florida Statute Chapter 125 - County Government

Background Discussion

In accordance with the terms of the Highway Lighting Maintenance and Compensation Agreement, attached is the annual submittal of the Exhibit 'A'.

This Exhibit 'A' establishes the compensation amount for each street light and the total number of lights maintained for the FDOT fiscal year, and establishes the FY19/20 annual renewal compensation increase for the maintenance of highway lighting.

FY 20/21 compensation was \$428,093. The proposed FY21/22 compensation is \$485,101.54. County staff has reviewed the changes to the Exhibit 'A' and find the inventory quantity to be correct. In accordance with the amended agreement, the compensation percentage and reimbursement rate has increased for FY21/22.

The County entered into a Highway Lighting Maintenance and Compensation Agreement with the FDOT in 2002. An emended version of that agreement was executed by the Board in 2020. This would be the first Exhibit 'A' executed under the newly revised Agreement.

The Staff members have reviewed the Annual Exhibit 'A' and have found them to be a complete and accurate listing of the street light devices operated and maintained by the County under the terms of the Agreement with FDOT. The FY21/22 compensation is proposed at \$485,101.54. Staff recommends authorization for the Chairman to execute the Annual Exhibit 'A' for the FY 2021-2022 Highway Lighting Maintenance and Compensation Agreement.

Attorney Review

Formal Written Review (Opinion memo must be attached)

Reviewing Attorney

D'Agostino

Instructions to Board Records

[Emailed Mary Moeller and interoffice](#)

Please return partially executed forms to Mary Moeller, Public Works, for transmittal to FDOT. A fully executed copy will be returned to Board Records.

Cost and Funds Source Account Number and Name

1010020707/ Traffic Operations

Amount and Frequency of Recurring Costs

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT**

375-020-52
MAINTENANCE
OGC – 03/20
Page 1 of 8

CONTRACT NO. ASH38
FINANCIAL PROJECT NO. 412581-1-78-02
F.E.I.D. NO. N/A

THIS AGREEMENT, entered into this 9 day of June, year of 2020, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "FDOT", and MANATEE COUNTY, hereinafter referred to as the "MAINTAINING AGENCY";

WITNESSETH:

WHEREAS, FDOT is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

WHEREAS, FDOT has identified sites where lighting and/or lighting systems, hereinafter referred to as "Facilities", are located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**. A list of the Facilities is included as Exhibit A, attached hereto and incorporated herein.

WHEREAS, the **MAINTAINING AGENCY** agrees to maintain the Facilities as further set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain the Facilities listed in Exhibit A. The Facilities may include lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT**. The Facilities shall not include lighting located in weigh stations, rest areas, or on Interstate highways.

The location and type of lighting to be maintained pursuant to this Agreement is set forth in Exhibit A. Any changes or modifications to Exhibit A must be in writing and signed by both **FDOT** and the **MAINTAINING AGENCY**. Any Facilities added to Exhibit A during the **FDOT's** fiscal year shall be maintained and operated by the **MAINTAINING AGENCY** upon the **FDOT's** final acceptance of installation of any new lighting and/or lighting systems. Prior to the start of each new fiscal year, the **MAINTAINING AGENCY** and **FDOT** shall amend Exhibit A to reflect any changes to the Facilities, including addition, removal, or change in lighting type maintained pursuant to this Agreement.

The **MAINTAINING AGENCY** will be compensated for Facilities added to Exhibit A by amendment of this Agreement in the **FDOT's** fiscal year occurring after the lighting and/or lighting systems are installed and final acceptance of such installation is given by **FDOT**. In the event that no change is made to the previous year's Exhibit A, a certification from the **MAINTAINING AGENCY** shall be provided to **FDOT** certifying that no change has been made to Exhibit A during **FDOT's** previous fiscal year. Unless stated otherwise, all references to fiscal years within this agreement refer to **FDOT's** fiscal year, beginning July 1st and ending June 30th.

- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (e.g., high mast, standard, underdeck, and sign) or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Required maintenance includes, but is not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities. All repairs or replacement will be in kind unless a variance is approved in writing by **FDOT**.

