

**INTERLOCAL AGREEMENT**

THIS AGREEMENT made and entered into this 9<sup>th</sup> <sup>June</sup> day of ~~May~~, 2017, by and between **OKEECHOBEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **COQUINA WATER CONTROL DISTRICT**, an independent water control district created pursuant to Chapter 298, Florida Statutes and located within Okeechobee County, Florida, hereinafter referred to as "CWCD", and **NOEL E. STEPHEN, SHERIFF** of **OKEECHOBEE COUNTY, FLORIDA**, hereinafter referred to as "Sheriff", pursuant to the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes).

**WITNESSETH:**

WHEREAS, the CWCD was established pursuant to Chapter 298, Florida Statutes by order of the Circuit Court dated June 23, 1971 and as subsequently amended; and

WHEREAS, since its formation, the CWCD has acquired numerous rights of way or easements for drainage and water control facilities as well as road and works reasonably necessary to support the purpose for which the CWCD was created; and

WHEREAS, the CWCD has acquired ownership or control of the rights of way and easements generally described in Exhibit "A" which is attached hereto and incorporated herein by reference. Said right of ways are hereinafter collectively referred to as the "Roads"; and

WHEREAS the Roads have historically been open to the public, and as the area has developed, the increased traffic has caused there to be a concern for the safety of drivers, passengers and pedestrians using the Roads; and

WHEREAS, Florida Statute Section 316.006(3)(b) provides that a county may exercise jurisdiction to control traffic over any private roads, if the County and a special district owning or controlling such roads, provide for county traffic control jurisdiction by a written agreement approved by the governing board of the county; and

WHEREAS, Florida Statute Section 316.006(b) further provides that prior to entering into an agreement for traffic control jurisdiction over private roads, the governing board of the county shall consult with the Sheriff; and

WHEREAS, CWCD has requested that the County exercise traffic control jurisdiction upon the Roads identified herein; and

WHEREAS, the County and Sheriff are willing to exercise traffic control jurisdiction upon the Roads; and

WHEREAS, Florida Statute Section 316.006(3)(b)(2) provides, inter alia, that no such agreement shall take effect prior to October 1 unless such provision is waived in writing by the sheriff of the county and the Sheriff hereby waives the provision of Florida Statute Section 316.006(3)(b)(2) thereby enabling an earlier implementation date.

**NOW, THEREFORE**, in consideration of the covenants and conditions herein, the County, Sheriff and CWCD hereby agree as follows:

1. **Recitations.** The above recitals are true and correct, are incorporated herein by reference, and form a material part of this Agreement.

2. **Jurisdiction.** The County agrees to exercise jurisdiction over traffic control upon the Roads pursuant to Florida Statute Section 316.006(3)(b).

3. **Traffic Signs.** CWCD shall establish the speed limit for the Roads consistent with the procedures and limits provided in Florida Statute Section 316.189(2) and shall be responsible for posting the speed limit on Department of Transportation approved signage along the Roads consistent with Florida Statute Section 316.189(3).

4. **Authority in Addition to Existing Authority.** The County's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to that authority presently exercised by the County over the Roads and nothing herein shall be construed to limit or remove any such authority. The County agrees to continue to provide such police and fire services as are required by law.

5. **Compensation.** CWCD shall compensate the Sheriff for the services performed under this Agreement that are reasonably determined by the Sheriff to *exceed normal traffic enforcement activities*.

6. **County to Retain Revenues.** All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the private roads shall be apportioned in the manner set forth in applicable statutes.

7. **Liability not Increased.** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County or the Sheriff than that which the County or the Sheriff would ordinarily be subjected to when providing its normal public safety services.

8. **Indemnification.** To the fullest extent permitted by law, CWCD shall indemnify, defend, and hold the County and the Sheriff (including all of their officers, employees and agents) harmless

from any loss, cost, damage or expense, including attorneys' fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the enforcement activities provided through this Agreement, or the maintenance, repair and/or reconstruction of any roads, road drainage or signage.

9. Road Maintenance. The County has not accepted the Roads for maintenance. Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of private roads, including, but not limited to the Roads. The maintenance, repair and construction or reconstruction of all Roads, drainage and signage shall at all times be solely and exclusively the responsibility of CWCD.

10. Entire Agreement. This Agreement, including the Exhibit attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner, with approval by the Board of County Commissioners.

