



Interoffice Memorandum

September 13, 2019

AGENDA ITEM

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director
Community and Family Services Department

FROM: **Matt Suedmeyer, Manager**
Parks and Recreation Division
(407) 836-6202

SUBJECT: **Consent Agenda Item – September 24, 2019**
Coast to Coast Trail Gap Segment One Project Agreement
Project Number FM 436435-1-52-01

Approved for Lonnie

The Florida Department of Transportation (FDOT) is requesting that the Orange County Parks and Recreation Division enter into an off system project agreement for the long-term maintenance of the Coast to Coast Trail Orange County Gap Segment One, starting at Clarcona-Ocoee Road and ending at West Orange Trail at Apopka Vineland Station. The project design phase is nearing finalization and will include a 12' wide paved, multi-use trail. All phases of the project, including design, construction, and any necessary reconstruction, are being funded by FDOT.

FDOT requires the executed agreement, with the accompanying resolution approving the agreement and consenting to FDOT acting on Orange County's behalf, prior to awarding construction, which is anticipated to go out to bid in January of 2020. The agreement outlines the responsibilities of participating agencies. The agreement has been reviewed, revised, and approved by the County Attorney's Office, Risk Management, and Real Estate Management.

ACTION REQUESTED: Approval and execution of 1) Off System Construction and Maintenance Agreement between State of Florida, Department of Transportation (“Department”) and Orange County, Florida, a Charter County and political subdivision of the State of Florida (“Local Government”) FM#: 436435-1-52-01 and 2) Resolution of the Orange County Board of County Commissioners regarding the Off System Construction and Maintenance Agreement with the Florida Department of Transportation for the Coast to Coast Trail Orange County GAP Segment 1 Project.

MS/rr:jam

Attachment

c: Randy Singh, Deputy County Administrator
Yolanda Brown, Fiscal Manager, Community and Family Services
Auria Oliver, Management and Budget Advisor

OFF SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT

Between

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
("DEPARTMENT")**

and

ORANGE COUNTY, FLORIDA,

a Charter County and political subdivision of the State of Florida

("LOCAL GOVERNMENT")

WHEREAS, the State of Florida Legislature has approved and mandated the DEPARTMENT to complete the various projects included in the DEPARTMENT'S Work Program; and

WHEREAS, included in the DEPARTMENT'S Work Program is Project Financial Management Number 436435-1-52-01 (Coast to Coast Trail Orange County Gap Segment One from Clarcona-Ocoee Road to West Orange Trail) located in Orange County, Florida, hereinafter referred to as the "Project", some or all of which, is not on the State Highway System; and

WHEREAS, the parties hereto agree that it is in the best interest of the DEPARTMENT and of the LOCAL GOVERNMENT for the DEPARTMENT to act on behalf of the LOCAL GOVERNMENT in completing all aspects of any portion of the Project not on the State Highway System, including, but not necessarily limited to (1) the acquisition of real property through voluntary acquisition and through the use of the power of eminent domain, if necessary, to complete this Project as authorized by §336.467, Florida Statutes; and (2) constructing the Project through its completion and (3) providing Construction Engineering Inspection (CEI) as necessary for the Project:

NOW THEREFORE.

1. The parties agree that the DEPARTMENT shall undertake and complete the Project. The Project shall include the tasks described in Exhibit "A" hereto and all other tasks associated with or arising out of the tasks listed therein. The LOCAL GOVERNMENT shall fully cooperate with and shall support the DEPARTMENT'S work efforts in these regards. The LOCAL GOVERNMENT hereby grants to the DEPARTMENT, its Contractors, representatives, employees and agents the right to enter onto LOCAL GOVERNMENT property to accomplish the tasks required by the Project. The DEPARTMENT shall have final decision-making authority with respect to the design of the Project, the design review process, acquisition of property necessary for this Project, and for construction of the Project.

2. The LOCAL GOVERNMENT by virtue of the formal resolution approving this Agreement consents to and authorizes the DEPARTMENT to act on behalf of, for the benefit of, and in the name of the LOCAL GOVERNMENT, to further do all acts necessary, specifically the construction of improvements in the name of the DEPARTMENT for the benefit of the LOCAL GOVERNMENT, including acquiring all necessary right of way, securing all environmental and regulatory permits, acquiring all necessary easements and temporary construction easements, and rights of entry associated with and necessary for the Project. Any and all right of way for the

portion of the Project not located on the State Highway System may, in the discretion of the DEPARTMENT, be acquired either directly in the name of the LOCAL GOVERNMENT or in the name of the DEPARTMENT any subsequently conveyed by the DEPARTMENT to the name of the LOCAL GOVERNMENT.