- c. All maintenance must be in accordance with the provisions of the following:
- (1) Manual of Uniform Traffic Control Devices; and
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of a **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain the Facility commences upon the **MAINTAINING AGENCY's** receipt of notification from **FDOT** that **FDOT** has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power commences at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** is not required to perform any activities which are the responsibilities of **FDOT's** contractor.

Prior to acceptance by **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s). **FDOT** agrees to make modifications/corrections prior to acceptance so long as the modifications/corrections comply with the installation contract documents and specifications.

- e. The term for this Agreement is seven (7) years. Either party may terminate this Agreement by a notice of termination. The notice of termination must be in writing. Should the **MAINTAINING AGENCY** choose to terminate the Agreement, the **MAINTAINING AGENCY** shall provide a minimum notice period of two (2) fiscal years prior to the effective date of termination and the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates. The effective date of the termination will coincide with the end of the **FDOT's** fiscal year of June 30th following the two-year notice.

The termination of this Agreement will not terminate maintenance responsibilities for lighting owned by the **MAINTAINING AGENCY**. Maintenance obligations for lights owned by the **MAINTAINING AGENCY** will remain the responsibility of the **MAINTAINING AGENCY**. Nor does termination of this Agreement operate to relieve the **MAINTAINING AGENCY** of any maintenance obligations contained in other agreements. Maintenance of lights governed by a separate maintenance agreement will continue per the terms of that separate maintenance agreement.

2. Compensation and Payment

FDOT shall pay to the **MAINTAINING AGENCY** a sum of \$ 438085.98 for the fiscal year in which this Agreement is signed. Payments will be calculated and made in accordance with Exhibit A.

Prior to the beginning of each fiscal year, the **MAINTAINING AGENCY** shall submit an amended Exhibit A or a certification of no change to Exhibit A and **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount and percentage of lighting to be paid for the coming fiscal year. **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The work order must be an **FDOT**-signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, and Compensation Agreement work order". The work order must reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, the percentage of lighting funded and the lump sum amount to be paid for the fiscal year indicated. The work order must be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. Failure by the **MAINTAINING AGENCY** to take any of the actions required by this paragraph may result in nonpayment by **FDOT**.

FDOT expressly assigns its rights, interests and privileges pertaining to damage to Facilities caused by third parties to the **MAINTAINING AGENCY**, so they may pursue all claims and causes of actions against the third parties responsible for the damage. **FDOT** will assist the **MAINTAINING AGENCY** and will confirm the **MAINTAINING AGENCY's** authorization to pursue recovery. The **MAINTAINING AGENCY** will be responsible for all attorneys' fees and litigation costs incurred in its recovery activities.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities and report all maintenance performed and replacement components and parts installed pursuant to this Agreement. The records shall be kept in an electronic format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to **FDOT** upon request.

4. Invoicing

The **MAINTAINING AGENCY** shall invoice **FDOT** annually in a format acceptable to the **FDOT**. Invoices must be submitted no earlier than May 1 and no later than June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** 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 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** 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 **FDOT**.

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) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

FDOT, 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 shall be null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the Comptroller of **FDOT** 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 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 **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time may **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure will not be preconditions in the event of an emergency.

6. Force Majeure

Neither the **MAINTAINING AGENCY** nor **FDOT** will be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; 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.

7. Miscellaneous

- a. **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** 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 **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Without limiting the generality of the foregoing, this Agreement shall replace and supersede all prior agreements between **FDOT** and the **MAINTAINING AGENCY** with respect to maintenance of the lighting and/or lighting systems for the Facilities identified in Exhibit A.
- d. This Agreement is governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable are severable and will not affect the validity of the remaining provisions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, electronic mail, or express mail and will be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** must notify the local District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices must be sent to the following addresses:

MAINTAINING AGENCY:

Manatee County
P.O. Box 1000
Bradenton, Florida 34206

FDOT:

Florida Department of Transportation
Attn: Jamie Schley MS 1-7
801 North Broadway Avenue
Bartow, Florida 33830

- f. **PUBLIC ENTITY CRIME INFORMATION 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, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- g. 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.

