

RESOLUTION NO. 2024 - 415

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AND DELIVER A LED LIGHTING AGREEMENT BETWEEN ST. JOHNS COUNTY AND FLORIDA POWER & LIGHT COMPANY FOR THE INSTALLATION OF LIGHTING FACILITIES AT A1A AND SURFSIDE.

RECITALS

WHEREAS, Florida Department of Transportation (FDOT) and St. Johns County have held an agreement for State Highway Lighting Maintenance and Compensation (Res. 2021-493) for several years and is included within the Public Works annual budget; and

WHEREAS, FDOT has informed the County of their intent to place new turtle friendly street lights located on SR A1A and Surfside within St. Johns County; and

WHEREAS, the County needs to enter into an agreement with Florida Power & Light Company ("FPL") for the installation of lighting facilities and the County will maintain the lights once installed; and

WHEREAS, the Board of County Commissioners has reviewed the agreement and determined executing the agreement will serve the best interest of St. Johns County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as findings of fact.

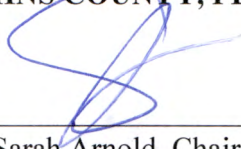
Section 2. The Board of County Commissioners hereby approves and authorizes the County Administrator, or designee, to execute and deliver a LED Lighting Agreement between St. Johns County and FPL, in substantially the same form as attached hereto.

Section 3. To the extent that there are typographical, administrative, or scrivener's errors that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 1st day of October, 2024.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

Rendition Date OCT 07 2024

By: 
Sarah Arnold, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court and Comptroller

By: Crystal Smith Deputy
Clerk





FPL Account Number: 2193002512

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter called the Customer), requests on this 13th day of August, 2024, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) SR A1A and Surfside, located in Saint Augustine, Florida.

- (a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
RSW XL Turtle Friendly Roadway Gray Rear Shield	144	3544	594nM	1	
RSW XL Turtle Friendly Roadway Gray Front Shield	144	2706	594nM	1	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
Standard Concrete 30' Side Arm Mount	2	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): FDOT will pay the CIAC of \$455.40 upon completion of the project. (2) 30' Standard Concrete Poles with (1) 12' arms. (1) 6' Arms

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$14.88. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: Scot Thrapp
(Signature)

Scot Thrapp
(Print or type name)

