STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
# RECIPROCAL FEE WAIVER AGREEMENT

FORM 525-030-15
GENERAL COUNSEL - 12/91
OGC - 001
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THIS AGREEMENT made and entered into this 14th day of July, 1997 by and between the State of Florida Department of Transportation, hereinafter called DEPARTMENT, and Leon County, hereinafter called GOVERNMENTAL ENTITY.

WITNESSETH

WHEREAS, the DEPARTMENT pursuant to Section 335.183, Florida Statutes, is required to assess certain fees for the issuance of access permits; and

WHEREAS, in accordance with said statute, the DEPARTMENT has enacted Chapter 14-96, Florida Administrative Code, which provides for the payment of a non-refundable fee for DEPARTMENT application processing, review, and inspection of access permits; and

WHEREAS, said rule further provides that governmental entities applying for an access permit for governmental facilities are eligible for a waiver from said fee in such instances where the GOVERNMENTAL ENTITY has a reciprocal agreement to waive permit fees with the DEPARTMENT; and

WHEREAS, GOVERNMENTAL ENTITY, by unanimous vote of its council, has agreed to a reciprocal waiver o fees; and

WHEREAS, it is in the best interest of both the DEPARTMENT and the GOVERNMENTAL ENTITY to enter into such a reciprocal agreement to waive permit fees.

NOW, THEREFORE, the parties agree as follows:

1. The DEPARTMENT agrees to process GOVERNMENTAL ENTITY applications for access permits and waive the fee in accordance with Chapter 14-96, Florida Administrative Code.

2. GOVERNMENTAL ENTITY agrees to process any and all permits applied for by DEPARTMENT and t waive any and all permit fees associated with said applications, as well as any other connection fees, impact fees, facility charges, capital improvement fees, or any other charges or fees of GOVERNMENTAL ENTITY associated with any activity of the DEPARTMENT which is not a service charge for a service requested by DEPARTMENT (i.e., monthly charges for water and electricity use).

3. GOVERNMENTAL ENTITY hereby acknowledges and agrees that nothing herein shall be construed as an admission by the DEPARTMENT that GOVERNMENTAL ENTITY has any jurisdiction over the DEPARTMENT.

4. Either party may terminate this Agreement without cause upon sixty (60) days written notice. The party having received notice of termination may at its discretion terminate the Agreement immediately by providing written notice by certified mail, return receipt requested.

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: H L Pressott
District Secretary

Attest: Lana S. Gilbert
Executive Secretary

APPROVED AS TO FORM, LEGALITY AND EXECUTION:

By: Bob Deal
District Counsel

LEON COUNTY
GOVERNMENTAL ENTITY

By: [signature]
Gary Yordon
Title: Chairman of the Board of County Commissioners

Attest: [signature]
Dave Lang
Title: Clerk of County Courts

DAVE LANG
LEON COUNTY
CLERK OF CIRCUIT COURT

APPROVED AS TO FORM
LEON COUNTY ATTORNEY'S OFFICE
Leon County, Florida
By: [signature]

RECYCLED PAPER