- h. By signing this agreement the Maintaining Agency certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) or listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. For contracts involving \$1,000,000 or more, if the Department determines the Maintaining Agency submitted a false certification under Section 287.135(5) of the Florida Statutes regarding the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or for contracts involving any amount, if the Maintaining Agency has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Maintaining Agency notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- j. **MAINTAINING AGENCY:**
1. 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 **MAINTAINING AGENCY** during the term of the contract; and
 2. shall expressly require any 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.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the **Maintaining Agency** does not transfer the records to **FDOT**
 4. Upon completion of the Agreement, transfer, at no cost, to **FDOT**, all public records in possession of the Consultant or keep and maintain public records required by **FDOT** to perform the service. If the Consultant transfers all public records to **FDOT** upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to **FDOT**, upon request from **FDOT's** custodian of public records, in a format that is compatible with the information technology systems of **FDOT**
 5. Failure by the **Maintaining Agency** to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**

IF THE MAINTAINING AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MAINTAINING AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 1

863-519-2623

D1prcustodian@dot.state.fl.us

Florida Department of Transportation
District 1 – Office of General Counsel
801 N. Broadway
Bartow, FL 33830

District 6

305-470-5453

D6prcustodian@dot.state.fl.us

Florida Department of Transportation
District 6 – Office of General Counsel
1000 NW 111 Avenue
Miami, FL 33172-5800

District 2

386-758-3727

D2prcustodian@dot.state.fl.us

Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

District 7

813-975-6491

D7prcustodian@dot.state.fl.us

Florida Department of Transportation
District 7 - Office of General Counsel
11201 N. McKinley Drive, MS 7-120
Tampa, FL 33612

District 3

850-330-1391

D3prcustodian@dot.state.fl.us

Florida Department of Transportation
District 3 - Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428

Florida's Turnpike Enterprise

407-264-3170

TPprcustodian@dot.state.fl.us

Turnpike Enterprise Chief Counsel
Florida Turnpike – Office of General
Counsel
Turnpike Mile Post 263, Bldg. 5315
Ocoee, FL 34761

District 4

954-777-4529

D4prcustodian@dot.state.fl.us

Florida Department of Transportation
District 4 – Office of General Counsel
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

Central Office

850-414-5355

COprcustodian@dot.state.fl.us

Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458

District 5

386-943-5000

D5prcustodian@dot.state.fl.us

Florida Department of Transportation
District 5 – Office of General Counsel
719 South Woodland Boulevard
Deland, FL 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT**

8. Certification

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You **MUST** signify by selecting one of the applicable options:

- No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

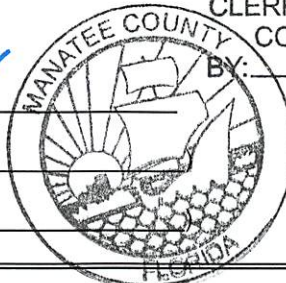
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY

BY: (Signature) *Betsy Benac*

(Printed Name: Betsy Benac)

(Printed Title: Chairman)



ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER

BY: *Ueba Jessica*

DEPUTY CLERK

Date: 5/19/2020

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) *Keith Slater*

(Printed Name: Keith Slater)

(Printed Title: Director of Operations)

Date: 6/9/2020

FDOT Legal Review

BY: (Signature) *Angela D. Tucker*

Counsel

(Printed Name: Angela D. Tucker)

Date: 6/5/2020

MSJ
out
6/3/20

Exhibit A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 2020-2021

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 method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. INVENTORY SPREADSHEET ATTACHED _____
2. _____
3. _____
4. _____
5. _____
6. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of \$300.10 in fiscal year 2020-2021 shall increase to \$309.10 in fiscal year 2021-2022.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and ____%. Example: 330 (lights) x \$300.10 (unit rate) x 0.90 (90% requirement) = \$89,129.70

