

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF PRECONSTRUCTION AND DESIGN
COUNTY RESOLUTION
HIGHWAY LIGHTING AGREEMENT

| COUNTY | SECTION | UTILITY JOB NO. | STATE ROAD NO. | COUNTY NAME | PARCEL & R/W JOB NO. |
|--------|---------|-----------------|----------------|-------------|----------------------|
| 78 | 010 | 6527 | 5 | St. Johns | 1 N/A |

WP#5116917

A RESOLUTION AUTHORIZING EXECUTION OF A HIGHWAY LIGHTING AGREEMENT FOR THE ADJUSTMENT, RELOCATION AND/OR INSTALLATION OF A CERTAIN LIGHTING SYSTEM WITHIN THE RIGHT-OF-WAY LIMITS HEREAFTER DESCRIBED, AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. 86-82

ON MOTION OF Commissioner Lydon, seconded by Commissioner Waldron, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation has located and proposes to construct or reconstruct a part of the Highway Lighting System located on State Road 5,

AND WHEREAS, the State of Florida Department of Transportation having requested the County of St. Johns, Florida, to execute and deliver to the State of Florida Department of Transportation a Joint Project Agreement for Highway Lighting, providing for joint responsibilities of the Department and the County, and said request having been duly considered,

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of St. Johns, Florida, that the Chairman and Clerk of the Board of County Commissioners be and are hereby authorized to make, execute and deliver to the State of Florida Department of Transportation a Highway Lighting Agreement for the adjustment, relocation, and/or installation of a certain lighting system within the Right of Way limits of said State Road 5, Section 78010-6527;

BE IT FURTHER RESOLVED that this Resolution be forwarded to the State of Florida Department of Transportation at Tallahassee, Florida.

INTRODUCED AND PASSED by the Board of County Commissioners of St. Johns County, Florida, in regular session, this 8th day of July, 198 6

Board of County Commissioners
of St. Johns County, Florida

Francis N. Subaker
Chairman of the Board of County Commissioners

ATTEST:

Carl B. Mankel
Clerk of the Board of County Commissioners

RESOLUTION NO. 86-82

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF PRECONSTRUCTION & DESIGN
JOINT PROJECT AGREEMENT
HIGHWAY LIGHTING
(County)

| COUNTY | SECTION | UTILITY JOB NO. | STATE ROAD NO. | COUNTY NAME | PARCEL & R/W JOB NO. |
|--------|---------|-----------------|----------------|-------------|----------------------|
| 78 | 010 | 6527 | 5 | St. Johns | 1 N/A |

WP#5116917

THIS AGREEMENT, made and entered into this _____ day of _____, 198____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the DEPARTMENT, and St. Johns County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the COUNTY by Resolution adopted on July 8, 1986, has requested the DEPARTMENT to purchase and install a Highway Lighting System on that portion of State Road No. 5 described as from Lewis Point Road to 1,400 ft North of SR 312

AND WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the lighting system designated by the DEPARTMENT as Job No. 78010-6527, Road No. 5 between Lewis Point Road to 1,400ft North of SR 312, which shall call for the adjustment, relocation and/or installation of Highway Lighting facilities along said highway,

AND WHEREAS, the DEPARTMENT and the COUNTY have determined that it would be to the best interest of the general public and to the economic advantage of both parties to enter into a JOINT PROJECT providing for such work,

NOW, THEREFORE, the premises considered, and in consideration of the sum of One Dollar each to the other in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows;

1. The DEPARTMENT agrees to prepare plans and specifications for the work involved, and advertise for bids for the equipment and materials. The decision as to the type and make of equipment purchased will be the DEPARTMENT'S sole responsibility.
2. All of the work on the lighting system is to be done according to the plans and specifications of the DEPARTMENT which plans and specifications are, by reference hereto, made a part hereof. The DEPARTMENT will be responsible for performing the completed installation.
3. The DEPARTMENT will provide the necessary engineering supervision to assure construction is in compliance with the plans and specifications hereinabove referred to, and will perform the final inspection of the completed project.
4. The COUNTY agrees that the equipment of the lighting system shall remain the property of the DEPARTMENT, and it is hereby understood and agreed that the COUNTY shall not, under any condition, remove the equipment which is the subject matter of this Agreement for any reason without permission and written consent of the DEPARTMENT.

5. The COUNTY further agrees upon completion of the installation, to assume sole responsibility for the maintenance of said lighting system in accordance with the DEPARTMENT'S policies and "Standard Specifications for Highway Lighting."

6. The COUNTY further agrees to be responsible for the payment of all cost for electrical power and/or other electrical charges incurred in connection with the operation of the completed lighting system.

7. The COUNTY hereby agrees to indemnify, defend, save, and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the COUNTY, its agents or employees, or due to any act or occurrence of omission or commission of the COUNTY, its agents or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the DEPARTMENT for its own negligence or breach of contract.

8. All services and work under the construction contract shall be performed to the satisfaction of the DEPARTMENT'S Director of Construction, and he shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract for highway lighting; the prosecution and fulfillment of the services thereunder, and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes thereunder shall be final and conclusive upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Director, of Preconstruction and Design

(SEAL)

ATTEST: _____
Executive Secretary

Board of County Commissioners
St. Johns _____ COUNTY, FLORIDA

BY: Francis D. Brubaker
(Title: Chairman)

(SEAL)

ATTEST: Cheryl Kent
Deputy Clerk

Approved as to Form, Legality and Execution
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____
Assistant Attorney