

Meeting Date
01/26/2016



AGENDA	
Section	CONSENT
Item No.	<i>II.B.2</i>

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Interlocal Agreement with the City of Rockledge, Re: Transit Shelters and Benches (Fiscal Impact: \$10,000)
DEPT/OFFICE:	Community Services Group / Transit Services Department

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chairman to sign an Interlocal Agreement and future amendments or extensions with the City of Rockledge for the purpose of providing Bus/Transit Shelters and Benches within the City limits.

Summary Explanation & Background:

The City of Rockledge approached Space Coast Area Transit to develop a transfer stop and bus pull-off on Barton Boulevard in 2015. The City's Community Redevelopment Agency owns property at 565 Barton Boulevard, the site of an old car wash, and the CRA was interested in improving the property. Currently, two bus routes (Route 6, Cocoa/Rockledge and Route 7 Rockledge/Viera) have a transfer point on Barton Boulevard and until the CRA offered the property, the buses made the passenger transfer at a parking lot location.

The proposed bus stop will allow for both buses to pull off the street to provide a safer method for passengers to transfer between buses, in addition, the new transfer stop will allow SCAT to combine several bus stops on Barton to assist in keeping the bus routes operating on time, while meeting ADA requirements and providing customers a more comfortable location to wait for their bus.

This stop would be a desirable addition to the Fixed Route Network. The Interlocal Agreement will allow Transit Services to coordinate the final design of the stop and meet Federal Transit Capital Grant requirements. Space Coast Area Transit will contribute \$10,000 to the construction as that would be the approximate cost of a bus stop with shelter.

Space Coast Area Transit has funding for Transit Enhancement projects in its existing Federal Capital Grants, of which, bus shelters, bus benches and bus stop signage is the major component. Each year, Space Coast Area Transit must allocate at least 1% of the Federal Fund Obligation to Transit Enhancements. Cleaning and upkeep of bus stop shelters and benches is not an eligible Federal Capital project, therefore, Space Coast Area Transit is in the position to purchase and install bus shelters and benches and the City will clean and maintain the bus shelter and bench. The Agreement also allows for the option to identify future additional stops, if desired.

Space Coast Area Transit has similar agreements with the Cities of Cape Canaveral, Cocoa Beach, Melbourne, Palm Bay, Titusville, West Melbourne and Eastern Florida State College (EFSC) forming partnerships in which Space Coast Area Transit purchases and pays for the shelter and bench installations and the City/College pays for the upkeep and non-capital repairs.

The Rockledge City Council approved the Agreement with the County at their November 18, 2015, Council meeting.

Fiscal Impact Analysis:	Business Area	Amount	Description
FY 2015-2016	4136	\$ 10,000	Federal Transit Administration Capital Grants

Name: Jim Liesenfelt, Transit Services Director
Phone: 635-7815 ext. 601

Exhibits Attached: Bus/Transit Shelter and Bench Interlocal Agreement; Barton Bus Stop Conceptual Design

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Deputy County Manager	Department Director / Extension
Stockton Whitten <i>[Signature]</i>	Assistant County Manager Venetta Valdengo <i>[Signature]</i>	James P. Liesenfelt, Transit Services Director Jim.Liesenfelt@brevardcounty.us (321) 635-7815 ext. 601 <i>[Signature]</i>



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

January 27, 2016

MEMORANDUM

TO: Jim Liesenfelt, Transit Services Director

RE: Item II.B.2., Interlocal Agreement with the City of Rockledge for Transit Shelters and Benches

The Board of County Commissioners, in regular session on January 26, 2016, approved and authorized the Chairman to sign an Interlocal Agreement and future amendments or extensions with the City of Rockledge for the purpose of providing Bus/Transit Shelters and Benches within the City limits. Enclosed are two certified copies of the Interlocal Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/af

Encls. (2)

cc: Contracts Administration
Budget
Finance

**BUS/TRANSIT SHELTER AND BENCH
INTERLOCAL AGREEMENT**

This Agreement is entered into this 26 day of JANUARY, 2016 by and between the **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **CITY OF ROCKLEDGE, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the County has the authority to provide written authorization to a qualified entity for installing and operating TRANSIT SHELTERS or BENCHES for the comfort and convenience to the general public, or at designated stops on official bus routes pursuant to Section 337.408, Florida Statute (2007); and

WHEREAS, the County desires to enter into an Agreement with the City to install and maintain TRANSIT SHELTERS or BENCHES; and

