

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/01/2020

Contract/Lease Control #: C20-2942-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: CITY OF NICEVILLE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/30/2020

Expiration Date: INDEFINITE

Description of: INTERLOCAL AGREEMENT FOR TRANSFER OF RIGHT OF WAY

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7115

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

Closed:

Cc: BCC RECORDS

**INTERLOCAL AGREEMENT BETWEEN OKALOOSA
COUNTY AND THE CITY OF NICEVILLE FOR THE
TRANSFER OF CERTAIN RIGHTS OF WAY IN
UNINCORPORATED OKALOOSA COUNTY TO THE CITY
OF NICEVILLE.**

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 **CITY OF NICEVILLE**, a municipality organized under the laws of the State of Florida (the "City").

WHEREAS, the City has requested that certain rights of way be transferred from the County to the City; and

WHEREAS, the Plat of Valparaiso Realty Company's Pine Crest Addition to Valparaiso, Florida Sheet No. 1 Subdivision No. 2 & 3, Plat Book 1, Page 48, was accepted by the County on January 4, 1926, and that Plat conveyed the 50 foot rights of way to the County; and

WHEREAS, the County and City agree that it is in the best interest of both entities to transfer all of the County's interest in the following rights of way, see attached map as Exhibit A, to the City (the "Transferred Roadways"):

- Hickory Avenue – from Jefferson Street to Madison Street;
- Madison Street – from Palm Blvd to Fir Avenue;
- Jefferson Street – from Hickory Avenue to Fir Avenue;
- Fir Avenue – from Fortysixth Street to Madison Street;
- Fortysixth Street – from Palm Blvd to Fir Avenue;
- Fortyfifth Street – from Palm Blvd to Fir Avenue; and

WHEREAS, the County agrees to transfer all rights, responsibilities and obligations that it may have to the Transferred Roadways and the City agrees to accept all of these rights, responsibilities and obligations as to the Transferred Roadways, and specifically accepts the responsibility for the maintenance, repair and improvement of the Transferred Roadways.

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

SECTION 1. AUTHORITY. This Agreement is entered into pursuant to the powers and authority granted to the County and the City under Florida 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 City.

SECTION 4. TERM. This Agreement shall take effect on the last date of adoption by both the respective governing bodies and shall continue in perpetuity.

SECTION 5. TRANSFER. The County agrees to transfer to the City the Transferred Roadways identified and under the terms and conditions set forth herein. The right of way transferred here for the respective Transferred Roads is as set forth on Attachment "A". To the extent that there are any utilities located within the rights of way, then such transfer shall be subject to such easements or rights of use by those utilities.

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. 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 Board of County Commissioners, and jointly executed by the parties hereto. 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. INDEMNIFICATION. Subject to the limitations provided in section 768.28, Florida Statutes and without otherwise waiving sovereign immunity, the City agrees to indemnify the County and hold it harmless from and against any and all third party claims, demands, damages, losses, and expenses, including attorney's fees and costs, arising out of this Agreement, except for those claims, demands, damages, losses, and expenses arising out of the negligence, malfeasance, nonfeasance, or misfeasance of the County, or its employees or agents.

SECTION 9. 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 10. JURY TRIAL WAIVER. IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.

SECTION 11. 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 12. 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 13. 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 14. 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:

City Manager
City of Niceville
208 N Partin Drive
Niceville, FL 32578

SECTION 15. NO MEMBER LIABILITY. Neither the members of the governing body of the County, the City, 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 City or any executing authority of the County or the City for any act pertaining thereto.



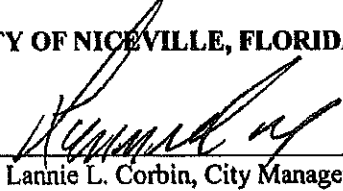
SECTION 16. SOVEREIGN IMMUNITY. The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the County or City's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

SECTION 17. INSURANCE, 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.

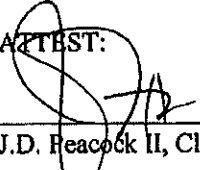

SECTION 18. FILING. The County and the City are hereby authorized and directed after approval, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida as provided in Section 163.01 (11), Florida Statutes.

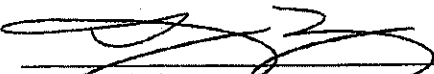
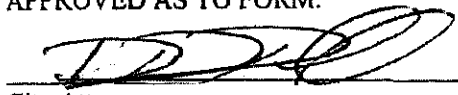
SECTION 19. WAIVER. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

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.