Type of Light	# of lights	LED or HPS	Unit rate	0.90%	Total
High Mast		HPS		0.90	0.00
Standard	1484	HPS	300.10	0.90	400813.56
Underdeck		HPS		0.90	0.00
Sign		HPS		0.90	0.00
High Mast		LED		0.90	0.00
Standard	138	LED	300.10	0.90	37272.42
Underdeck		LED		0.90	0.00
Sign		LED		0.90	0.00

Highway Lighting Maintenance and Compensation Agreement Inventory EXHIBIT 'A' ATTACHMENT

Agency Name: MANATEE COUNTY

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	LED or HPS
US Highway 301 N	Manatee	Sally Lee Dr @ US301	Sally Lee Dr @ US301	1	Standard	LED
US Highway 301 N	Manatee	Linden Dr @ US301	Linden Dr @ US301	1	Standard	LED
US-41 N	Manatee	US41 @ 69th ST E	US41 @ 69th ST E	1	Standard	LED
US 41	Manatee	54th Ave W	54th Ave W	1	Standard	HPS
SR 45	Manatee	27th Ave W	Cortez Rd W	2	Standard	LED
SR 45	Manatee	27th Ave W	Cortez Rd W	29	Standard	HPS
US 41	Manatee	US 301 Overpass	32nd Ave E	23	Standard	HPS
US 41	Manatee	32nd Ave E	301 Blvd E	15	Standard	HPS
SR 684	Manatee	9th ST W	Mall Entrance	1	Standard	LED
SR 684	Manatee	9th ST W	Mall Entrance	10	Standard	HPS
SR 684	Manatee	18th ST W	28th ST W	4	Standard	LED
SR 684	Manatee	18th ST W	28th ST W	23	Standard	HPS
SR 684	Manatee	75th ST W	Santa Maria Ct	5	Standard	LED
SR 684	Manatee	75th ST W	Santa Maria Ct	50	Standard	HPS
SR 684	Manatee	Independence Dr	119th ST W	47	Standard	HPS
SR 684	Manatee	127th ST W	127th ST W	4	Standard	HPS
SR 684	Manatee	Gulf Dr N	Gulf Dr N	3	Standard	LED
SR 684	Manatee	Gulf Dr N	Gulf Dr N	8	Standard	HPS
US 301	Manatee	51st Ave E	53rd Ave E	13	Standard	LED
US 301	Manatee	51st Ave E	53rd Ave E	22	Standard	HPS
US 301	Manatee	63rd Ave E	63rd Ave E	8	Standard	LED
US 301	Manatee	63rd Ave E	63rd Ave E	12	Standard	HPS
US 301	Manatee	Whitfield Ave	Whitfield Ave	8	Standard	LED
US 301	Manatee	Whitfield Ave	Whitfield Ave	12	Standard	HPS
US 301	Manatee	Tallevast Rd	Tallevast Rd	6	Standard	LED
US 301	Manatee	Tallevast Rd	Tallevast Rd	6	Standard	HPS
US 301	Manatee	University Pkwy	University Pkwy	30	Standard	HPS
US 301	Manatee	61st ST	University Pkwy	16	Standard	HPS
SR 70 E	Manatee	18th ST E	Tropical Gardens	19	Standard	HPS
SR 70 E	Manatee	US 301	18th ST E	3	Standard	LED
SR 70 E	Manatee	US 301	18th ST E	25	Standard	HPS
US 19	Manatee	49th ST E	39th ST E	32	Standard	HPS
US-41 N	Manatee	49th ST E	41st ST Blvd E	45	Standard	HPS
US 19/ US-41 N	Manatee	45th ST CT W	25th ST E	64	Standard	HPS
US-41 N	Manatee	17th ST E	10th ST E	10	Standard	HPS
SR 70 E	Manatee	56th CT E	Caruso Rd	8	Standard	HPS
SR 70 E	Manatee	44th ST E	47th ST CT E	1	Standard	LED
SR 70 E	Manatee	44th ST E	47th ST CT E	15	Standard	HPS
SR 70 E	Manatee	Natalie Wy	47th ST CT E	18	Standard	HPS
SR 70 E	Manatee	56th CT E	56th CT E	6	Standard	HPS
SR 70 E	Manatee	Office Park Blvd	34th ST E	22	Standard	HPS
SR 70 E	Manatee	39th ST E	44th ST E	9	Standard	HPS
SR 70 E	Manatee	US 301	34th ST E	2	Standard	LED
SR 70 E	Manatee	US 301	34th ST E	23	Standard	HPS
US 41	Manatee	Magellen Dr	Ponce de Leon St	35	Standard	HPS
US 41	Manatee	Bernard Ave	Seagate Dr	29	Standard	HPS
US Highway 301 N	Manatee	80th Ave E	60th Ave E	46	Standard	HPS