Title: FPL LT-1 Representative

INACCESSIBLE 13 kV FUTURE 23 kV 23 kV SALT SPRAY



FPL Construction Symbols

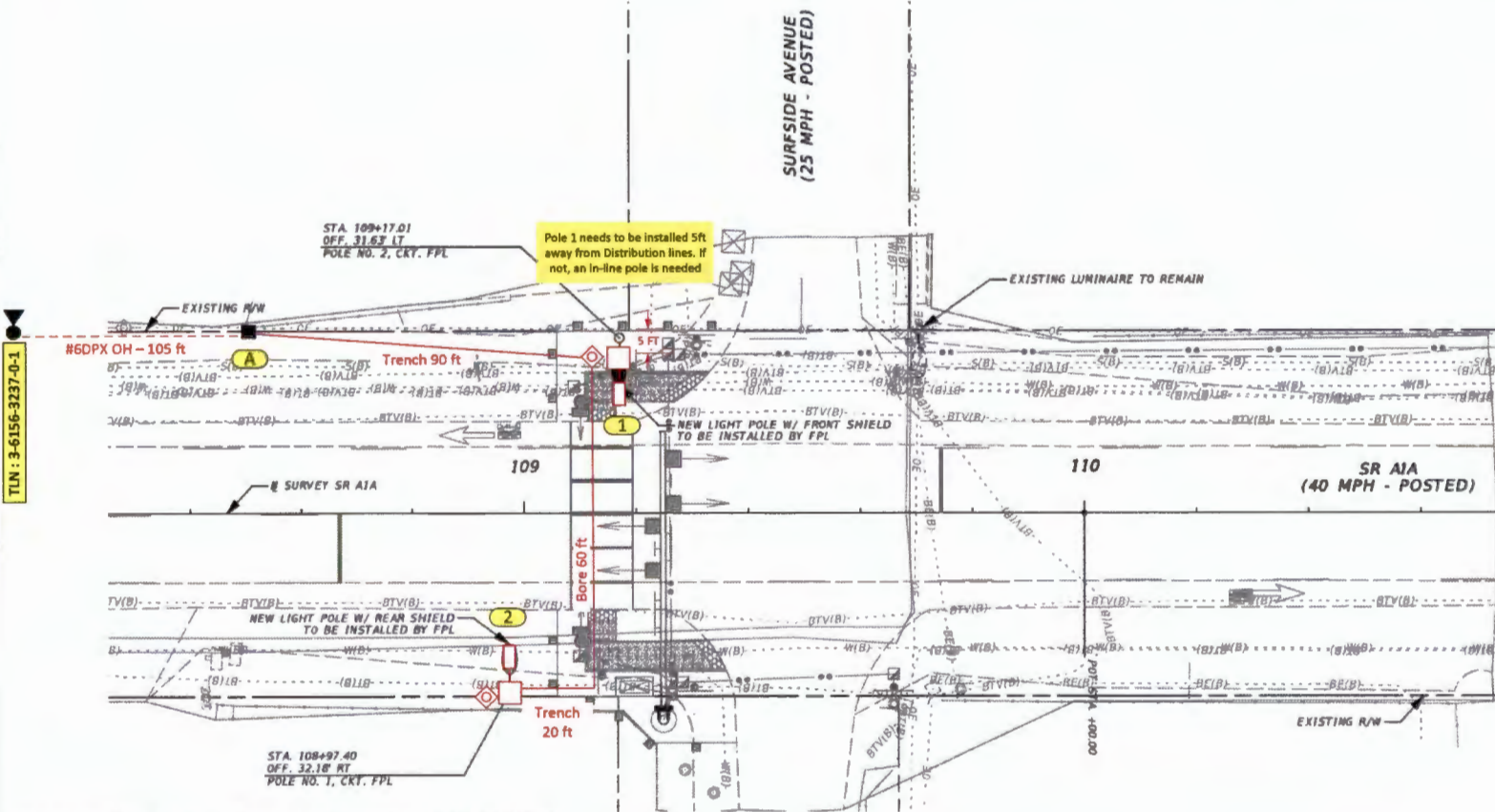
- = Proposed OH conductor
- = Proposed UG PVC & cable
- = Proposed Street Light
- = Proposed Street Light Concrete Pole
- = Proposed 17" Handhole
- = Existing Concrete Pole
- = Existing Wood Pole
- = Existing Transformer

Feeder: 102637

Product summary			
Symbol	Description	Watts	Quantity
	Cree RSW Turtle Friendly AMB XL (Front Shield)	144	1
	Cree RSW Turtle Friendly AMB XL (Rear Shield)	144	1
	30' Arm Mount Concrete Pole	N/A	2

AS-BUILT CREW PRINT		ALL DIMENSIONS SHOWN HAVE BEEN MEASURED & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS		JOB CUSTODIAN COMPLETE AS SHOWN ON THIS AS-BUILT PRINT. ALL TERMS CHANGED SHOWN ON LOGS		AS-BUILT COPY			
FORWARDER'S SIGNATURE		DATE		FORWARDER'S SIGNATURE		DATE			
SUPERVISOR'S SIGNATURE		DATE		SUPERVISOR'S SIGNATURE		DATE			
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Survey/State? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Work with SMD? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	FPL					FDOT 444070-3-52-01 SR A1A	
City: WMD County Rd. RR Xing County Air State Road FAA Transm.	DR. Dist.		Install 2 New Lights v/o 101 Surfside Ave, Sant Augustine, FL 32084					Date: 06/06/24	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Title: Attachment Per		Designed by: Jessica Builes		Date: 06/06/24				
POLE LINE FEET: 0' POLE LINE FT. CW TRANSM. POLES: 0'	DUCT BANK FT.: 0' TRENCH FT.: 0'		Rural Location Sec. xx TWP. xx S, RGE. xx E.		Dwg No. 1 OF 2				
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:		SCALE: N.T.S. St. Lt MAP No. MAP# Pri Map No. XXXXXX M/A XX			

INACCESSIBLE
 13 kV
 FUTURE 23 kV
 23 kV
 SALT SPRAY



Trench = 110 ft
 Bore = 60 ft
 UG footage = 170 ft
 OH footage = 105 ft

Construction Notes: (FPL contractor installing conduit and handholes)

- Loc. 1: Install (1) Cree RSW Turtle Friendly AMB XL 144W 6,111 Lumens (Front Shield) with 6' Arm Bracket on NEW 30' Arm Mount Concrete Pole
- Loc. 2: Install (1) Cree RSW Turtle Friendly AMB XL 144W 6,111 Lumens (Rear Shield) with 12' Arm Bracket on NEW 30' Arm Mount Concrete Pole
- Loc. A and B: Install a 2" Riser

FPL contractor to install 2" flex pipe with 24" minimum cover as shown in the drawing using directional bore. Verify fixture is working correctly after installation. Check 120V to terminal blocks.
 - FPL crew to run #6 DPX UG cable and do terminations at all locations shown in the drawing.
 - Customer responsible for any restoration required. All hand-holes to be 17" unless noted.

