

MEMORANDUM OF AGREEMENT

FOR

**ROADWAY LIGHTING ON STATE ROUTE 12/COVINGTON HIGHWAY from S.
HAIRSTON ROAD TO PANOLA ROAD, DECATUR, GA., DEKALB COUNTY**

CONSISTING OF

Sixteen (16) new 120W LED luminaries on sixteen (16) existing poles and by Permit No. 1255034 along State Route 12/Covington Highway, from S. Hairston Road to Panola Road, Decatur, GA, DeKalb County.

BETWEEN

DeKalb County, acting by and through its Board of Commissioners, hereinafter called the **COUNTY**, and the Department of Transportation, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**.

RELATIVE TO

The **COUNTY** is requesting to install sixteen (16) new 120W LED luminaries on sixteen (16) existing poles by Permit No. 1255034 along State Route 12/Covington Highway, from S. Hairston Road to Panola Road, Decatur, GA, DeKalb County.

I. IT IS THE INTENTION OF THE PARTIES:

A. That the **COUNTY**, only to the extent that it may be bound by contracts that may hereafter be entered into, shall be responsible for the following:

1. The **COUNTY** shall Install, Locate, Provide the Energy, Operate, Maintain and Design additional roadway/pedestrian lighting in accordance with the Georgia Department of Transportation's Design Policy Manual, to sixteen (16) new 120W LED luminaries on sixteen (16) existing poles by

Permit No. 1255034 along State Route 12/Covington Highway, from S. Hairston Road to Panola Road, Decatur, GA, DeKalb County.

2. The **COUNTY**, in its operation and maintenance of the lighting systems, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the **DEPARTMENT**.

3. The **COUNTY** shall at all times indemnify and save harmless the **DEPARTMENT** and the State of Georgia, to the extent allowed by law, from any and all responsibility for damages or liability, or both, which may result from the installation, construction, reconstruction, operation, maintenance or repair, or any combination of any of the foregoing.

4. The **COUNTY** assumes full responsibility for the requirements of the Georgia Utility Facility Protection Act.

II. IT IS FURTHER AGREED, that the **DEPARTMENT**, only to the extent that it may be bound by contracts which may hereafter be entered into, shall reserve the right to remove the aforementioned lighting upgrades in the event that the **COUNTY** elects to de-energize or fails to properly maintain any individual component within the systems or the complete system(s) including poles, mast arms, luminaires, foundations and associated wiring. In addition, the **DEPARTMENT** reserves the right, at its sole discretion, to remove or replace any lighting upgrades where the public safety is at any time compromised by the actions or inactions of the **COUNTY**.

III. IT IS FURTHER AGREED, that this Agreement shall remain in effect for a period of fifty (50) years.

IV. IT IS FURTHER AGREED, the covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

This document is a **Memorandum of Agreement** expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity, which the party is required by law to contract to undertake as part of any other program, which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or any other activity.

IN WITNESS WHEREOF, the parties hereto have executed this **Memorandum of Agreement** to be executed by their duly authorized officials, and their respective seals attached hereto.

Signed and delivered
this _____ day of _____,
202_, in the presence of:

GEORGIA DEPARTMENT OF TRANSPORTATION

STATE UTILITIES ENGINEER

WITNESS

REQUESTED BY: DEKALB COUNTY, GEORGIA

BY: _____
TITLE: _____

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC
My Commission Expires: _____

(OFFICIAL SEAL-DEKALB COUNTY, GA.)

SWORN TO AND SUBSCRIBED BEFORE
ME ON THIS _____ DAY OF _____,
202_.

This Agreement approved by the
Board of Commissioners at a meeting
held at _____ on
the ___ day of _____, 202_.

Attest:
BY: _____
Board Secretary

3/21/2022 CW

Permit 1255034, GPC

Panola Rd to S. Hairston Rd., SR 12

Permit 1255034,
Georgia Power
Company, SR 12/
Covington Highway
from Panola Road to
S. Hairston Road,
Decatur, GA Install
16 each .120W LED
luminaries on
existing poles

Legend

 Covington Hwy