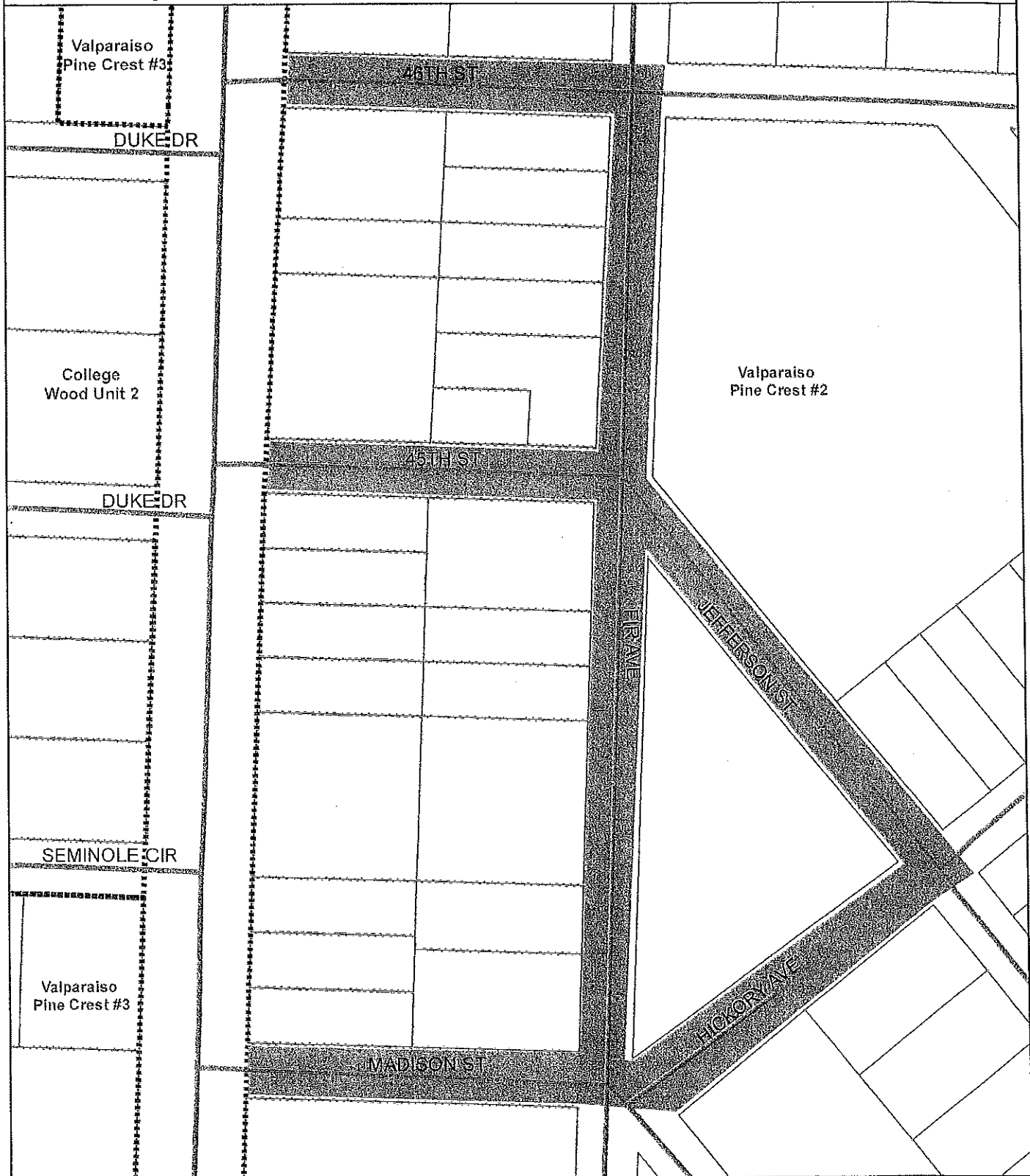
<p>OKALOOSA COUNTY, FLORIDA</p> <p>By:  Robert "Trey" Goodwin, Jr., Chairman</p>		<p>CITY OF NICEVILLE, FLORIDA</p> <p>By:  Lannie L. Corbin, City Manager</p>
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



Date: <u> JUN 16 2020 </u>	Date: <u> 30 June 2020 </u>
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<p>ATTEST:</p> <p> J.D. Peacock II, Clerk</p>		<p>ATTEST:</p> <p> Dan Doucet, Clerk</p>
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<p>APPROVED AS TO FORM:</p> <p> Lynn Hoshihara, County Attorney Hoshihara</p>	<p>APPROVED AS TO FORM:</p> <p> City Attorney</p>
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Valparaiso PineCrest #2 Interlocal Agreement - Exhibit A

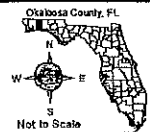


-  Road
-  Subdivisions
-  Parcels PCL
-  Proposed R.O.W. to be Transferred

Map PRODUCED BY
Lambert Cartographic Corp. Prospect
Highway, Painesville, Ohio 44068
1/10/1989, 1/10/1990

PUBLIC RECORD
This map is a public record of the
Valparaiso and is in the public domain
pursuant to Chapter 119, Florida Statutes.

