

**AGREEMENT BETWEEN THE CITY OF ORLANDO AND THE
LAKE LAWSONA/FERN CREEK HISTORIC NEIGHBORHOOD ASSOCIATION, INC.**

THIS AGREEMENT (“*Agreement*”), made and entered into this ____ day of January, 2018, by and between the **Lake Lawsona/Fern Creek Historic Neighborhood Association, Inc.**, a Florida not for profit organization, organized and existing under the laws of the State of Florida, herein called the “ASSOCIATION”, and the **City of Orlando, Florida**, a Florida municipal corporation organized and existing under the laws of the State of Florida, herein called the “City” and together referred to collectively as the “Parties.”

WITNESSETH:

WHEREAS, the ASSOCIATION has requested the placement of a community aesthetics feature of one (1) neighborhood sign (hereinafter, “neighborhood sign” or “Equipment”) for the Historic Lake Lawsona and Fern Creek Neighborhood area; and

WHEREAS, the ASSOCIATION will purchase the Equipment, install the Equipment and maintain said Equipment during its useful life; and

WHEREAS, if the Equipment requires electrical power, the ASSOCIATION will be required to pay for the cost of power installation and any associated permit fees; and

WHEREAS, if the neighborhood sign is to be moved or re-located within the Lake Lawsona/Fern Creek area, the ASSOCIATION will be required to assume any costs for electrical power, if needed, and cost for re-installation of the poles; and

WHEREAS, if the Equipment is damaged beyond operational use due to no fault of their own, the City will not be responsible to replace the Equipment; and

WHEREAS, the placement of said Equipment requires use of the Florida Department of Transportation’s (“FDOT”) Right-of-Way and the City and FDOT have entered into that certain Community Aesthetics Feature Agreement detailing the responsibilities of the City and FDOT.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The foregoing Recitals are true and correct and incorporated into the substantive body of this Agreement.
2. The ASSOCIATION shall be responsible for the payment of all fees for the installation and maintenance of the neighbored sign, including all permitting, design, and installation costs. The installation shall comply with all applicable federal, state and local requirements, including but not limited to, the Manual of Uniform Traffic Control Devices and the Orlando City Code.
3. The ASSOCIATION shall maintain and operate the neighborhood sign in a manner that will provide safe and efficient movement of roadway traffic and that is consistent with

maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended. The ASSOCIATION's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs) and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). The City shall have no liability hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, acts or omissions of other third parties, natural disaster, regulation or governmental acts, fire, civil disturbance, strike, weather, any unauthorized access to or destruction or modification of the services, in whole or in part. The ASSOCIATION shall record its maintenance activities in a sign maintenance log and shall make same available for inspection by the City upon request.

4. The ASSOCIATION may remove or replace any component of the installed Equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The ASSOCIATION shall not make any modifications and/or equipment replacements without prior written notice to, and the approval of, the City. The ASSOCIATION shall provide to the City the name and contact information for any person or persons who are authorized on behalf of the ASSOCIATION to initiate and authorize emergency contractor work.

5. Pursuant to that certain Community Aesthetics Feature Agreement between the City and FDOT, the ASSOCIATION is hereby granted permission for the encroachment of the Equipment into FDOT's Right-of-Way, as approved in advance by the City. The ASSOCIATION hereby releases the CITY, its representatives, employees and elected officials from any and all damages, claims, or liability, with respect to the Project that may arise due to the operation and maintenance of the Equipment in the Right-of-Way.

6. All notices required under this Agreement shall be in writing and shall be given by hand delivery, acknowledged electronic transmission or United States mail, first-class postage prepaid, addressed as follows (or to any such address or office as either party may designate in writing):

For ASSOCIATION: Nancy Lewis, President
Lake Lawsons/Fern Creek Neighborhood Association, Inc.
20 N. Shine Avenue
Orlando, Florida 32801

For City: Chris Cairns
Division Manager of Transportation Engineering
City of Orlando
City Hall
400 South Orange Avenue
Orlando, Florida 32801

7. The term of this Agreement shall be one (1) year. The Agreement shall automatically renew each year unless either party hereto gives the other party written notice of its intent not to renew at least ninety (90) days prior to the end of the annual period.

8. The City may terminate this Agreement if the ASSOCIATION substantially fails to perform any obligation under this Agreement and does not remedy the failure within thirty (30) calendar days after receipt by the ASSOCIATION of written demand from the City to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the ASSOCIATION shall have such time as is reasonably necessary to remedy the failure, provided the ASSOCIATION promptly takes and diligently pursues such actions as are necessary therefore. The ASSOCIATION may terminate this Agreement if the City substantially fails to perform any obligation under this Agreement and does not remedy the failure within thirty (30) calendar days after receipt by the City of written demand from the ASSOCIATION to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the City shall have such time as is reasonably necessary to remedy the failure, provided it promptly takes and diligently pursues such actions as are necessary therefore.

9. This Agreement may not be assigned or transferred by the ASSOCIATION in whole or in part without the written consent of the City.

12. To the extent allowed by law, the ASSOCIATION shall indemnify, save, and hold harmless, the City, and all of their officers, agents, and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to any negligent act or omission of the ASSOCIATION, its subcontractors, agents, or employees.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof.

14. This Agreement contains all the terms and conditions agreed upon by the parties.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

**Lake Lawsona/Fern Creek Historic
Neighborhood Association, Inc.**

By: Nancy Lewis

Print Name: Nancy Lewis

Title: President

City of Orlando, Florida,

Mayor/Pro Tem

ATTEST:

Denise Aldridge, City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida only.

_____, 2017

Assistant City Attorney
Orlando, Florida