WHEREAS, the City has secured property and locations for TRANSIT SHELTERS or BENCHES for use within the City of Rockledge in compliance with rules set forth in Florida Administrative Code (2007); and

WHEREAS, this Agreement was approved with authority of the Chairman to execute the same by the Board of County Commissioners of Brevard County, Florida at a meeting, on this 26 day of JANUARY, 2016; and

WHEREAS, this Agreement was approved by the Rockledge City Council at a duly called meeting on the 18th day of November, 2015,

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

SECTION 1. PURCHASING AND LOCATION: Attachment "A" contains a list of proposed locations for transit shelters and benches. These proposed locations may be changed subject to approval by the County Manager and City Manager. Such approval is for purposes of this agreement only and does not constitute approval from other County or City Departments that may be required to review and approve locations. Purchasing of these TRANSIT SHELTERS and BENCHES by the County (Space Coast Area Transit) will be in accordance with Federal Grant and County purchasing guidelines.

SECTION 2. SHELTER/BENCH DESIGN, MAINTENANCE: TRANSIT SHELTER and BENCH size, shape, and configuration and specific location of each and every shelter and bench shall be subject to approval by the County. Approved design will be based upon mutually agreed upon requirements and specifications identified by the County and City. Design, plans and specifications for, and erection of shelters shall be in accordance with provisions outlined under Chapter 14-20, *Florida Administrative Code (FAC) and Sections 337.408 and*

337.409, of the Florida Statutes. Except as provided in Section 7 hereof, the City agrees to provide general cleaning, maintenance and trash removal for the TRANSIT SHELTERS and BUS BENCHES, including labor costs associated with repair of items located on the TRANSIT SHELTER and BENCH. The County agrees to provide repair parts and materials to the City for necessary repairs to TRANSIT SHELTERS and BENCHES. The City shall post a contact number on or about the shelter for citizens to contact the City for cleanliness issues.

SECTION 3. SHELTER/BENCHES INSTALLATION: The City shall be responsible for the installation of the TRANSIT SHELTERS and BENCHES and comply with all applicable state, federal, and local laws, ordinances, rules and regulations in the construction, erection, installation and maintenance of the TRANSIT SHELTERS and BENCHES, including without limitation, permitting. Installation is inclusive of all site planning, the pouring of concrete or pavement slabs for the purpose of providing a foundation for the TRANSIT SHELTERS and BENCHES and construction of the TRANSIT SHELTER and BENCHES, in accordance with the shelter vendor's installation specifications.

The City will invoice the County (Space Coast Area Transit) for appropriate costs associated with these actions in accordance with price estimates established for each TRANSIT SHELTER and BENCH location, as identified in Attachment "B". Notwithstanding the Attachment "B" price estimates, said estimates are approximations of cost only and shall not provide binding amounts; provided, that in no event shall the total cost for installation sought to be reimbursed exceed by 30% the total estimated cost for installation.

SECTION 4. TERM AND USE: Each and every TRANSIT SHELTER and BENCH installed and operated under this Agreement within the City shall be available to use by the general public on a gratis basis; provided, that the City may install devices that restrict sleeping in or on shelters, preclude the use of shelters by the general public during certain hours of the day, number of times per day, or when the shelters are in need of or under repair. The term of this Agreement is for an initial period of five (5) years, terminating on _____, unless otherwise extended. Either party may terminate this Agreement for any reason. In the event either party elects to terminate this Agreement, the terminating party shall give written notice of termination at least sixty (60) days prior to desired termination. It is mutually agreed upon by the City and County that the display cases located on the TRANSIT SHELTERS will not be utilized for paid or sponsored advertisement, but for public service message material, as mutually authorized by both parties. There shall be no advertising on BENCHES. Messages on TRANSIT SHELTERS shall not exceed 18" in size, 2 in number, and shall not be placed or created in such a way as to distract motor vehicular. Authority to approve public service messages is hereby delegated to the County Manager and City Manager.

In the event of Agreement termination, the County (Space Coast Area Transit) will be responsible for the costs associated with the removal of the TRANSIT SHELTER structure and BENCHES. If deemed necessary, by the City that the concrete pad or electrical connections or pavement be removed, costs associated with removal of the TRANSIT SHELTER concrete pad or pavement and electrical connection will be equally shared between the City and County. In the event the designated bus stop where the TRANSIT SHELTER or BENCH is located is eliminated as part of the official bus route, or if the Department of Transportation mandates removal, the TRANSIT SHELTER or BENCH, including the concrete pad, electrical connections and pavement, shall be removed by the County (Space Coast Area Transit), and any costs directly related to said removal shall be the responsibility of the County.

