

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/24/2006

Contract/Lease Control #: C07-1430-TDI-80

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: CITY OF DESTIN

Lessor:

Effective Date: 10/12/2006 \$0

Term: INDEFINITE

**Description of Contract/Lease: INTERLOCAL BACH & DUNE RESTORATION AND
MANAGEMENT**

Department Manager: TDC

Department Monitor: D. JONES

Monitor's Telephone #: 651-7131

Monitor's FAX #: 651-7149

Date Closed:

CONTRACT: BEACH & DUNE
RESTORATION & MANAGEMENT
CONTRACT NO.: C07-1430-TDI-80
CITY OF DESTIN
EXPIRES: INDEFINITE

**INTERLOCAL AGREEMENT FOR BEACH AND DUNE RESTORATION
AND MANAGEMENT**

WHEREAS, the City of Destin and Okaloosa County each have political jurisdiction over a portion of the beaches and dunes which front the Gulf of Mexico within the geographical boundaries of Okaloosa County and recognize their responsibility to protect and preserve these beaches and dunes; and

WHEREAS, the City and the County have worked cooperatively in the planning and funding of an existing beach restoration project; and

WHEREAS, that cooperative experience and a current and clear need for beach and dune restoration under a county-wide strategy has led to the designation of the Okaloosa County Tourist Development Council as the lead body in all beach and dune restoration and renourishment projects through the adoption of this joint resolution.

THEREFORE, in accordance with the provisions of Section 163.01, F.S., the Board of Commissioners for Okaloosa County and the City Council of the City of Destin hereby designate the Okaloosa County Tourist Development Council (hereinafter referred to as "the COUNCIL") as the lead body in all beach and dune restoration and renourishment projects subject to the following terms and conditions:

**SECTION I.
AUTHORITY**

This Interlocal Agreement is entered into pursuant to the provisions of Chapter 163.01, Florida Statutes, and other applicable provisions of law.

**SECTION II.
PARTIES**

The parties to this interlocal agreement are the County and the City.

**SECTION III.
FINDINGS**

The recitals set forth above are hereby approved and incorporated herein.

**SECTION IV
DESIGNATION OF THE COUNCIL**

The County and City direct the COUNCIL to prepare and execute an overall plan for the protection and renourishment of the Gulf coastal beaches and dunes within the geographical limits of Okaloosa County, including management and preservation components and the establishment of long term dedicated funding and staffing for these joint efforts. The COUNCIL will prepare and present recommendations to the Destin

City Manager and the Okaloosa County Administrator for approval by the County and City in a timely manner.

The COUNCIL will be supported and advised by the following non-voting staff members:

A. Tourist Development Council Staff: the Executive Director of the Tourist Development Council, the County Beach Projects Manager

SECTION V **SCOPE OF AUTHORITY FOR THE COUNCIL**

The COUNCIL'S primary and initial function is to produce a unified coastal resources management plan which covers, but is not limited to, the following elements:

- A. Beach and dune restoration and renourishment for all Gulf shoreline in the County of Okaloosa.
- B. Identification of potential funding sources for restoration and renourishment plans, including a Federal project designation.
- C. Public education and involvement in coastal management issues
- D. Coordinate with Okaloosa County and the City of Destin in the development of emergency response plans for post-storm recovery and emergency beach maintenance.
- E. Exploration of innovative beach restoration technologies
- F. Exploration of regional partnerships for beach and dune restoration and renourishment.

SECTION VI **REPRESENTATIONS AND WARRANTIES**

A. The County does hereby represent and warrant to the City 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.

B. The City does hereby represent and warrant to the County 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 VII.
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 County's Board of County Commissioners, and jointly executed by the parties hereto. This Agreement shall be enforced and be binding upon, and insure to the benefits of, the parties hereto and their respective successors and assigns, if any. Any party to this Agreement shall have the right, but not obligation, to waive any right or rights, limitation or limitations, or condition or conditions herein reserved or intended for the benefit of such party without being deemed to have waived other rights, limitations, or conditions. However, any such waiver shall be valid only if expressly granted in writing as described above.

SECTION VIII
DISPUTE RESOLUTION

A. The parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with the provisions of the "Florida Governmental Conflict Resolution Act".

B. To the extent that the parties are unable to resolve this dispute through the provisions of the "Florida Governmental Conflict Resolution Act," then within thirty (30) days, the parties shall be required to participate in mediation. The cost of the mediation shall be borne equally between the parties.

C. In the event that the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

SECTION IX
SEVERABILITY

If any one or more of the covenants, agreements or 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 X
CONTROLLING LAW

All covenants, stipulations, obligations and agreements of the County and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of each of the County and the City to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. The laws of the State of Florida shall govern any and all provisions of this Agreement and any proceeding seeking to enforce or challenge any provision of this Agreement. Venue for any proceeding pertaining to this Agreement shall be exclusively in Okaloosa County and no where else.

SECTION XI
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, to the County as follows:

James Curry
County Administrator
1804 Lewis Turner Blvd.
Suite 400
Fort Walton Beach, FL 32547

and as to the City as follows:

Gregory A. Kisela
City Manager
City of Destin
4200 Two Trees Road
Destin, FL 32541

SECTION XII.
NO MEMBER LIABILITY

Neither the members of the governing body of the County, the City, nor any official 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 XIII.
FORCE MAJEURE

A party's timely performance of its obligations under this Agreement, only to the extent it is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and only for as long as performance of such obligations is prevented by reasons of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or omissions, except in those cases where the party could have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use reasonable efforts to minimize the impact of that delay on that party's performance. Neither party shall be liable to the other for damages caused by such events. This provision shall not apply to obligations to make payments under Paragraphs 5 and 6 of this Agreement.

SECTION XIV
FILING

The County and the City are hereby authorized and directed after approval of this Agreement by the County and the City and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, 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 XV
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 XVI
CONSTRUCTION

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year first above written.

BOARD OF COUNTY
COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA



By: Sherry S Campbell

Its: Chairman

Dated: 10-12-06

ATTEST:



By: Dary J Stanford

Its: Deputy Clerk

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing Interlocal Agreement was acknowledged before me this 12th day of October, 2006 by Sherry S Campbell as Chairman for the Board of County Commissioners of Okaloosa County, Florida and Dary J Stanford Deputy Clerk, respectively

(SEAL)



Jean A. Walker
MY COMMISSION # DD250003 EXPIRES
October 27, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Jean A Walker
Notary Public:
State of Florida
My Commission

Expires: _____

Personally Known or Produced Identification _____
Type of Identification Produced _____

Approved as to form and legal sufficiency
[Signature]

John R. Dowd
Its: County Attorney

CITY OF DESTIN, FLORIDA

By: Craig H. Barker

Craig Barker

Its: Mayor

Dated: 9-5-06

ATTEST

By: Dana Williams

Dana Williams

Its: Clerk

Dated: 9-5-06

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing Interlocal Agreement Contract for Beach Restoration was acknowledged before me this 5 day of September, 2006 by Craig Barker as Mayor of the City of Destin, Florida and Dana Williams as Deputy Clerk, respectively



KIMBERLY I. MONTGOMERY
MY COMMISSION # DD 509046
EXPIRES: March 5, 2010
Bonded Thru Budget Notary Services

Kimberly I. Montgomery

Notary Public:
State of Florida
My Commission

Expires: _____

Personally Known or Produced Identification _____

Type of Identification Produced _____

Approved as to form and legal sufficiency.

Jerome Miller

Jerome Miller

Its: City Attorney