11. Term and Effective Date. The term of this Interlocal Agreement shall commence upon the approval by the County (Board of County Commissioners), the CWCD (Board of Supervisors) and the Sheriff, and the filing of the same as set forth in paragraph 12 below, and shall continue for an initial term of five (5) years and shall be renewed for successive two-year terms unless terminated as provided herein. This agreement may be terminated by either the County or CWCD upon providing written notice of termination to the other party not less than ninety (90) days prior to the expiration of the initial term or succeeding term or terms.

12. Recording. A completely executed copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in Okeechobee County.

13. Notice. All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

As to County:

County Administrator  
Okeechobee Judicial Center  
304 NW 2<sup>nd</sup> Street, #102  
Okeechobee, FL 34972

With copy to:

County Attorney  
PO Box 968  
Okeechobee, FL 34973

As to Sheriff:

Okeechobee County Sheriff's  
Department

504 NW 4<sup>th</sup> Street  
Okeechobee, FL 34972

As to CWCD:

Coquina Water Control District  
504 NW 5<sup>th</sup> Avenue  
Okeechobee, FL 34972

With copy to:

CWCD Attorney  
975 SW 136<sup>th</sup> Avenue  
Okeechobee, FL 34974

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document for recording.

OKEECHOBEE COUNTY BOARD OF  
COUNTY COMMISSIONERS

ATTEST:

Sharon Robertson  
SHARON ROBERTSON, CLERK AND  
COMPTROLLER, BOARD OF COUNTY  
COMMISSIONERS

Terry W. Burroughs  
TERRY W. BURROUGHS, CHAIRMAN

Date: 6-19-17

Approved as to Form:

[Signature]  
County Attorney

Reviewed For Legal  
Sufficiency  
JUN 14 2017  
OKEECHOBEE COUNTY ATTORNEY

COQUINA WATER CONTROL DISTRICT

Anthony Young  
WITNESS One

ANTHONY YOUNG  
WITNESS One Print Name

[Signature]  
WITNESS Two

Alvin Clemens  
WITNESS Two Print Name

[Signature]  
By: Dorothy Miles, Chairman Board of  
Supervisors

Date: 6/9/17

Approved as to Form:

[Signature]  
CWCD Attorney

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2017, by Dorothy Miles, Chairman Board of Supervisors of Coquina Water Control District,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary Public - State of Florida

Erin Fralix  
Printed/Typed/Stamped Name of Notary  
My commission expires:



ERIN FRALIX  
MY COMMISSION # FF 231926  
EXPIRES: May 17, 2019  
Bonded Thru Budget Notary Service

[Signature]  
WITNESS One

[Signature]  
NOEL E. STEPHEN, SHERIFF of  
OKEECHOBEE COUNTY, FLORIDA

[Signature]  
WITNESS One Print Name

Date: 6-13-2017

[Signature]  
WITNESS Two

Jill R. Pitts  
WITNESS Two Print Name

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2017, by Noel E. Stephen, Sheriff of Okeechobee County,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary Public - State of Florida

Jill R. Pitts  
Printed/Typed/Stamped Name of Notary  
My commission expires:



JILL R. PITTS  
Commission # FF 083854  
Expires April 12, 2018  
Bonded Thru True Fair Insurance 800-285-7619

EXHIBIT "A"

Description of all Right of Ways and Easements

Beginning between Sections 33 and 34 of Township 34 South, Range 33 East, thence run North (along the Peavine) to the north line of Section 10, thence run East for two miles between Sections 3 and 10, 2 and 11; Thence run South for approximately 1320 feet between Sections 11 and 12; Thence run East for approximately 3650 feet; Thence run South for approximately 640 feet; Thence run East for approximately 1600 feet to the East section line of Section 12, Thence South to the Southeast corner of Section 36; all being within and comprising a portion of Township 34 South, Range 33 East.

Also, including all one half (1/2) miles roads within these Sections that CWCD has easements to and all other easements belonging to CWCD.

Also, all easements, roads and rights-of-way then owned by Communities Financial Corporation situate, lying and being in the "Viking" subdivision according to the plat thereof recorded in plat book 4, pages 3A through D, inclusive, Public records of Okeechobee County Florida, as described and transferred to the Coquina Water Control District in that certain corporate quit-claim deed recorded in Official Record Book 568 at Page 1320, Public Records of Okeechobee County, Florida.

A CERTIFIED TRUE COPY

SHARON ROBERTSON, EX-OFFICIO  
Clerk to the Board of County Commissioners  
Okeechobee County, Florida

By: Paula Robertson  
Deputy Clerk