SECTION 5. SIGNAGE: Signs, messages, and advertising in any form shall be prohibited on all TRANSIT SHELTERS and BENCHES, unless otherwise authorized by this agreement or the City Code. However, even if otherwise authorized, said signs, messages, and advertising shall be approved by both the County Manager and City Manager.

SECTION 6. UTILITIES: The City agrees to pay all reasonable charges for the electrical utility lighting costs for the TRANSIT SHELTERS listed in Attachment "A".

SECTION 7. DAMAGE: The County agrees to repair, replace, and/or reimburse the City for any and all damages caused to property and equipment owned by the City and resulting primarily from the action of County employees. The County shall cause such repair, replacement and/or reimbursement to occur

within a reasonable amount of time thereby affording no undue hardship to the City.

The City agrees to repair, replace, and/or reimburse the County for any and all damages caused to property and equipment owned by the County and resulting primarily from the action of City employees. The City shall cause such repair, replacement and/or reimbursement to occur within a reasonable amount of time thereby affording no undue hardship to the County.

SECTION 8. ATTORNEY'S FEES AND COSTS: In the event of any litigation between the parties arising out of this contract, each party will bear its own attorney's fees and costs.

SECTION 9. SEVERABILITY: If any section, paragraph, sentence, clause, phrase, or word of this Agreement is, for any reason held by a Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Agreement.

SECTION 10. HOLD HARMLESS/INDEMNIFICATION: The City, to the extent permitted by law, agrees to fully indemnify, defend, and hold the County, its officers, agents, and employees harmless against any claims for bodily injury, sickness, disease death or personal injury, or damage to property or loss of use resulting there from, including attorney's fees and court costs, arising out of this Agreement, or any services provided by the City pursuant to this Agreement, if such claims are solely the result of the City's negligence.

The County, to the extent permitted by law, agrees to fully indemnify, defend, and hold the City, its officers, agents, and employees harmless against any claims for bodily injury, sickness, disease death or personal injury, or damage to property or loss of use resulting there from, including attorney's fees and court costs, arising out of this Agreement, or any services provided by the County pursuant to this Agreement, if such claims are solely the result of the County's negligence.

In agreeing to this provision neither party intends to waive any defense or limited defense of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge specific consideration has been exchanged for this hold harmless/indemnification provision.

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the parties' right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the parties' potential liability under state or federal law. As such, the parties' shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the parties' shall not be liable for any

claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State of its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000). This paragraph shall survive termination of this Agreement.

SECTION 11. EFFECTIVE DATE: This Agreement shall be effective upon signing of both parties.

SECTION 12. JURISDICTION, VENUE, AND CHOICE OF LAW: All questions pertaining to the validity and interpretations of the Agreement shall be determined in accordance with the Laws of the State of Florida. Any legal action by either party against the other concerning the Agreement shall be filed in Brevard County, Florida, which shall be deemed proper jurisdiction and venue for the action, or in Federal Court, in the U.S. District Court for the Middle District of Florida. In any litigation, the parties agree to waive any right that may exist to a jury trial and any trial shall be non-jury.

SECTION 13. AUDITING, RECORDS AND INSPECTIONS: In the performance of this Agreement, the City and County shall keep books, records and account of all activities related to the Agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by authorized representatives of both entities for a period of three (3) years (365 days = one year) after termination of this Agreement. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

SECTION 14. ENTIRE AGREEMENT: This Agreement, including the exhibits, riders and/or addenda, if any attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all parties. This Agreement was negotiated by both parties hereto. Consequently, no provision shall be more harshly interpreted against either party hereto as drafter of this Agreement.

SECTION 15. NOTIFICATION: Notification should be sent to the following personnel and addresses:

**City of Rockledge
1600 Huntington Lane
Rockledge, FL 32955**

**James P. Liesenfelt, Transit Director
Space Coast Area Transit
401 S. Varr Avenue
Cocoa, FL 32922**

INWITNESS WHEREOF, the party has hereto set their hands and seals the day and year first above written.

ATTEST:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
a political subdivision of the State of Florida

BY: 

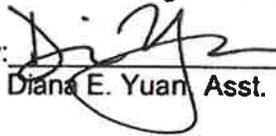
Scott Ellis, Clerk

BY: 

~~Robin L. Fisher~~, Chairman
Jim Barfield

As approved by the Board on 1/26/16.

