

ALTERNATIVE DISPUTE RESOLUTION
EXPENSE REIMBURSEMENT AGREEMENT

This agreement is between Sunshine State One-Call of Florida, Inc., (SSOCOF), _____ (Member Operator) and _____ (Excavator), concerning the _____ project (the Project).

WHEREAS Section 556.115(1), F. S., requires SSOCOF to create a voluntary alternative dispute resolution program; and

WHEREAS, as one aspect of its alternative dispute resolution program, SSOCOF has contracted with the Division of Administrative Hearings (DOAH) to provide Administrative Law Judges to conduct proceedings concerning alternative dispute resolution; and

WHEREAS, SSOCOF is contractually committed to DOAH to pay DOAH for all DOAH's costs to administer alternative dispute resolution proceedings requested by SSOCOF; and

WHEREAS the parties requesting alternative dispute resolution proceedings pursuant to this agreement must reimburse SSOCOF for the costs charged by DOAH. ;

NOW, THEREFORE, the parties hereto, for valuable consideration and the mutual promises between the parties hereto, agree as follows:

1. Within ____ days after SSOCOF's receipt of: 1) this fully signed agreement; 2) a written demand or claim generally describing the relief requested; and 3) a \$500 refundable cost deposit from Member Operator and a \$500 refundable cost deposit from Excavator, SSOCOF shall transmit a copy of the demand to DOAH with the request that DOAH begin the process of alternative dispute resolution for the parties (the "Proceedings"). A DOAH representative will contact the Member Operator and Excavator to provide instructions regarding how the Proceedings will be conducted.

2. Member Operator and Excavator hereby agree to reimburse SSOCOF for all expenses billed to SSOCOF by DOAH for the services provided by DOAH and the expenses incurred by

DOAH with regard to the Proceedings, such as the charge for the Administrative Law Judge, travel, video conferencing, facility rental and other like expense items.

3. The parties agree to reimburse SSOCOF for all expenses billed to SSOCOF by DOAH within 30 days after receipt of an invoice from SSOCOF.

4. The parties agree that they jointly and severally liable to SSOCOF for all expenses charged by DOAH with regard to the Proceedings. SSOCOF will invoice Member Operator and Excavator equal shares of the DOAH expenses. Payments not timely paid to SSOCOF will bear interest at the maximum rate allowed by Florida law. The prevailing party in any action brought by SSOCOF to collect amounts owed to SSOCOF in reimbursement for DOAH expenses incurred will be entitled to recover its reasonable attorney's fees and costs. The sole venue for any collection action brought by SSOCOF to collect amounts owed shall be Volusia County, Florida. If Member Operator or Excavator have failed to reimburse SSOCOF for DOAH expenses, that party may not participate in the SSOCOF alternative dispute resolution program until payment has been made of all amounts past due.

5. The Proceedings shall be conducted pursuant to the Florida Administrative Procedures Act, Florida Statutes, Chapter 120. The DOAH Judge's decision shall be binding on the Member Operator and Excavator, subject to any rights of appeal. The parties agree to bear their own expenses for representation, attorney's fees, travel, court reporters, experts and other similar items.

6. The term of this agreement is for the duration of the Proceedings. The Member Operator or Excavator may terminate the Proceedings at any time for any or no reason prior to the final decision of the DOAH Judge by delivering to the DOAH Judge (with copies to the opposing party and SSOCOF) written notice terminating the Proceedings. Notwithstanding a termination, the Member Operator and Excavator shall still be responsible for reimbursing SSOCOF for all DOAH charges related to the Proceedings.

7. The persons initially to be contacted by DOAH

regarding this Proceeding shall be the following persons:

Member Operator:

Excavator:

(printed name of individual),

(printed name of individual),

(telephone),

(telephone),

(telefacsimile),

(telefacsimile),

(email address),

(email address).

(street address).

(street address).

Signatures:

Sunshine State One-Call of Florida, Inc.

By: _____

Title: _____

Date: _____

By: _____ (Member Operator)

Title: _____

Date: _____

By: _____ (Excavator)

Title: _____

Date: _____