

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/04/2023

Contract/Lease Control #: C23-3907-PW

Procurement#: _____

Contract/Lease Type: AGREEMENT

Award To/Lessee: CITY OF CRESTVIEW

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/3/2023

Expiration Date: INDEFINITE

Description of: DESIGN OF MIRAGE AVENUE IMPROVEMENTS

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 FOR THE DESIGN
OF MIRAGE AVENUE IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT is entered into this 25th day of ~~September~~^{3rd} October, 2023, between **OKALOOSA COUNTY FLORIDA**, a political subdivision of the State of Florida whose address is 302 North Wilson Street, Suite 302, Crestview, Florida 32536 (the "County"), and the **CITY OF CRESTVIEW, FLORIDA**, a municipal corporation whose address is 198 North Wilson Street, Crestview, Florida 32536 (the "City").

WHEREAS, this Agreement is entered into under the authority granted to the City and the County; and

WHEREAS, the City and the County are collectively working to address traffic flow and access management to State Road 85 in and around the City; and

WHEREAS, the City has issued a task order to Alday-Howell Engineering, Inc. for professional engineering and consulting services for the design and permitting of intersection and traffic improvement along Mirage Avenue, to include realignment of Malibu Street at Crosson Street and construction of a roundabout at the intersection of Mirage Avenue and these two side streets; and

WHEREAS, the County has identified funding as part of its FY24 budget in the amount of \$300,000 for the Design of Mirage Ave and SR 85 intersection; and

WHEREAS, the City and the County want to combine both of these efforts and consider a greater project that will improve traffic conditions from Crosson Street to SR 85 (the "Design Project")

WHEREAS, upon completion of design and permitting of the Design Project, the City intends to solicit bids for construction of traffic improvements along Mirage Avenue, to include realignment of Malibu Street at Crosson Street and construction of a roundabout at the intersection of Mirage Avenue and these two side streets (the "Construction Project, Phase 1"); and

WHEREAS, the City and the County seek to enter into this Agreement for the purpose of sharing financial responsibility for the Design Project and the Construction Project, Phase 1; and.

WHEREAS, upon completion of the Construction Project, Phase 1, the City and County will continue to seek funding for further construction of the Design Project.

NOW, THEREFORE, the City and the County agree as follows:

A. Lead Agency

1. The City will be the lead agency for the Design Project and the Construction Project, Phase 1.

B. Financial Participation

1. The County will provide the City with a total of \$300,000.00 to be used toward the Design Project and the Construction Project, Phase 1. Funds will be provided by the County to the City on or before December 31, 2023. Funds not expended for the betterment of these projects by September 30, 2025 shall be returned to the County. Invoices for design or construction services shall be provided to the County as proof of project expenses.
2. These funds shall be available for any use related to the Design Project and/or the Construction Project, Phase 1 including, but not limited to, design, permitting, right-of-way acquisition, construction, or inspection services.
3. The City shall provide the remaining funding for the Design Project and Construction Project, Phase 1.

C. Coordination

1. Although the City will serve as the lead agency for the projects, regular updates and coordination shall be performed with the County. For these projects the point of contact for each entity shall be:

For the City:

City Manager
198 N Wilson Street
Crestview, FL 32536

For the County:

Public Works Director
1759S Ferdon Boulevard
Crestview, FL 32536

2. The City and County shall conform to all the requirements of applicable State and Federal statutes and regulations and all County Ordinances and regulations and shall secure such permits and licenses as may be duly required by any such laws, ordinances, or regulations.
3. This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties.
4. 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

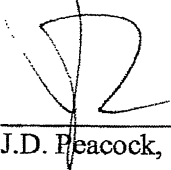
Okaloosa County, Florida.

5. If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

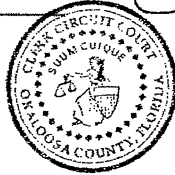
IN WITNESS WHEREOF, this instrument has been executed and is effective on the date set forth above.

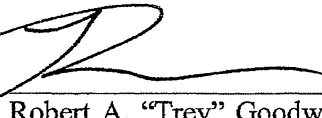
ATTEST:

OKALOOSA COUNTY, FLORIDA



J.D. Peacock, II, Clerk





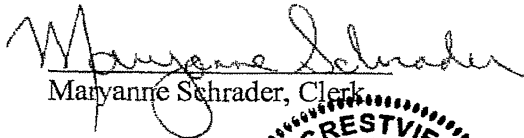
Robert A. "Trey" Goodwin, Chairman of Board of
County Commissioners

Dated: October 3, 2023



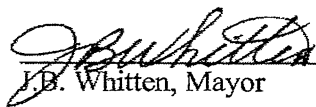
ATTEST:

CITY OF CRESTVIEW, FLORIDA



Maryanne Schrader, Clerk





J.B. Whitten, Mayor

Dated: 9/25/23