FPL LED Representative: Scot Thrapp

FDOT permit required

AS-BUILT CREW POINT		ALL REQUIRED DRAWING NOTES HAVE BEEN DRAWN & VIEWED TO BE WITHIN PLS TOLERANCES, VALUES ARE SHOWN AT ALL LOCATIONS		FPL CONTRACTOR'S SIGNATURE		DATE		AS-BUILT COPY	
FPL CONTRACTOR'S SIGNATURE		DATE		FPL CONTRACTOR'S SIGNATURE		DATE		AS-BUILT COPY	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Survey/State? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Designer/State? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Work with SMD? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	FPL		FDOT 444070-3-52-01 5R A1A Install 2 New Lights v/o 101 Surfside Ave, Sant Augustine, FL 32084				
City: WMD County Rd: RR Xing County Air: DR. Dist. State Road: Transm. FAA:	Requested Tol. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Requested Tol. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Requested CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tel. Attachment Per: _____ Telephone Co. Job No: _____		Designed by: Jessica Builes Drawn by: XX Rural Location Sec. xx TWP. xx S. RGE. xx E.	Date: 06/06/24 Check by: _____ Dwg No. 2 OF 2			
POLE LINE FEET: 0' POLE LINE FT. ON TRANSM. POLES: 0'	DUCT BANK FT.: 0' TRENCH FT.: 0'	SCALE: N.T.S. TLM/LDS MODEL No. -		St. Lt MAP No. MAP# Pri Map No. XXXXXX	Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by: WR XXXXXXXX	M/A XX			

RESOLUTION NO. 2021- 493

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF A STATE HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT (ASO81) WITH THE STATE OF FLORIDA'S DEPARTMENT OF TRANSPORTATION; AND AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.

RECITALS

WHEREAS, St. Johns County ("County") and the Florida Department of Transportation ("FDOT") have an existing State Highway Lighting Maintenance and Compensation Agreement (Financial Project #41442017801; Contract ARB59); and

WHEREAS, FDOT has updated the agreement for Fiscal year 2021-2022 and updated the Contract Number to ASO81; and

WHEREAS, the County has been providing State Highway Lighting Maintenance by the current agreement, approved by Resolution 2014-166, which is replaced and superseded by the new State Highway Lighting Maintenance and Compensation Agreement, attached hereto as Exhibit A; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the new State Highway Lighting Maintenance and Compensation Agreement; and

WHEREAS, the County has determined that the terms of the State Highway Lighting Maintenance and Compensation Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the State Highway Lighting Maintenance and Compensation Agreement with the State of Florida's Department of Transportation, and authorizes the Chair of the Board of County Commissioners to execute the Agreement on behalf of the County for the purposes mentioned above and in substantially the form and format as attached.

Section 3. The Clerk is instructed to have two (2) copies of the original State Highway Lighting Maintenance and Compensation Agreement executed by the Chair and mailed to:

State of Florida Department of Transportation
Attn: Travis Humphries, P.E.
D2 Director of Operations

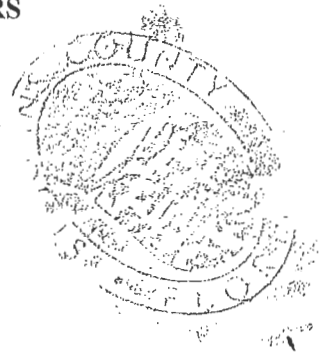
FL Dept. of Transportation
1109 S Marion Ave MS-2009
Lake City, FL 32025

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of November, 2021.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: Henry Dean
Chair, Henry Dean



ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller

By: Rebecca L. Patty
Deputy Clerk

RENDITION DATE NOV 18 2021



Florida Department of Transportation

RON DESANTIS
GOVERNOR

District Maintenance Contracts Office
1109 South Marion Avenue, MS 2010
Lake City, Florida 32055

KEVIN J. THIBAUT, P.E.
SECRETARY

April 14, 2021

St. Johns County
P.O. Box 349
St. Augustine, Florida 32085-0349

New Contract No: TBD
Old Contract No. ARB59
Financial Project No. 41442017801
Description: State Highway Lighting, Maintenance and Compensation Agreement
Contract Period July 1, 2021 through June 30, 2028

Agency Partner,

Attached is the new Highway Lighting, Maintenance, and Compensation Agreement. It has been updated and improved to provide more flexibility in the prosecution and progress of the work. Once executed it will supersede the existing agreement (Item 7 c.).