3. To the extent necessary, the LOCAL GOVERNMENT hereby appoints the DEPARTMENT as its agent for purposes of construction, reconstruction, and relocation of utilities under Sections 337.403 and 337.404, Florida Statutes. The LOCAL GOVERNMENT agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction, and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction, and post-construction phase to identify, plan, and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law. The parties acknowledge and agree that the DEPARTMENT may be utilizing federal highway interstate funds and as such, the cost of utility relocation may be considered a part of the cost of the Project to be paid by the DEPARTMENT.

4. The LOCAL GOVERNMENT acknowledges that the DEPARTMENT may be utilizing federal funds on the Project and as a result thereof, the LOCAL GOVERNMENT agrees to maintain those portions of the Project that are located within the jurisdictional limits of the LOCAL GOVERNMENT'S road in perpetuity. The LOCAL GOVERNMENT further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the Project that the NEPA process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or the design of the Project to meet the needs of the permits and to be compliant with the NEPA process. The LOCAL GOVERNMENT agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

5. The parties hereto acknowledge that the LOCAL GOVERNMENT is the owner and holder of certain rights in portions of the property and acknowledges that the right of way and the improvements and structures to be located within the right of way, are and will remain under the ownership and control of the LOCAL GOVERNMENT and that the DEPARTMENT will not have any ownership interest in the right of way, improvements, or structures located thereon. Notwithstanding the requirements hereof, maintenance during construction of the Project shall be the responsibility of the DEPARTMENT and its Contractor.

6. The parties understand and agree that the DEPARTMENT and the LOCAL GOVERNMENT shall cooperate with and keep each other well informed of the work efforts and progress hereunder. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements associated with construction of the Project.

7. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties, if any, shall be made in the name of and for the benefit of the LOCAL GOVERNMENT.

8. The DEPARTMENT shall require its Contractor to provide insurance as required by the DEPARTMENT construction contract specifications.

9. Project Completion

9.1 Upon completion of the Project, but prior to the issuance of the Notice of Final Acceptance, the DEPARTMENT shall submit to the LOCAL GOVERNMENT written notice that:

- A.
 - 1. Project Contract Document requirements have been met.
 - 2. Work has been inspected for compliance with Project Contract Documents.
 - 3. Work has been completed in accordance with Project Contract Documents.
 - 4. Equipment and systems have been tested in the presence of LOCAL GOVERNMENT'S representative and are operational.
 - 5. All minor deficiencies have been corrected or completed and the Project is ready for final inspection.
 - 6. All operation and maintenance manuals have been submitted and are acceptable.
 - 7. Project record documents are complete and submitted.
- B. LOCAL GOVERNMENT will make an inspection with the DEPARTMENT to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the parties agree that the Project is incomplete or defective:
 - 1. The DEPARTMENT shall remedy any deficiencies, and send a second written notification to the LOCAL GOVERNMENT that the Project is complete.
 - 2. If necessary, the LOCAL GOVERNMENT will re-inspect the Project with the DEPARTMENT.
- D. Upon completion, the DEPARTMENT shall issue a Notice of Final Acceptance to the DEPARTMENT'S Contractor with a copy of said notice being provided to the LOCAL GOVERNMENT.

9.2 Upon completion of the Project, the DEPARTMENT shall issue a Notice of Final Acceptance to the Contractor with a copy of said notice being provided to the LOCAL GOVERNMENT. Upon issuance of the Notice of Final Acceptance, the LOCAL GOVERNMENT shall be immediately responsible for the perpetual maintenance of the Project.

The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the LOCAL GOVERNMENT for specified portions of the Project before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the LOCAL GOVERNMENT in writing with sufficient description to place the LOCAL GOVERNMENT on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the Contractor. Additionally, the LOCAL GOVERNMENT understands and agrees that the DEPARTMENT shall transfer all permits to the LOCAL GOVERNMENT as the operational maintenance entity and the LOCAL GOVERNMENT agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

9.3 The LOCAL GOVERNMENT agrees to maintain the Project in accordance to the maintenance requirements described in Exhibit "B", attached hereto.

10. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the Project is completed by the DEPARTMENT and the improvements have been turned over to the LOCAL GOVERNMENT by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

11. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to 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 LOCAL GOVERNMENT in conjunction with this Agreement except for the obligation of the LOCAL GOVERNMENT to maintain the Project and said Agreement shall be perpetual as to that obligation.

