

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. ASH71
FINANCIAL PROJECT NO. 412583-1-78-02
F.E.I.D. NO. N/A

THIS AGREEMENT, entered into this 24 day of June, year of 2020, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**FDOT**", and POLK 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 \$ 539099.64 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:

Polk County
P.O. Box 988
Bartow, Florida 33831

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.

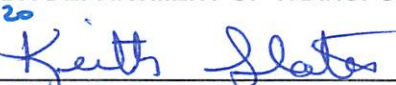
MAINTAINING AGENCY

BY: (Signature) 
(Printed Name: William C. Braswell)
(Printed Title: Chairman)




Date: 5/19/2020

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Sub 6/19/20
BY: (Signature) 
(Printed Name: KEITH SLATER)
(Printed Title: Director of Operations)

Date: 6/24/2020

FDOT Legal Review

BY: (Signature) 
Counsel
(Printed Name: A. DeMerling)

Date: 6/22/20



1/2/50

[Signature]
William C. Brennan
Chairman

1/2/50

[Signature]
Director of Operations

1/2/50

[Signature]

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	1942	HPS	300.10	0.90	524514.78
Underdeck		HPS		0.90	0.00
Sign		HPS		0.90	0.00
High Mast		LED		0.90	0.00
Standard	54	LED	300.10	0.90	14584.86
Underdeck		LED		0.90	0.00
Sign		LED		0.90	0.00

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

Agency Name: POLK COUNTY

State Road Number	County	Begin 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 98	POLK	SR 659	48	STANDARD	HPS
US 92	POLK	Fairway	32	STANDARD	HPS
US 92	POLK	Sante Fe High School	28	STANDARD	HPS
US 92	POLK	Fish Hatchery Rd.	11	STANDARD	HPS
US 98	POLK	Daughtery Road	12	STANDARD	HPS
SR 37	POLK	Lk. Harris Dr.	22	STANDARD	HPS
US 98	POLK	175' South of Hancock Ave	50	STANDARD	HPS
US 98	POLK	375' North of Wallace Rd	51	STANDARD	HPS
US 98	POLK	250' North of Innovation Dr	64	STANDARD	HPS
US 98	POLK	Barney's Pump Place	34	STANDARD	HPS
SR 540	POLK	Reynolds Rd	3	STANDARD	LED
SR 540	POLK	Thornhill	17	STANDARD	HPS
SR 540	POLK	Spirit Lake Road	31	STANDARD	HPS
SR 540 (Cypress Gardens Blvd.)	POLK	Lake Roy Drive	39	STANDARD	HPS
US 92	POLK	West to Recker Hwy.	55	STANDARD	HPS
US 92	POLK	On Overpass - West of Auburndale	5	STANDARD	HPS
US 17	POLK	US 92	13	STANDARD	HPS
US 17	POLK	SR 540	14	STANDARD	HPS
SR 540	POLK	SR 620 (old Recker Hwy.)	18	STANDARD	HPS
SR 655	POLK	Spirit Lake Road	11	STANDARD	LED
SR 559	POLK	South of I-4	10	STANDARD	HPS
SR 559	POLK	North of I-4	4	STANDARD	HPS
US 92	POLK	Berkley Rd.	20	STANDARD	HPS
US 92	POLK	Old Dixie Hwy.	10	STANDARD	HPS
US 17	POLK	S. of Snively Ave. / 655	74	STANDARD	HPS
SR 33	POLK	Dean Still Rd	16	STANDARD	LED
(System) Recker Highway	POLK	Coleman Rd	4	STANDARD	HPS
US27	POLK	SR 540	13	STANDARD	HPS
US27	POLK	SR 544	30	DECORATIVE	HPS
US27	POLK	Ronald Reagan Pkwy/Deen Still Rd.	17	STANDARD	HPS
US27	POLK	Citrus Ridge	33	STANDARD	HPS
US 17/92	POLK	Ronald Reagan/Kinny Harmon	34	STANDARD	HPS
US27	POLK	Four Corners	4	STANDARD	HPS
SR 60	POLK	Bailey Rd. (E)	28	STANDARD	HPS
SR 60	POLK	Willow Oak (W)	27	STANDARD	HPS
SR 37	POLK	Shepherd Rd.	15	STANDARD	HPS
SR 37	POLK	CR 540A (Christina)	12	STANDARD	HPS
SR 60	POLK	Coronet Road	16	STANDARD	HPS
US 98	POLK	500' north of CR 540A	20	STANDARD	HPS
SR 60	POLK	fr Bailey Rd to Old Hwy 37	44	STANDARD	HPS
SR 60	POLK	Jenkins Rd	33	STANDARD	HPS
SR 60	POLK	Kid Ellis Rd	26	STANDARD	HPS
SR 37	POLK	fr Paradise Lakes to S. of Shepherd Rd	36	STANDARD	HPS