DISCLAIMER
Cartographic errors may occur due to
any liability for errors or omissions in these maps
except those of legends.



RESOLUTION 20- 105

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY AND THE CITY OF NICEVILLE FOR THE TRANSFER OF COUNTY INTEREST IN CERTAIN RIGHTS OF WAY IN UNINCORPORATED OKALOOSA COUNTY TO THE CITY OF NICEVILLE AS RECORDED IN PLAT BOOK 1, PAGE 48, PLAT OF VALPARAISO REALTY COMPANY'S PINE CREST ADDITION TO VALPARAISO, FLORIDA SHEET NO. 1 SUBDIVISION NO. 2 & 3, AS RECORDED IN THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a request has been made to the Board of County Commissioners of Okaloosa County, Florida, for the transfer of the County's interest to a portion of platted County right-of-way, by the City of Niceville, Florida, a municipality organized under the laws of the State of Florida; and

WHEREAS, the particular rights of way sought to be transferred consists of the 50 foot wide and to the extent described: Fir Avenue from the North right of way of 46th Street to the South right of way of Madison Street; Jefferson Street from the East right of way of Fir Avenue to the South right of way of Hickory Avenue; Hickory Avenue from the West right of way of Jefferson Street to the East right of way of Fir Avenue; Madison Street from the East right of way of Palm Blvd. to the West right of way of Fir Avenue; 45th Street from the East right of way of Palm Blvd. to the West right of way of Fir Avenue; and 46th Street from the East right of way of Palm Blvd. to the West right of way of Fir Avenue, Plat of Valparaiso Realty Company's Pine Crest Addition to Valparaiso, Florida, Sheet No. 2 Subdivision No. 2 & 3, as recorded in Plat Book 1, Page 48, Public Records of Okaloosa County, Florida; and

WHEREAS, the transfer of the County's interest in the rights-of-way within the requested area will not result in an impairment of ingress to and egress from their respective property by adjoining property owners; and

WHEREAS, it appears that the transfer of the County's interest in the portions of the platted rights-of-way as described above is in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Okaloosa County, Florida, as follows:

1. The above recitals are incorporated herein.
2. The County hereby transfers all its interest, including any maintenance requirements, in the right of ways as more particularly described in section 3 below. The transfer is in accordance with the Interlocal Agreement entered into between the parties. The

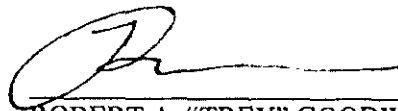
transfer shall be subject to such easements or rights of use by those utilities currently located within the right of way. If any future development should occur within the named rights-of-way, the City of Niceville, and or its successors, will facilitate the relocation of any and all existing utilities upon development of said parcel of property, at its sole expense.

3. Subject to the above conditions, the County hereby transfers any and all of its interest in the following described property to the City of Niceville, more particularly described as follows:

The part of rights of way sought to be transfer consists of the 50 foot wide and to the extent described: Fir Avenue from the North right of way of 46th Street to the South right of way of Madison Street; Jefferson Street from the East right of way of Fir Avenue to the South right of way of Hickory Avenue; Hickory Avenue from the West right of way of Jefferson Street to the East right of way of Fir Avenue; Madison Street from the East right of way of Palm Blvd. to the West right of way of Fir Avenue; 45th Street from the East right of way of Palm Blvd. to the West right of way of Fir Avenue; and 46th Street from the East right of way of Palm Blvd. to the West right of way of Fir Avenue, Plat of Valparaiso Realty Company's Pine Crest Addition to Valparaiso, Florida, Sheet No. 2 Subdivision No. 2 & 3, as recorded in Plat Book 1, Page 48, Public Records of Okaloosa County, Florida.

This Resolution shall take effect immediately upon adoption and execution. This Resolution shall be recorded in the official records of Okaloosa County, Florida.

DULY PASSED AND ADOPTED in the regular session this 16th day of June, 2020.



ROBERT A. "TREY" GOODWIN, III, CHAIRMAN OF
BOARD OF COUNTY COMMISSIONERS



ATTEST:



J.D. PEACOCK II
CLERK OF CIRCUIT COURT