12. If any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the LOCAL GOVERNMENT to enter into this Agreement or to undertake the Project, the LOCAL GOVERNMENT will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

13. It is understood that the DEPARTMENT'S participation in said Project is subject to:

- a.) Legislative approval of the DEPARTMENT'S appropriation request in the work program year that the Project is scheduled;
- b.) Availability of funds based on the following limitations:
 - i.) The DEPARTMENT'S performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature. If the DEPARTMENT'S funding for this Project is in multiple years,

funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

ii.) In the event this Agreement is in excess of \$25,000.00 and has a term of a period of more than one year, the provisions of §339.135(6)(a), Florida Statutes, are hereby incorporated. The DEPARTMENT, 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 is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT 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 one (1) year, but any contract so made shall be executor only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT, which are for an amount in excess of \$25,000.00 and which have term for a period of more than one (1) year."

14. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

15. The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- a.) All persons employed by the LOCAL GOVERNMENT during the term of the Contract to perform employment duties within Florida; and
- b.) All persons, including, subcontractors, assigned by the LOCAL GOVERNMENT to perform work pursuant to the contract with the DEPARTMENT.

16. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, express mail or electronic mail (e-mail) and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this Agreement. Unless otherwise notified in writing, notices shall be sent to the following:

To the LOCAL GOVERNMENT:
Cedric M. Moffett, GISP, Principal Planner
(parks@ocfl.net)
Regina Ramos, Project Manager, Planning & Development
(parks@ocfl.net)
Orange County Parks and Recreation Division
4801 W. Colonial Drive

Orlando, Florida 32808

To the DEPARTMENT:
District Five- Local Programs
D5-LocalPrograms@dot.state.fl.us
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720

17. No modification of this Agreement shall be binding on the parties unless reduced to writing and signed by a duly authorized representative of the parties.
18. In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.
19. The individual identified as the person to receive notice hereunder shall have the authority to act on behalf of and to bind the LOCAL GOVERNMENT and the DEPARTMENT, respectively, as to all determinations required to be made under the terms of this Agreement.

To the LOCAL GOVERNMENT:
Cedric M. Moffett, GISP, Principal Planner
(parks@ocfl.net)
Regina Ramos, Project Manager, Planning & Development
(parks@ocfl.net)
Orange County Parks and Recreation Division
4801 W. Colonial Drive
Orlando, Florida 32808

To the DEPARTMENT:
State of Florida, Department of Transportation
Alan E. Hyman, P.E., Director of Transportation Operations
719 South Woodland Boulevard
DeLand, Florida 32720

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited, by the signatures below.

COUNTY
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Bryan W. Brooks*
for Jerry L. Demings
Orange County Mayor

Date: 24 Sep 19

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Alan E. Hyman
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Alan E. Hyman, P.E.
Director of Transportation Operations

Date: 10/2/2019 | 4:17 PM EDT

ATTEST: Phil Diamond, CPA, County
Comptroller, as Clerk of the Board of
County Commissioners

By: *Katie Smith*
Deputy Clerk

Print name: Katie Smith

Department Legal Review:
DocuSigned by:
Daniel McDermott
585E81E26BBA45C...
Attorney

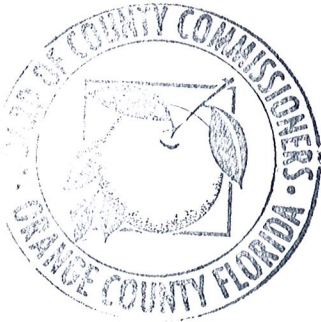


Exhibit "A"
SCOPE OF SERVICES
FM#: 436435-1-52-01

Orange County Gap Segment One will connect the Clarcona-Ocoee Road and West Orange Trail. The northern portion of the Project is within Orange County's West Orange Trail: Apopka-Vineland Outpost. This scenic 845-ft long, 12-ft wide asphalt trail will complete a gap along the Coast to Coast Trail system in Orange County, Florida.

The DEPARTMENT'S plans for the above described Project are identified as plans prepared by Landis Evans & Partners, Inc., dated June 14, 2019, for Project Financial Management Number 436435-1-52-01. A copy of the coversheet of the plans is attached hereto as Exhibit "A-1", which plans are incorporated herein by reference.

Exhibit “A-1”
Project Plans
FM#: 436435-1-52-01

The Contract Plans for the construction of Project Financial Management Number 436435-1-52-01, Coast to Coast Trail Orange County Gap Segment One, are identified herein by attaching the cover sheet of said plans and by such, the entire set of Contract Plans are incorporated by reference.