Some of the changes include:

- The term of this agreement has been adjusted to be seven years. (Item 1 Section E); the existing agreement is essentially open-ended with automatic renewals.
- This new version authorizes your Agency to submit reimbursement claims to all third parties responsible for the damage; this allows you to pursue recovery from insurance agencies and individuals responsible for damage to the highway lighting system (Item 2).
- The current Agreement does not provide for an opt-out option. This new version allows either party to terminate the Agreement by a written notice. (Item 1 Section E).
- Prior to the beginning of each agreement year, it requires the Maintaining Agency to submit an amended Exhibit A to account for any new lights that have come on-line. (Item 2)
- Exhibit A was updated to better clarify the features covered and compensation amount.

Attached, for comparison, is the current agreement information and the new agreement language and exhibits. Please fill out and sign the agreement, complete the spreadsheet, and return to my attention no later than May 31, 2021. This will give us time to execute the new agreements prior to the expiration of the existing agreement year.

Please attach the appropriate documentation for signature authority or a resolution for the individual executing the agreement.

The total payment amount for each Fiscal Year is calculated by inputting the actual number of qualifying types of lights and multiplying by the Unit Rate and 90%. Example: 330 (lights) x \$291.26 x 0.90 (90% Requirement) = \$86,533.92

Should you not wish to execute the new agreement please let us know and we shall continue to operate under the terms of the original agreement.

If you have any questions, please see the contact information below.

Sincerely,

Sandra Brink
District 2 Maintenance Contracts
sandra.brink@dot.state.fl.us
(386)961-7585

Lisa Butler
District 2 Maintenance Contracts
lisa.butler@dot.state.fl.us
(386)961-7382

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

375-020-52
MAINTENANCE
OGC - 02/21
Page 1 of 8

CONTRACT NO. ASO81
FINANCIAL PROJECT NO. 41442017801
F.E.I.D. NO. F59-6000825-001

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**FDOT**", and St. Johns 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 \$ 65,652.84 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:

St. Johns County
Duane Kent County Engineer
PO Box 349
St. Augustine, Florida 32085-0349

FDOT:

Florida Department of Transportation
District Maintenance Contracts, MS- 2010
1109 South Marion Avenue
Lake City, Florida 32055

- 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**

375-020-52
MAINTENANCE
OGC - 02/21
Page 7 of 8

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: Jeremiah R. Blocker)

Date: _____

(Printed Title: Chair)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

(Printed Name: Travis Humphries, P.E.)

Date: _____

(Printed Title: D2 Director of Operations)

FDOT Legal Review

BY: (Signature) _____

Counsel

Date: _____

(Printed Name: Melissa Blackwell Angela Hensel)

Exhibit A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
 For Fiscal Year 21/22

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. See Attached Lighting Inventory Sheet
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 \$309.10 in fiscal year 21/22 shall increase to \$318.37 in fiscal year 22/23.

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 \$_____ (unit rate) x 0.90 (90% requirement) = \$ 0.00

Type of Light	# of lights	LED or HPS	Unit rate	%	Total
High Mast		HPS			0.00
Standard		HPS			0.00
Underdeck		HPS			0.00
Sign		HPS			0.00
High Mast		LED			0.00
Standard		LED			0.00
Underdeck		LED			0.00
Sign		LED			0.00

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

ST. JOHNS COUNTY

Hank Mein, Public Works 904-209-0173 - Duane Kent, County Engineer

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
SR 5 (US 1 south)	St. Johns	Nix Boat Yard Road	Lewis Pt. Road	63		
SR A1A May Street / Vilano Bridge	St. Johns	Boat Ramp Entrance	A1A Coastal Highway	43		
SR 207	St. Johns	City Limits	City Limits	58		
SR A1A Southbound	St. Johns	Sandpiper Street	South of Owen Avenue	36		
SR A1A Northbound	St. Johns	South of Owen Avenue	Ocean Drive	36		
TOTAL # OF LIGHTS BEING MAINTAINED:				236		