State Road Number	County	Begin 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
SR 37	POLK	200' north of Deen Street	16	STANDARD	HPS
SR 37	POLK	CR 640	12	STANDARD	LED
SR 60	POLK	Diesel Rd	4	STANDARD	LED
SR 60	POLK	CR 655	11	STANDARD	HPS
US 17	POLK	91 Mine Road	7	STANDARD	HPS
US 98	POLK	2000' south of Smith Lane	80	STANDARD	HPS
US 98	POLK	100' north of Bartow Memorial	82	STANDARD	HPS
US 98	POLK	Ernest Smith Blvd	32	STANDARD	HPS
SR 60	POLK	Aituras Rd	13	STANDARD	HPS
US 27	POLK	US 98 / 630 (west side)	7	STANDARD	HPS
US 27	POLK	CR 630A	13	STANDARD	HPS
US 27	POLK	US 98 / 630 (east side)	7	STANDARD	HPS
SR 60	POLK	Highland Drive	26	STANDARD	HPS
US 27	POLK	Washington Avenue	7	STANDARD	HPS
US 27	POLK	Thompson Nursery Rd.	12	STANDARD	HPS
SR 60	POLK	Eastbay Blvd.	39	STANDARD	HPS
US 27	POLK	Mountain Lake Cutoff Rd.	16	STANDARD	HPS
SR 60	POLK	800' E. of Golden Bough Rd.	52	STANDARD	HPS
SR 60	POLK	650' E. of Walk in Water Creek	54	STANDARD	HPS
SR 60	POLK	1900' W. of Doherty Rd.	48	STANDARD	HPS
SR 60	POLK	1900' W. of Silvio Rd.	46	STANDARD	HPS
SR 60	POLK	2000' E. of Walk in Water Creek	48	STANDARD	HPS
SR 60	POLK	3100' W. of Sam Keen Rd.	48	STANDARD	HPS
SR 17	POLK	Hunt Brothers Rd	8	STANDARD	LED
SR 659	POLK	North of US 92	54	STANDARD	HPS
SR 659	POLK	South of US 92	78	STANDARD	HPS
US 92	POLK	County Line Rd	4	STANDARD	HPS
SR 542	POLK	Havendale Blvd	85	STANDARD	HPS
Berkley Road	POLK	From 559A to Berkley	3	STANDARD	HPS

1996

RESOLUTION NO. 2020-101

STATE HIGHWAY LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT.

FPID: 412583-1-78-02	COUNTY: Polk
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WHEREAS, the **State of Florida Department of Transportation**, hereinafter referred to as the **FDOT**, proposes to compensate the agencies for maintenance and operation of lighting on the State Highway System, hereinafter referred to as the Project; and

WHEREAS, in order for the **FDOT** to proceed with the Project, it is necessary for the **Polk County Board of County Commissioners**, hereinafter referred to as the **UAO**, to execute and deliver to the **FDOT** the agreement identified as State Highway Lighting, Maintenance, and Compensation Agreement, hereinafter referred to as the "Agreement,"

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That W. C. Braswell, Chair, Polk County Board of County Commissioners be hereby authorized and directed to execute and deliver the Agreement to the **FDOT**.

A certified copy of this Resolution will be forwarded to the FDOT along with the executed Agreement. This Resolution shall be effective immediately upon passage.

IN WITNESS WHEREOF, the Polk County Board of County Commissioners, Polk County, Florida, has duly adopted this Resolution and caused it to be executed. The Resolution was introduced and passed by the UAO on the 16th day of June, 2020.

(Seal)

ATTEST:

By: Alison Holland
Stacy M. Butterfield, County Clerk

POLK COUNTY, FLORIDA

By: W. C. Braswell
W. C. Braswell, Chair, Board of County Commissioners

APPROVED AS TO FORM:

Michael Craig
Michael Craig, County Attorney
Randy Mink
Randy Mink, Deputy County Attorney



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

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

ASH71

4/28/2020

CONTRACT INFORMATION

Contract:	ASH71
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	POLK CO A POLITICAL SUBDIVISION
Vendor ID:	F596000809001
Beginning Date of This Agreement:	04/27/2020
Ending Date of This Agreement:	06/30/2027
Contract Total/Budgetary Ceiling:	ct = \$539,099.64
Description:	PROJ PARTICIPATION

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 4/28/2020

Action:	Future Year
Reviewed or Approved:	*REVIEWED
Organization Code:	55014040110
Expansion Option:	A1
Object Code:	242059
Amount:	\$539,099.64
Financial Project:	41258317802
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: \$539,099.64

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