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	TYPICAL SECTION
5	GENERAL NOTES
6 - 7	ROADWAY PLAN PROFILES
8	ROADWAY SOIL SURVEY
9 - 12	CROSS SECTIONS
13	EROSION CONTROL PLAN
SQ-1 SQ-3	SUMMARY OF QUANTITIES
CTL 1 CTL 3*	PROJECT NETWORK CONTROL SHEETS

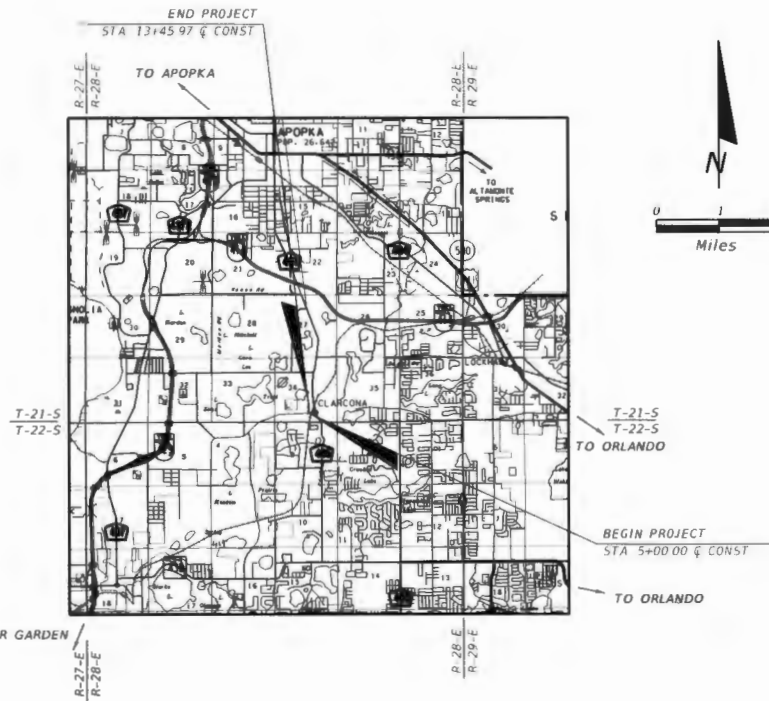
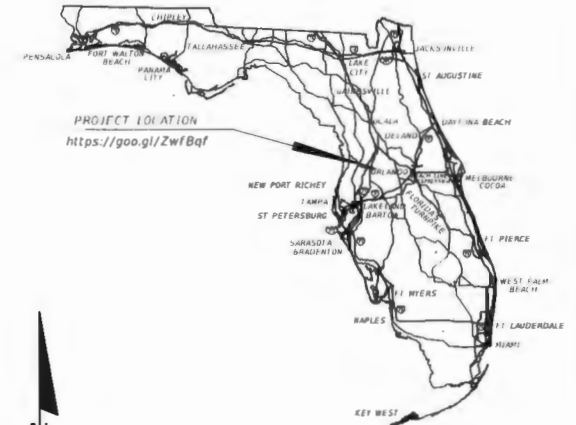
* These sheets are included in the Index of Roadway Plans only to indicate that they are part of the Roadway Plans. These sheets are contained in a separate digitally signed and sealed document.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 436435-1-52-01
(FEDERAL FUNDS)

ORANGE COUNTY (N/A)
STATE ROAD NO. (N/A)



ROADWAY PLANS
ENGINEER OF RECORD:

THEODORE A. PETRITSCH, P.E. NUMBER: 48857
LANDIS EVANS + PARTNERS, INC
18115 U.S. HIGHWAY 41 NORTH, SUITE 600
LUTZ, FLORIDA 33549
(888) 462-3514
CONTRACT NUMBER C9K79
VENDOR NUMBER: F592200597
CERTIFICATE OF AUTHORIZATION #4548

FDOT PROJECT MANAGER:
ANTHONY MILLER, P.E.

GOVERNING DESIGN STANDARDS:

Florida Department of Transportation, FY2018 19 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans/>

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, JANUARY 2019 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

CONSTRUCTION CONTRACT NO	FISCAL YEAR	SHEET NO.
T5618	20	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Exhibit “B”
MAINTENANCE MEMORANDRUM OF AGREEMENT
FOR OFF-SYSTEM MULTI-USE TRAIL PROJECT
FM#: 436435-1-52-01

1. The LOCAL GOVERNMENT acknowledges that the DEPARTMENT will require the LOCAL GOVERNMENT to maintain the entire Multi-Use Trail Project, as depicted in the Construction Plans and Specifications of FPN # 436435-1-52-01 Coast to Coast Trail Orange County Gap Segment One from Clarcona-Ocoee Road to West Orange Trail, (as updated or shown as modified in the As-Built Plans) for the useful life of the Multi-Use Trail Project, according to the DEPARTMENT standards, which include, but are not limited to, the Americans with Disabilities Act, Design Standards, and the Standard Specifications, and as amended from time to time.