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	LED or HPS
US Highway 301 N	Manatee	Veranda Blvd	80th Ave E	39	Standard	HPS
SR 684	Manatee	28th ST W	39th St W	10	Standard	LED
SR 684	Manatee	28th ST W	39th St W	28	Standard	HPS
SR 684	Manatee	39th ST W	51st ST W	8	Standard	LED
SR 684	Manatee	39th ST W	51st ST W	39	Standard	HPS
SR 684	Manatee	Cape Vista Dr	63rd ST W	8	Standard	LED
SR 684	Manatee	Cape Vista Dr	63rd ST W	34	Standard	HPS
SR 684	Manatee	66th ST W	75st ST W	11	Standard	LED
SR 684	Manatee	66th ST W	75st ST W	26	Standard	HPS
SR 64 E	Manatee	Grand Harbour Pkwy	Heritage Green Way	34	Standard	HPS
SR 64 E	Manatee	41st Ave W	Cortez Rd W	14	Standard	HPS
SR 684	Manatee	9th ST W	17th ST W	4	Standard	LED
SR 684	Manatee	9th ST W	17th ST W	36	Standard	HPS
SR 64 E	Manatee	117th ST E	Rye Rd	6	Standard	LED
SR 64 E	Manatee	117th ST E	Rye Rd	38	Standard	HPS
SR 64 E	Manatee	Rye Rd	Loraine Rd	7	Standard	LED
SR 64 E	Manatee	Rye Rd	Loraine Rd	36	Standard	HPS
SR 64 E	Manatee	Heritage Green Way	Greenfield Blvd	39	Standard	HPS
SR 64 E	Manatee	Portal Xing	117th ST E	40	Standard	HPS
US Highway 301 N	Manatee	98th Ave E	Chin Rd	60	Standard	HPS
US Highway 301 N	Manatee	Chin Rd	Fort Hamer Rd	45	Standard	HPS
US Highway 301 N	Manatee	Fort Hamer Rd	CR 62	58	Standard	HPS
SR 64 E	Manatee	4th Ave Cir E	66th ST CT W	66	Standard	HPS
US-41 N	Manatee	Moccasin Wallow Rd	Moccasin Wallow Rd	12	Standard	HPS
44th Ave E	Manatee	18th ST E	18th ST E	9	Standard	HPS
44th Ave E	Manatee	US 301	30th ST E	9	Standard	HPS
US 41	Manatee	53rd Ave W	63rd Ave W	51	Standard	HPS
US-41 N	Manatee	Piney Point Rd	S Dock ST	18	Standard	HPS
US Highway 301 N	Manatee	97th ST E	82nd ST E	13	Standard	HPS
SR 70 E	Manatee	Greenbrook Blvd	Greenbrook Blvd	4	Standard	LED
SR 45	Manatee	30th Ave W	30th Ave W	3	Standard	LED
SR 64 E	Manatee	117th ST E	117th ST E	3	Standard	LED
US301	Manatee	Feld	Feld	3	Standard	LED
SR 62	Manatee	CR 39	CR 39	1	Standard	HPS
US-41 N	Manatee	Haben Blvd	Haben Blvd	4	Standard	HPS
SR 683	Manatee	15th ST E	15th ST E	1	Standard	LED
SR 70 E	Manatee	9th ST E	9th ST E	2	Standard	LED
US 41	Manatee	69th Ave W	69th Ave W	2	Standard	HPS
US 41	Manatee	Florida Blvd	Florida Blvd	1	Standard	HPS
US 41	Manatee	53rd Ave W	53rd Ave W	4	Standard	HPS
US 41	Manatee	49th Ave Dr W	49th Ave Dr W	1	Standard	HPS
US 41	Manatee	Orlando Ave	Orlando Ave	1	Standard	HPS
US 41/8th Ave W	Manatee	5th ST W	5th ST W	2	Standard	HPS
US 41/8th Ave W	Manatee	7th ST W	7th ST W	1	Standard	HPS
SR 45	Manatee	30th Ave W	30th Ave W	2	Standard	LED
SR 64 E	Manatee	I75 East Ramp	NE Corner All 4 Corners	4	Standard	LED
SR 64 E	Manatee	I75 West Ramp	NE Corner NW Corner	2	Standard	LED
SR 64 E	Manatee	School House Dr	School House Dr	1	Standard	LED
SR 70 E	Manatee	Lakewood Ranch Blvd	Lakewood Ranch Blvd	4	Standard	HPS
15th ST E	Manatee	44th Ave E	44th Ave E	4	Standard	HPS
US Highway 301 N	Manatee	Fort Hamer Rd	Fort Hamer Rd	1	Standard	HPS

