

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/29/2021

Contract/Lease Control #: C21-3086-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: TOWN OF CINCO BAYOU

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/24/2021

Expiration Date: INDEFINITE

Description of: SCHOOL ZONE SIGNAGE

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY AND
THE TOWN OF CINCO BAYOU FOR SCHOOL ZONE SIGNAGE**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County") and the **TOWN OF CINCO BAYOU**, a municipality organized under the laws of the State of Florida (the "Town").

WHEREAS, the State of Florida has adopted a uniform system of traffic and pedestrian control devices for use on State, County and Municipal roadways surrounding all schools, public and private; and

WHEREAS, pursuant to section 316.1895, Florida Statutes, school zone speed limits may be established and in force only during those times 30 minutes before, during, and 30 minutes after the periods of time when students are arriving or leaving a regularly scheduled breakfast program or school session; and

WHEREAS, the County currently maintains Yacht Club Drive between Beal Parkway and Eglin Parkway and employs signal technicians who maintain flashing beacons; and

WHEREAS, the Town desires to improve safety at and around Cinco Christian School, which is located on Yacht Club Drive, by installing school zone speed limit signs with flashing beacons and has requested the County's assistance; and

WHEREAS, the County agrees to partner with the Town to improve the safety conditions on this segment of the Yacht Club Drive as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the County and the Town do agree as follows:

SECTION 1. AUTHORITY. This Agreement is entered into pursuant to the provisions of Chapter 163.01, Florida Statutes, and other applicable provisions of law.

SECTION 2. RECITALS. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

SECTION 3. PARTIES. The parties to this Agreement are the County and the Town.

SECTION 4. PARTY RESPONSIBILITIES.

- A. **TOWN.** The Town agrees to pay the County **TWELVE THOUSAND THREE HUNDRED AND TEN DOLLARS (\$12,310.00)** to fund the installation of a newly established school zone on Yacht Club Drive.

B. **COUNTY.** The County agrees to install and maintain school zone signage, including two school zone speed limit signs and flashing beacons, two Advance School signs, two Ahead Plaques, two End School Zone signs, and two Speeding Fines Doubled signs.

SECTION 5. TERM. This Agreement shall become effective upon full execution and remain in effect until terminated by either party upon thirty (30) days' written notice to the other.

SECTION 6. REPRESENTATIONS AND WARRANTIES. Each party hereby represent and warrant to the other that it has all requisite power, authority and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION 7. AMENDMENTS. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the Town and the County. This Agreement shall be enforced and be binding upon, and inure to the benefits of, the parties hereto and their respective survivors and assigns, if any. This Agreement shall not be assigned without the permission of all parties to the agreement.

SECTION 8. DISPUTE RESOLUTION. The parties shall attempt to resolve any dispute that arise under this Agreement in good faith by participating in mediation. This mediation shall be in lieu of the requirements of the "Florida Governmental Conflict Resolution Act." The mediator shall be mutually agreed upon by the parties and the cost of mediation shall be borne equally between the parties. In the event the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

SECTION 9. ATTORNEY'S FEES AND COSTS. If litigation is instituted seeking to enforce the terms of this Agreement, or in any way related to this Agreement, then the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in the litigation, including fees and cost incurred in any resulting appeal, and any fees and costs incurred litigating entitlement to and the reasonableness of any attorney's fees and costs.

SECTION 10. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this Agreement shall remain in full force and effect.

SECTION 11. GOVERNING LAW AND VENUE. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

SECTION 12. NOTICE. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows: County Administrator
Okaloosa County
1250 Eglin Pkwy N
Suite 102
Shalimar, FL 32579

As to the City as follows: Town Mayor
Town of Cinco Bayou
10 Yacht Club Drive
Cinco Bayou, FL 32548

SECTION 13. NO MEMBER LIABILITY. Neither the members of the governing body of the County, the Town, nor anyone executing this Agreement, shall be liable personally or shall be subject to any accountability for reason of the execution by the County, the Town or any executing authority of the County or the Town for any act pertaining thereto.

SECTION 14. SOVEREIGN IMMUNITY. The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the County or Town's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

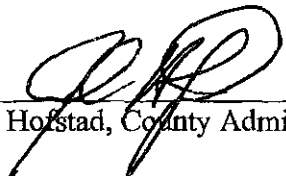
SECTION 15. LIABILITY AND INDEMNIFICATION. Each party agrees to be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of their respective officers, employees, representatives, and agents.

SECTION 16. FILING. The County and the Town are hereby authorized and directed after approval, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida as provided in Section 163.01 (11), Florida Statutes.

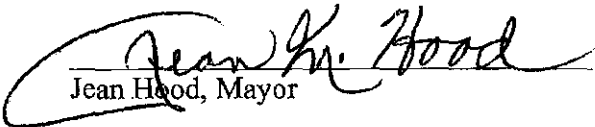
IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year last written below.

OKALOOSA COUNTY, FLORIDA

TOWN OF CINCO BAYOU, FLORIDA



John Hofstad, County Administrator



Jean Hood, Mayor

Date: 6/24/21

Date: 6/14/21