

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/13/2015

Contract/Lease Control #: C15-2257-PW

Bid #:

Contract/Lease Type: CONTRACT

Award To/Lessee: WALTON COUNTY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/14/2014

Term: INDEFINITE

Description of
Contract/Lease: PUBLICLY MAINTAINED ROAD

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed: _____

cc: Finance Department Contracts & Grants Office

CONTRACT# C15-2257-PW
WALTON COUNTY
PUBLICLY MAINTAINED ROAD
EXPIRES: INDEFINITE

CERTIFIED A TRUE
AND CORRECT COPY
JD PEACOCK II
CLERK CIRCUIT COURT



COOPERATIVE AGREEMENT
BETWEEN
OKALOOSA COUNTY AND WALTON COUNTY

Terisa Ward
DEPUTY CLERK
DATE *Aug. 8, 2015*

This Agreement is made and entered into this 14 day of October, 2014, between Okaloosa County, Florida and Walton County, Florida.

WITNESSETH

WHEREAS, County Line Road is a publicly maintained roadway that falls along the boundary between Walton County and Okaloosa County; and

WHEREAS, the alignment of the roadway meanders alternately and randomly between Okaloosa County and Walton County; and

WHEREAS, both Counties agree that it is impractical for each County to maintain the roadway in a piecemeal fashion within their boundaries; and

WHEREAS, both Counties agree that County Line Road serves the public interest and needs consistent maintenance to provide the best service to the citizens of both Counties.

NOW, THEREFORE, the parties hereto agree as follows:

- 1) This Agreement shall become effective on the date of execution by the second party and shall remain in effect indefinitely.
- 2) The parties agree that each party shall be solely responsible for the negligent or wrongful acts of its employees and agents during the course of this Agreement. However, nothing contained herein shall be construed as an indemnity or constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
- 3) Either party may terminate this Agreement by giving sixty (60) days notice in writing to the other party of its intent to do so.
- 4) This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, and waivers of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by each of the parties.

Approved by Walton County Board of Commissioners on: 10/14/14

Instr # 2959286 BK: 3170 PG 432 Page 1 of 4
Recorded 10/23/2014 at 10:44 AM
RECORDING: \$19.50 RECORDING ARTICLE V: \$16.00

DEPUTY CLERK PDUNN
DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY, FL

WALTON COUNTY AGREES TO

- 1) Maintain the portion of County Line Road north of Highway 85 to the same standards as any other roadway of similar use and construction in Walton County.
- 2) Respond to and address as appropriate any complaints or requests from citizens regarding the portion of County Line Road located north of Highway 85 whether the citizen is a Walton County or Okaloosa County Resident.
- 3) Coordinate with Okaloosa County staff regarding technical or historical information as may be available to assist in the resolution of complaints or requests on said portion of the roadway.

OKALOOSA COUNTY AGREES TO

- 1) Maintain the portion of County Line Road south of Highway 85 extending to the intersection with Highway 393 to the same standards as any other roadway of similar use and construction in Okaloosa County.
- 2) Respond to and address as appropriate any complaints or requests from citizens regarding the portion of County Line Road located south of Highway 85 extending to the intersection with Highway 393 whether the citizen is a Walton County or Okaloosa residents.
- 3) Coordinate with Walton County staff regarding technical or historical information as may be available to assist in the resolution of complaints or requests on said portion of the roadway.

Upon Execution of this Agreement and any subsequent amendments hereto, an original copy of the Agreement and any subsequent amendments shall be filed with the Clerk of the Circuit Court of both Walton County, Florida and Okaloosa County, Florida in accordance with §163.01, Florida Statutes.

IN WITNESS WHEREOF, the Board of County Commissioners of both Okaloosa and Walton County have approved this Agreement and authorized that it may be duly executed by their authorized representatives.

Approved by Walton County Board of Commissioners on: 10/14/14

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

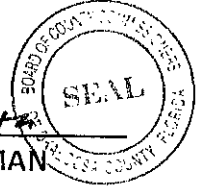
BY:

Dary J. Stanford



BY

Charles K. Windes, Jr.
CHARLES K. WINDES, Jr. CHAIRMAN




Date: Okaloosa Co. BCC approval 9-2-14

Approved by Walton County Board of Commissioners on: 10/14/14

ATTEST:

BOARD OF COUNTY COMMISSIONERS
WALTON COUNTY, FLORIDA

 Kim Wilkins
ALEX ALFORD, CLERK OF CIRCUIT COURT
& COUNTY COMPTROLLER

BY: W.N. Chapman
W.N. "Bill" CHAPMAN, CHAIRMAN

DATE: 10/14/14

Approved by Walton County Board of Commissioners on: 10/14/14