

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/21/2016

Contract/Lease Control #: C16-2362-BCC

Bid #: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: CITY OF CRESTVIEW

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/12/2016

Term: SECTION 6 OF DOCUMENT AT COMPLETION OF PROJECT

Description of Contract/Lease: INTERLOCAL FOR CV COURTHOUSE

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

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

Closed: \_\_\_\_\_

cc: Finance Department Contracts & Grants Office

CERTIFIED A TRUE  
AND CORRECT COPY

JD PEACOCK II  
CLERK CIRCUIT COURT

BY Jessica Ward  
DEPUTY CLERK



INTERLOCAL AGREEMENT  
BETWEEN OKALOOSA COUNTY  
AND THE CITY OF CRESTVIEW

DATE Jan. 13, 2016

**THIS INTERLOCAL AGREEMENT** (THE "Agreement") is made and entered into this 12<sup>th</sup> day of January 2016 by and between the Board of County Commissioners of Okaloosa County, Florida, whose address is 302 N. Wilson St. Suite 302 Crestview, FL 32536 (the "County"), and the City Council of the City of Crestview, Florida, whose address is 198 North Wilson Street, Crestview, Florida 32536 (the "City").

**Recitals**

**WHEREAS**, this Agreement is entered into under the authority granted to the City and the County by section 125.0101, Florida Statutes; and

**WHEREAS**, the Okaloosa County Courthouse currently located within the City of Crestview at 101 E. James Lee Blvd., was constructed in 1955 and has served the needs of Okaloosa County and the City of Crestview for many years; and

**WHEREAS**, as a result of its age, the limitations of its design, inadequate security, insufficient space and parking, and environmental concerns, the County has determined that the facility is no longer adequate to meet the future needs of the citizens of Crestview and Okaloosa County; and

**WHEREAS**, Okaloosa County has determined that as a result of the various inadequacies related to the facility and the environmental concerns which currently exist, that the demolition of the existing courthouse and constructing a new facility on the same site will best serve the interests of the citizens of the City of Crestview and Okaloosa County (the "Project"); and

**WHEREAS**, the County and the City recognize that the operations of the Courthouse serve as an economic driver for the businesses that are located within the City and that a prolonged lapse in the operational presence of the Courthouse facility could adversely impact those businesses; and

**WHEREAS**, the City and County agree that it is in the best interests of the citizens of the City and the County, that a single entity manage the Project, including selecting and overseeing contractors, building, fire, planning, zoning, plan review and inspections; and

**WHEREAS**, notwithstanding the above, the City reserves the authority to review and approve the construction plans for compliance with the Fire Code and the County shall provide the City with copies of all fire related inspections conducted by the County and when possible, a City fire inspector shall accompany the County inspector on required fire inspections; and

**CONTRACT# C16-2362-BCC  
CITY OF CRESTVIEW  
INTERLOCAL RE: CV COURTHOUSE  
EXPIRES: SECTION 6 COMPLETION  
OF PROJECT**

**WHEREAS**, the City and County agree that the allocation of said responsibilities to the County will be the most expeditious and cost effective process for the completion of the Project which will benefit the citizens of both the County and the City; and

**WHEREAS**, the County has the resources and expertise to undertake the necessary reviews and inspections;

**NOW THEREFORE**, in consideration of the mutual covenants expressed herein, the City and the County do hereby agree as follows:

**Section 1.** All of the above recitals are true and correct and incorporated herein as essential terms of this Agreement.

**Section 2.** County shall construct the Project and all associated parking, stormwater and other supporting infrastructure required by the facility and it shall be located at 101 E James Lee Blvd in Crestview, Florida.

**Section 3.** The Project shall be constructed in compliance with all applicable codes of the State of Florida and the City, including but not limited to the City's Building Code, Fire Prevention Code, planning and zoning requirements and land development regulations.

**Section 4.** Any and all application, inspection or permit fees due under the Code of the City shall be paid to the City by the County and in consideration thereof, the City shall make appropriate City staff available to the County to consult and advise on pertinent aspects of the Project as required.

**Section 5.** Copies of any permits and approvals required as part of the Project and issued by the County shall be provided to the City.

**Section 6.** This Agreement shall terminate upon the issuance of all necessary permits and approvals which would authorize occupancy and use of the Project after its completion.

**Section 7.** It is agreed neither the City nor the County assumes any liability for the acts, omissions, and negligence of the officers, agents and employees of the other. Both parties agree that they shall indemnify and hold the other harmless from all claims, damages, losses, and expenses arising out of or resulting from the actions of their officers, agents and employees that are performed within the scope of the responsibilities under this Agreement.

**Section 8.** This Agreement may be terminated by either party hereto upon ninety (90) days written notice to the other. Any notice, demand, communication, or request required or permitted herein shall be in writing and delivered in person or sent by first class mail, postage prepaid as follows:

As to County: Okaloosa County  
Attn: Public Works Director  
Public Works Department  
1759 S. Ferdon Boulevard  
Crestview, FL 32536

As to City: City of Crestview  
Attn: City Clerk  
P. O. Drawer 1209  
Crestview, FL 32536

**Section 9.** This Agreement shall be construed in accordance with the applicable laws of the State of Florida. If any provision of this Agreement violates any statute or rule of the State of Florida, it is considered modified to conform to that statute or rule of law. Further, in the event that a portion of this Agreement is found to be invalid, illegal or unenforceable, then that provision shall be severed from the Agreement and shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

**Section 10.** This Agreement may only be amended, in writing, approved by the Board of County Commissioners of the County and the City Council of the City.

**Section 11.** Upon execution, the County shall cause this Agreement and any subsequent amendments hereto to be filed with the Clerk of the Circuit Court of Okaloosa County, Florida.

IN WITNESS WHEREOF, the parties to this agreement have caused their names to be affixed by the proper officer thereof.

For the CITY:

For the COUNTY:

David Cadle  
David Cadle, Mayor

Nathan D. Boyles

Nathan D. Boyles, Chairman  
Board of County Commissioners  
BCC approval on Dec. 15, 2015.



Attest:

Attest:

Elizabeth M. Roy  
Elizabeth "Betsy" Roy  
City Clerk

J. D. Peacock, II  
J. D. Peacock, II  
Clerk of the Circuit Court



APPROVED AS TO FORM:

J. Stewart  
County Attorney

APPROVED AS TO FORM:

Ben Howell  
City Attorney