**TOTAL # OF LIGHTS
BEING MAINTAINED:**

1,622

RESOLUTION R-20-069**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN TO EXECUTE THE AMENDMENT TO THE STATE HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.**

WHEREAS, the Florida Legislature authorized the Florida Department of Transportation to compensate local government agencies for their operation and maintenance of highway lighting located on the State Highway System; and

WHEREAS, Manatee County has previously entered into agreements with the Florida Department of Transportation setting forth the terms and conditions for Manatee County to maintain highway lighting located on the State Highway System, and to be compensated for the services performed; and

WHEREAS, the previous agreement entered into between Manatee County and the Florida Department of Transportation has been amended; and

WHEREAS, the Florida Department of Transportation has provided the attached Amendment to the State Highway Lighting Maintenance and Compensation Agreement setting for the new terms and conditions for Manatee County to maintain highway lighting located on the State Highway Systems, and to be compensated for the services performed moving forward; and

WHEREAS, the Board of County Commissioners desires for the County to receive compensation for the services to be performed by the County on behalf of the Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, that:

1. The Chairperson is hereby authorized to execute the Amendment to the State Highway Lighting Maintenance and Compensation Agreement with the Florida Department of Transportation.
2. The Chairperson or designee is authorized to transmit the executed agreement and this Resolution to the Florida Department of Transportation.

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon adoption.

BE IT FURTHER RESOLVED that any existing Resolution or portion thereof of the Board of County Commissions which contains terms or provisions which are in direct conflict with and cannot be harmonized with the provisions of the Resolution shall, as to such terms or provisions, be deemed as superseded by this Resolution.

BET IT FURTHER RESOLVED that the provisions of this Resolution are severable such that the invalidity of any one provision shall not operate to invalidate any other provision.

DULY ADOPTED with a quorum present and voting, this 19th day of May, 2020.



BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: *[Signature]*
Chairperson

ATTEST: ANGELINA M. COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *[Signature]*
Deputy Clerk

STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a true and correct copy of the document on file in my office.

<input checked="" type="checkbox"/> No redactions	<input type="checkbox"/> Redacted pursuant to law
<input checked="" type="checkbox"/> Full Document	<input type="checkbox"/> Page ___ of ___
<input checked="" type="checkbox"/> Not LGA	<input type="checkbox"/> Letter of Administration is in full force and effect

Witness my hand and official seal dated 5/20/2020
MANATEE COUNTY CLERK OF COURT
By: *[Signature]*
Deputy Clerk

To: Jamie.Schley@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

ASH38

3/31/2020

CONTRACT INFORMATION

Contract:	ASH38
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	MANATEE COUNTY
Vendor ID:	F596000727031
Beginning Date of This Agreement:	03/30/2020
Ending Date of This Agreement:	03/29/2027
Contract Total/Budgetary Ceiling:	ct = \$438,085.98
Description:	PROJ PARTICIPATION

