

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: November 14, 2011

Contract/Lease Control #: #C11-1915-PW

Bid #: NA Contract/Lease Type: AGREEMENT

Award To/Lessee: CHELCO

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 11/07/2011

Expiration Date: INDEFINITE

Description of Contract/Lease: POWER LINE RELOCATION COST

Department Manager: PW

Department Monitor: JHOFSTAD

Monitor's Telephone #: 689-5772

Monitor's FAX # OR E-Mail: JHOFSTAD@CO.OKALOOSA.FL.US

Date Closed: _____

Remarks:

Cc: Finance Dept Contracts & Grants Division



September 26, 2011

Mr. Russell W. Barry, P.E.
Okaloosa County Public Works/Engineering
1759 South Ferdon Blvd.
Crestview, FL 32536

RE: Power Line Relocation and Associated Costs

Mr. Barry:

I appreciate you meeting with me on August 23, 2011, concerning Keyser Mill Road, as well as future county road construction projects and who is responsible for the power line relocation costs. Below is a summary of the options we discussed and mutually agreed upon.

Option #1 - CHELCO will relocate the power line at no cost to Okaloosa County if the project meets the following requirements: CHELCO facilities exist in the Okaloosa County right of way, the road project requires CHELCO facilities to be relocated, CHELCO facilities will remain in the County right of way, CHELCO **does not** have or utilize a private easement (CHELCO facilities must be located a minimum of ten feet from the edge of the County right of way line).

Option #2 - CHELCO will pay 50% of the total relocation cost and Okaloosa County will pay 50% of the total relocation cost if the project meets the following requirements: CHELCO facilities exist in the Okaloosa County right of way, the road project requires CHELCO to relocate existing facilities, the facilities will remain in the County right of way, CHELCO **does have** or utilize a private easement.

Option #3 - Okaloosa County will pay 100% of the total relocation cost if the project meets the following requirements: CHELCO facilities exist on an existing CHELCO private easement, the road project requires the Okaloosa County right of way footprint to change, the footprint extends into CHELCO's private easement.

Please have the appropriate person sign this letter indicating Okaloosa County's acceptance and return to me.

Sincerely,

Bill Cassenti
Design Supervisor

I, James Campbell, on behalf of Okaloosa County Board of County Commissioners, accept this agreement.

Signature:

Date: 11-7-11



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Cc: Matthew Avery, P.E., Vice President of Engineering

BOARD OF COMMISSIONERS
AGENDA REQUEST

DATE: November 1, 2011
TO: Honorable Chairman and Members of the Board
FROM: John Hofstad, Public Works Director
SUBJECT: Power Line Relocation Costs
DISTRICT: All
DEPARTMENT: Public Works

STATEMENT OF ISSUE: Request approval and the Chairman's signature on the attached agreement on cost sharing when CHELCO is required to move their power poles to support county projects.

BACKGROUND & ANALYSIS: The attached agreement is a codification of the current practices between CHELCO and the county. It says that (1) CHELCO will relocate their poles at no cost to the county if they have to move their poles and they do not have or use a private easement. (2) The county and CHELCO will split the cost if CHELCO moves poles and has a private easement adjacent to the road. (3) Okaloosa County will bear all of the costs if they require CHELCO to move their poles that are currently located on a private easement.

OPTIONS: Approve / Disapprove

RECOMMENDATION: Approve and sign the attached agreement.

PREPARED BY:



Russell W. Barry, P.E.
Road Department Manager

RECOMMENDED BY:



John Hofstad
Department Director

APPROVED BY:

James D. Curry
County Administrator