

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/14/2016

Contract/Lease Control #: C16-2417-CAO

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: CITY OF FORT WALTON BEACH

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/06/2016

Term: INDEFINITE

Description of Contract/Lease: INTERLOCAL AGREEMENT PUBLIC TRANSPORTATION SHELTERS

Department: CAO

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office

CONTRACT # C16-2417-CAO
CITY OF FORT WALTON BEACH
INTERLOCAL AGREEMENT PUBLIC TRANSPORTATION
SHELTERS
EXPIRES: INDEFINITE

**INTERLOCAL AGREEMENT
BETWEEN
OKALOOSA COUNTY, FLORIDA, AND THE CITY OF FORT WALTON BEACH,
FLORIDA REGARDING THE PURCHASE AND MAINTENANCE
OF A PUBLIC TRANSPORTATION SHELTER**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this 6th day of July, 2016, by and between the City of Fort Walton Beach, Florida, a Florida municipal corporation (the "City"), and Okaloosa County, Florida, a political subdivision of the State of Florida (the "County"), who agree as follows:

WITNESSETH:

WHEREAS, the parties hereto have, along with other municipalities, entered into an interlocal agreement for the establishment of a Transit Cooperative with the intention of improving the operation of the County's public transportation system; and

WHEREAS, the County and City mutually desire to improve the public transportation system, help alleviate traffic congestion, and increase ridership of the fixed route component of the system by providing more convenient access and enhancing the multi-modal nature of the system; and

WHEREAS, the City is the fee simple owner of a 9.8+ acre parcel on U.S. Highway 98 (hereinafter the "subject property") on which is located its City Hall, municipal offices, municipal auditorium, a City recreational complex, and a large, paved parking area; and

WHEREAS, the City and County agree that the subject property, due to its location and the uses it sustains, is ideal for a "park and ride" facility to serve residents and visitors to Fort Walton Beach and as a hub for public transportation users south of the Eglin Reservation.

NOW, THEREFORE, in consideration for mutual covenants and agreements contained herein, the sufficiency of which is acknowledged by all the parties, the City of Fort Walton Beach and Okaloosa County agree as follows.

Section 1. **Authority.** This Agreement is entered into pursuant to the authority granted under Chapter 125, 163, and 166, Florida Statutes, and other applicable provisions of law.

Section 2. **Findings.** The above recitals are all true and correct and incorporated herein as essential terms of this Agreement.

Section 3. **Term and Termination.** This Agreement shall become effective as provided in Section 10 hereof and shall remain in effect until terminated. This agreement may be terminated by either party with ninety (90) days written notice to the other party.

Section 4. **Scope of Services.**

- a. The County shall utilize grant funding available through the Federal Transit Administration (FTA) to purchase a public transit shelter suitable for installation on the subject property, as further described in Exhibit "A".

- b. The City and County will jointly select the type of shelter to be procured for the subject property, and the County will follow all applicable FTA, state, and County regulations in the procurement of the shelter.
- c. The City of Fort Walton Beach shall install the shelter on the subject property, and shall maintain it in a clean and functional condition. The City shall be responsible for any and all applicable, inspection permits, and permit fees for the installation of the shelter.
- d. The City shall insure the shelter, and shall name the County as additional insured on the policy covering the shelter. A copy of the insurance policy shall be sent to the County within ten (10) days of receipt to the City.

Section 5. **Liability**. It is agreed neither the City nor the County assumes any liability for the acts, omissions, and negligence of the officers, agents and employees of the other. Furthermore, this Agreement in no way waives any immunity or other protections under the law as it pertains to either party.

Section 6. **Termination and Removal**.

- a. This Agreement may be terminated by either party hereto upon ninety (90) days written notice to the other.
- b. Upon termination of this agreement by either party, the public transit shelter shall be removed by the County, at its own expense and removed from the subject property within ninety (90) days of the written termination notice. Any damage to the subject property as a result of the removal of the public transit shelter shall be the responsibility of the County, not including any normal wear and tear from the installation and use of the public transit shelter

Section 7. **Amendments**. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the City Council, and the County's Board of County Commissioners, and jointly executed by the parties hereto.

Section 8. **Notice**. If written notice to a party is required under this Agreement, such notice shall be given by first class mail to the County as follows:

County Administrator
Okaloosa County Administration Building
1250 N. Eglin Parkway
Shalimar, FL 32579

and as to the City as follows:

City Manager
City of Fort Walton Beach
107 Miracle Strip Parkway SW
Fort Walton Beach, FL 32548

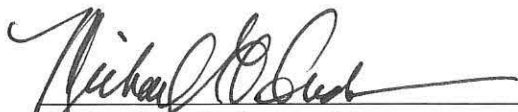
Section 9. **Governing Law**. This Agreement shall be construed in accordance with the applicable laws of the State of Florida. If any provision of this Agreement violates any statute or rule of the State of Florida, it is considered modified to conform to the statute or rule of law.

Further, in the event that a portion of this Agreement is found to be invalid, illegal or unenforceable, then that provision shall be severed from the Agreement and shall in no way affect the validity or enforceability of any other portion or provision of this Agreement.

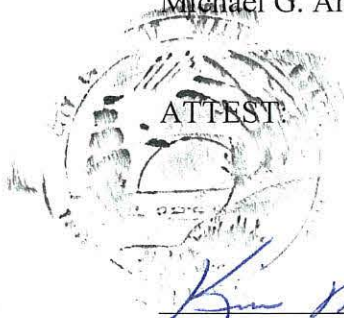
Section 10. **Effective Date.** This Agreement shall become effective immediately upon the execution by the appropriate officers of the County and the City.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year first above written.

CITY OF FORT WALTON BEACH



Michael G. Anderson, Mayor





Kim M. Barnes, City Clerk

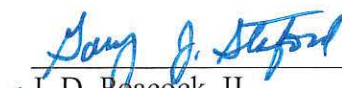
**BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA**



Charles K. Windes, Jr. Chairman



ATTEST:



J. D. Reacock, II
Clerk of Circuit Court



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



Gregory T. Stewart, Esq.
Okaloosa County Attorney

EXHIBIT "A"



Scale 1" = 100'

City of Fort Walton Beach
Park and Ride Shelter
109 Miracle Strip Parkway SW