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 3/31/2020

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55014040110
Expansion Option:	A1
Object Code:	242059
Amount:	\$9,992.98
Financial Project:	41258117802
Work Activity (FCT):	787
CFDA:	
Fiscal Year:	2020
Budget Entity:	55150200
Category/Category Year:	088712/20
Amendment ID:	0001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$9,992.98

To: Jamie.Schley@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

ASH38

3/30/2020

CONTRACT INFORMATION

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Ending Date of This Agreement:	03/29/2027
Contract Total/Budgetary Ceiling:	ct = \$438,085.98
Description:	PROJ PARTICIPATION

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 3/30/2020

Action:	Future Year
Reviewed or Approved:	*REVIEWED
Organization Code:	55014040110
Expansion Option:	A1
Object Code:	242059
Amount:	\$428,093.00
Financial Project:	41258117802
Work Activity (FCT):	787
CFDA:	
Fiscal Year:	2021
Budget Entity:	55150200
Category/Category Year:	088712/21
Amendment ID:	A001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	/04

Total Amount: \$428,093.00

*Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.

Mary Moeller

From: Mary Moeller
Sent: Friday, May 14, 2021 11:12 AM
To: Mary Moeller
Subject: FW: State of Florida Department of Transportation Highway Lighting Maintenance and Compensation Agreement – FY 21/22; CAO Matter No. 2021-0216

From: Pamela DAgostino
Sent: Friday, May 14, 2021 8:58 AM
To: Clarke Davis <clarke.davis@mymanatee.org>
Cc: Scott Hopes <scott.hopes@mymanatee.org>; Karen Stewart <karen.stewart@mymanatee.org>; Chad Butzow <chad.butzow@mymanatee.org>; Alicia Stull <alicia.stull@mymanatee.org>
Subject: State of Florida Department of Transportation Highway Lighting Maintenance and Compensation Agreement – FY 21/22; CAO Matter No. 2021-0216

Dear Clarke:

In this Request for Legal Services (RLS), you have asked the County Attorney's Office (CAO) to review the annual renewal to Exhibit A for the State Highway Lighting, Maintenance, and Compensation Agreement (Agreement) between the County and the State of Florida Department of Transportation (FDOT). The following facts are relevant to my response:

1. Exhibit A establishes the compensation amount for maintenance of street lights for FDOT fiscal year 2021/2022.
2. County staff has reviewed the changes to Exhibit A and finds the inventory quantity to be correct.

I provide the following advice in response to this RLS:

1. Paragraph 2 of the Agreement outlines the process to be followed at the beginning of each fiscal year. Specifically, the FDOT must issue a Work Order which is, among other things, signed by FDOT and reflects the percentage of lighting funded. The Work Order provided for review is not signed by the FDOT and does not specify the percentage of lighting to be funded. Staff should request that the FDOT rectify these deficiencies before presenting the Work Order and Exhibit A to the Board for review, approval, and execution.
2. The notice provision of the Agreement fails to designate upon whom notice to the County should be made. The CAO recommends that staff furnish the FDOT with proper notice pursuant to the terms of the Agreement designating a particular employee within County government (for example, the Director of the Public Works Department) to receive notice on behalf of the County.

There were no specific legal issues raised in the RLS. Therefore, my review has been limited to identifying any errors or omissions that could give rise to a legal claim or case against the County. Provided the legal concerns and issues identified above are addressed consistent with my advice, I have no objection from a legal standpoint to this matter being presented to the Board for review and consideration. I express no opinion as to the business judgment or policy decision of approving

this Work Order or Exhibit A. I have not reviewed or revised the Work Order or Exhibit A for thoroughness, accuracy, typographical errors, or ADA accessibility.

This completes my response to your RLS. Please contact me if you have any questions or if I can be of further assistance.

Sincerely,

Pamela J. D'Agostino
Assistant County Attorney
Manatee County Government
Office of the County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
pamela.dagostino@mymanatee.org
Phone: 941-745-3750
Fax: 941-749-3089