2. Maintenance items to be maintained by the LOCAL GOVERNMENT shall include, but not be limited to: vegetation management, ornamental landscaping, trail heads, bathroom facilities, parking facilities, repair of slopes/erosion, removal of graffiti, boardwalks, gravity walls, sea walls, traffic barriers, railings, guardrail, signing, pavement markings, pedestrian/bicycle signals, lighting, benches, litter receptacles, aesthetic features, and all other features of the Multi-Use Trail Project. The LOCAL GOVERNMENT shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The LOCAL GOVERNMENT shall trim landscaping, mow, sweep, edge and provide weed control along the Multi-Use Trail Project corridor from Clarcona-Ocoee Road to West Orange Trail. The LOCAL GOVERNMENT shall ensure the safety of the Public by repairing slope erosion and maintaining signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, pavers, crosswalks, bollards, delineators, walls, railings, barriers, guardrail, lighting, pedestrian/bicycle signals and any other safety features within the Multi-Use Trail Project corridor in accordance with DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain paint on railings, sign poles, structures, etc. within the Multi-Use Trail Project corridor. Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind and to DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain all landscaping to DEPARTMENT standards or higher and all irrigation systems in good operational condition. The LOCAL GOVERNMENT shall maintain and repair the Multi-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.

3. The Parties acknowledge and agree that the design plans for the Multi-Use Trail Project may not yet be finalized and are subject to review by the Department. Upon completion of the Multi-Use Trail Project, the parties shall amend this Agreement to attach the

latest version of the construction plans for the Multi-Use Project to this Agreement in order to show the extent of the Multi-Use Trail Project to be maintained by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT approves and delegates to the County Mayor, the authority to enter into an amendment of this Agreement to attach the latest version of the construction plans as described above. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the latest construction plans.

4. The LOCAL GOVERNMENT shall pay utility bills for lighting, signals, and irrigation associated with the Multi-Use Trail Project.
5. The LOCAL GOVERNMENT shall conduct an annual inspection of the Multi-Use Trail Project to ensure that any and all safety deficiencies are addressed.
6. When the Multi-Use Trail Project is at the end of its useful life, the LOCAL GOVERNMENT shall prioritize the Replacement or Reconstruction of the Multi-Use Trail Project as if it was a new Project.
7. If at any time the LOCAL GOVERNMENT has not performed the maintenance responsibility on the Multi-Use Trail Project in accordance with this Agreement, the DEPARTMENT shall have the option of (a) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that it be corrected within a specified time; or (b) in the event of an emergency or in the event that the LOCAL GOVERNMENT has not corrected the deficiency in a timely manner, the DEPARTMENT may perform the necessary maintenance at the LOCAL GOVERNMENT'S sole cost and expense, and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such maintenance. Any action taken by the DEPARTMENT does not relieve any obligation of the LOCAL GOVERNMENT under the terms and conditions of this Agreement. Failure to perform maintenance of the Multi-Use Trail Project in accordance with this Agreement may impact DEPARTMENT funding participation in future LOCAL GOVERNMENT projects.
8. The DEPARTMENT may require the LOCAL GOVERNMENT to remove the Multi-Use Trail Project in whole or in part and restore the property to the condition that existed immediately prior to the effective date of this Agreement if the DEPARTMENT determines: (a) the Multi-Use Trail Project or project feature is not maintained in accordance with Section 1 of this Agreement; or (b) the LOCAL GOVERNMENT breaches a material provision (as determined by the DEPARTMENT) of this Agreement. Removal and restoration shall be completed by the LOCAL GOVERNMENT within sixty (60) days of the DEPARTMENT'S written notice, or

such time as the DEPARTMENT and the LOCAL GOVERNMENT mutually agree in writing. Removal and restoration shall be completed by the LOCAL GOVERNMENT in accordance with DEPARTMENT standards. Should the LOCAL GOVERNMENT fail to complete the removal and restoration work, the DEPARTMENT may complete the removal and restoration at the LOCAL GOVERNMENT'S sole cost and expense and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such removal and restoration.

9. This Agreement may be terminated under either of the following conditions: (a) by the DEPARTMENT, if the LOCAL GOVERNMENT fails to perform its duties under this Agreement, following ten (10) days written notice; or (b) by the DEPARTMENT, for refusal by the LOCAL GOVERNMENT to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.

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Exhibit "C"
RESOLUTION
FM#436435-1-52-01