

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/16/2022

Contract/Lease Control #: C22-3158-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: CITY OF NICEVILLE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/15/2022

Expiration Date: UPON COMPLETION OF PROJECT

Description of: REDWOOD AVENUE SIDEWALK EXTENSION AGREEMENT

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
CITY OF NICEVILLE FOR THE REDWOOD AVENUE SIDEWALK EXTENSION**

THIS AGREEMENT is made and entered into this 15th day of February 2022 by and between **OKALOOSA COUNTY**, a political subdivision of the State of Florida ("County"), and the **CITY OF NICEVILLE**, a municipal corporation organized under the laws of the State of Florida ("City").

WHEREAS, the City recently constructed a sidewalk along Bayshore and Redwood Avenue that has a northern terminus at 11th Street; and

WHEREAS, the County is currently constructing a sidewalk from John Sims Parkway to Valparaiso Blvd.; and

WHEREAS, the two sidewalk construction projects result in a short gap of approximately 1,800 feet along Redwood Avenue with no sidewalk; and

WHEREAS, the parties find it is in the best interest of the public to construct this remaining segment of sidewalk.

NOW THEREFORE, in consideration of the foregoing and the mutual obligations set forth below, the parties, intending to be legally bound, agree as follows:

Section 1. Recitals. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

Section 2. Responsibilities.

- A. The County shall be responsible for constructing and maintaining the sidewalk along Redwood Avenue from Valparaiso Blvd. to 11th Street ("Project") as further detailed in Exhibit A.
- B. The City shall be responsible for the survey and design of the Project. The total cost of the Project is estimated not to exceed ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00). The City agrees to reimburse the County 50% of the construction cost, including construction inspection cost, of the Project.

Section 3. Term. This Agreement shall be effective upon execution by the parties and shall continue until completion of the Project and all amounts owed by the City are paid to the County.

Section 4. Termination, Default and Dispute Resolution. This Agreement may only be terminated by notice to and the written consent of both parties. In the event of a material breach of this Agreement which is not cured in thirty (30) days following receipt of written notice of the default, then either party may institute litigation to protect their rights under this

Section 11. Severability. 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.


Section 12. Conflicting Provisions. Any provision(s) of past agreements, entered into by the parties, in conflict with this Agreement are deemed repealed and the terms in this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

OKALOOSA COUNTY, FLORIDA

CITY OF NICEVILLE, FLORIDA

By: Mel Ponder
Mel Ponder, Chairman



The seal is circular with the word "SEAL" in the center. The outer ring contains the text "BOARD OF COUNTY COMMISSIONERS" at the top and "OKALOOSA COUNTY, FLORIDA" at the bottom.

By: William E. Schaeztle
William Schaeztle, Mayor Pro Tem

Date: February 15, 2022

Date: February 8, 2022

ATTEST:

J.D. Peacock II
J.D. Peacock II, Clerk



ATTEST:

Dan Doucet
Dan Doucet, Clerk

Agreement. The prevailing party shall be entitled to a reasonable attorney's fee and costs of such litigation.

Section 5. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Section 6. Authority. Each party represents and warrants that it, through its elected governing body, has the right, power, and authority to execute and deliver this Agreement and to perform all of the obligations stated herein.

Section 7. Notice. Any notice or document required to be delivered under this Agreement shall be in writing and shall be deemed received by the other party at the earlier of the date actually received, or five (5) business days after the date deposited in a United States Postal Service depository, postage prepaid, registered or certified mail, addressed to the County or the City, as the case may be, at the addresses set forth below:

As to the County:
County Administrator
Okaloosa County
1250 N. Eglin Pkwy
Suite 100
Shalimar, FL 32579

As to Niceville:
City Manager
City of Niceville
208 N. Partin Drive
Niceville, Florida 32578

Section 8. Entire Agreement. 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. 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.

Section 9. Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.

Section 10. Indemnification. Subject to the limitations provided in section 768.28, Florida Statutes, and without otherwise waiving sovereign immunity, the County and the City shall indemnify and hold harmless each other from and against any and all third-party claims, demands, damages, losses, and expenses, including attorney's fees and costs, except for those claims, demands, damages, losses, and expenses arising out of the party's own negligence, malfeasance, nonfeasance, or misfeasance.

Lannie Corbin
City Manager



208 N. Partin Drive
Niceville, Florida 32578
Office: (850) 279-6436
E-mail: admin@niceville.org

February 3, 2022

February 3, 2022

Mr. Scott Bitterman
Okaloosa County Public Works
1759 S. Ferdon Blvd.
Crestview, FL 32536

RE: Redwood Sidewalk Extension
Valparaiso Blvd. to 11th Street

Mr. Bitterman:

Recently, the City of Niceville constructed a sidewalk along Bayshore/Redwood Ave. that had a northern terminus at 11th Street. With the current County sidewalk project under construction from John Sims Pkwy. to Valparaiso Blvd. there will be a short gap of approximately 1,800 feet with no sidewalk. While this area is not within the city limits, the city of Niceville would like to participate financially in constructing this remaining segment and has already had the segment surveyed and designed at the city's expense. Based on the design, it is estimated that the total cost should not exceed \$180,000.00. The city of Niceville agrees to pay for 50% of the construction cost of this segment. If you have any questions, please let me hear from you.

Sincerely,

THE CITY OF NICEVILLE, FLORIDA

A handwritten signature in black ink, appearing to read "Lannie Corbin".

Lannie Corbin, City Manager

LC/me