Reviewed for legal format and Content

By: 

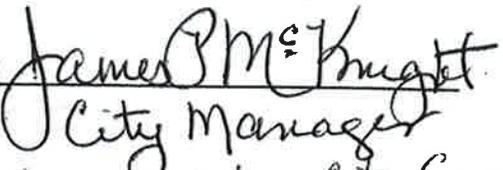
Diana E. Yuan, Asst. Co. Atty. - Date

ATTEST:

CITY OF ROCKLEDGE
a Florida Municipal Corporation

BY: 

Betty Phair

BY: 

James P. McKnight
City Manager
Approved by City Council
November 18, 2015

ATTACHMENT "A"
Possible TRANSIT SHELTER and BENCH Locations

	Location	Id	Existing Structure	Proposed Structure
1	S VARR AVE & ROSA L JONES DR	11442		
2	ROSA L JONES DR & FISKE BLVD	11443	BENCH	
3	FISKE BLVD & PLUCKEBAUM RD	29555	JAYCEES BENCH	
4	FISKE BLVD & BOUGANVILLEA DR	11140	JAYCEES BENCH	
5	FISKE BLVD & PINEDALE RD	11128	JAYCEES BENCH	
6	FISKE BLVD & ST ANDREWS DR	11138	JAYCEES BENCH	
7	FISKE BLVD & NICKLAUS DR	11131		
8	BARTON BLVD & DOGWOOD ST	11136	SHELTER	
9	BARTON BLVD & CEDAR	759339	BENCH	
10	BARTON BLVD & HUNTINGTON LN	11125	BENCH	
11	BARTON BLVD & COGSWELL ST	11137		
12	MURRELL RD & BARNES BLVD	29626	JAYCEES BENCH	
13	SEMINOLE DR & BARTON BLVD NE SIDE	11139		
14	SEMINOLE DR & BARTON AVE	11141		
15	ROCKLEDGE AVE & SEMINOLE DR	11445		
16	FLORIDA AVE & ROCKLEDGE AVE	11133	JAYCEES BENCH	
17	FISKE BLVD & BOUGANVILLEA DR	11140	JAYCEES BENCH	
18	FLORIDA AVE & HARDEE LN NE SIDE	11132		
19	FLORIDA AVE & ROCKLEDGE MALL	15818	JAYCEES BENCH	
20	FLORIDA AVE & ORANGE ST	11446		
21	ROSA L JONES BLVD & G ST	10732		
22	ROSA L JONES BLVD & PAW PAW ST	10733	JAYCEES BENCH	
23	ROSA L JONES BLVD & BLAKE AVE	10718		
24	ROSA L JONES BLVD & FISKE BLVD	10738	JAYCEES BENCH	
25	VARR AVE & ROSA L JONES	10739		
26	FISKE BLVD & PROSPERITY PL	29546		
27	FISKE BLVD & LOWES	29547	JAYCEES BENCH	
28	FISKE BLVD & ROY WALL BLVD	11274	JAYCEES BENCH	
29	FISKE BLVD & GENEVIEVE AVE	11268	JAYCEES BENCH	
30	FISKE BLVD & LEVITT PARKWAY	11271	BENCH	
31	FISKE BLVD & EYSTER BLVD	29548		
32	FISKE BLVD & MEDALLION DR	29549	JAYCEES BENCH	
33	FISKE BLVD & BARTON BLVD	29550	JAYCEES BENCH	
34	FISKE BLVD & NICKLAUS DR	29551	JAYCEES BENCH	
35	FISKE BLVD & CHURCH ST	29553	JAYCEES BENCH	
36	FISKE BLVD & BOUGANVILLEA DR	29554	JAYCEES BENCH	
37	FISKE BLVD & PLUCKEBAUM RD	29555	JAYCEES BENCH	
38	ROSA L JONES DR & FISKE BLVD	29556		
39	FISKE BLVD & BARTON BLVD N	11266	20/20 SHELTER	
40	FISKE BLVD & MEDALLION DR	11123		
41	FISKE BLVD & EYSTER BLVD	29541		
42	FISKE BLVD & LAKEMOOR BLVD	11124		
43	FISKE BLVD & GENEVIEVE AVE	11301		
44	FISKE BLVD & MARTIN RD	11127	JAYCEES BENCH	
45	FISKE BLVD & LOWES	29542	JAYCEES BENCH	

ATTACHMENT "B"

TRANSIT SHELTER and BENCH Cost Estimates

Benches:

Typical Bench	\$ 1,500
Assembly, Construction, and Installation including Permitting	\$ 1,500

Transit Shelters:

Typical Shelter	\$ 6,000
Construction, Erection and Installation including Permitting	\$ 6,000

Notwithstanding the Attachment "B" price estimates, said estimates are approximations of cost only and shall not provide binding amounts; provided, that in no event shall the total cost for installation sought to be reimbursed exceed by 30% the total estimated cost for installation.

BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT FORM

1. Contractor: City of Rockledge	
2. Fund/Account #: 4136-363409	3 Division Name: TRANSIT SERVICES
4. Contract Description: Bus/Transit Shelter and Bench Interlocal Agreement	
5. Contract Monitor: Cathy Lively	6. Mail Stop #: 44
7. Dept/Office Director: James Liesenfelt	8. Class Code: ZILA
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

APPROVAL

COUNTY OFFICE	Yes	no	INITIALS	Date
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JPL	09/16/15
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>		
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DEY	10/15/2015
User Agency	<input type="checkbox"/>	<input type="checkbox"/>		

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Contracts Administration and the contract will be entered into the Contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See AO-29 for additional information.*

NOTE: PLEASE REVIEW AND RETURN BY _____, IN ORDER TO MEET DEADLINES FOR THE _____ BCC MEETING.

BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT FORM

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The following departments must approve all contracts submitted to the Board:

APPROVAL

COUNTY OFFICE	Yes	no	INITIALS	Date
User Agency	X	0	JPL	09/16/15
Risk Management	X	0	JLJ	09/16/15
County Attorney	0	0		
User Agency	0	0		

If any office denies approval, the package will be returned immediately to the User Agency.

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NOTE: PLEASE REVIEW AND RETURN BY _____, IN ORDER TO MEET DEADLINES FOR THE _____ BCC MEETING.

GENERAL STATEMENT
 THE PROJECT CONSISTS OF NEW BUS STOP FOR THE SPACE COAST ROUTE IN THE CITY OF ROCKLEE, FLORIDA AND ROCKLEE/AREA ROUTE IN THE CITY OF ROCKLEE WITHIN THE BARTON BUS STOP, ROCKLEE COMMUNITY DEVELOPMENT DISTRICT.

OWNER
 CITY OF ROCKLEE/SPA
 197 BROADWALLEY DR
 ROCKLEE, FL 32955
 PHONE: 321-309-1975

ENGINEER
 M.R. ENGINEERING, INC
 197 BROADWALLEY DR
 ROCKLEE, FL 32955
 PHONE: 321-632-1570

SURVEYOR
 BOB D. BROWN
 197 BROADWALLEY DR
 ROCKLEE, FL 32955
 PHONE: 321-632-6355

SITE DATA
 SECTION: 25S RANGE: 5W
 PARCEL: 28-33-2-00-10000-0000 00
 ADDRESS: 565 BARTON BLVD, ROCKLEE, FL 32955
 FLOOD ZONE INFORMATION: FLOOD ZONE "X" MAP NO. 12099DQ400

GENERAL NOTES:

- PRINTED DIMENSIONS ON THESE PLANS HAVE PRECEDENCE OVER DIMENSIONS SHOWN ON DRAWINGS UNLESS OTHERWISE NOTED.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL TRADES DURING CONSTRUCTION. THE DESIGN APPROVED WITH THESE DOCUMENTS IS UNQUALIFIED WORK. QUALITY CONTROL IN THE FIELD MUST BE PROVIDED BY A REGISTERED PROFESSIONAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AS REQUIRED PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE CONSTRUCTION OF THE PROJECT.
- THE CONTRACTOR SHALL COMPLY WITH ALL ACTIVITIES TO THE PROJECT SITE UNDER DEVELOPMENT, CONSTRUCTION AND PERMANENT IMPROVEMENTS WITHOUT THE CONSENT OF THE OWNER.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE CODES, ORDINANCES AND STANDARD SPECIFICATIONS OF ALL GOVERNING AGENCIES.
- REGISTERED PROFESSIONALS SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED FOR CONSTRUCTION OF THIS PROJECT.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE CODES, ORDINANCES AND STANDARD SPECIFICATIONS OF ALL GOVERNING AGENCIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT AND/OR REPLACE ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN IN THE STATE OF FLORIDA.

