

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 9/28/10

Contract/Lease Control #: C00-0343-GM

Bid #: N/A

Contract/Lease Type: INTERLOCAL

Award To/Lessee: CITY OF NICEVILLE

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 12/07/1999

Expiration Date: INDEFINITE

Description of Contract/Lease: CENTRALIZED UNIFORM SYSTEM FOR LOCAL REGISTRATION & LICENSING

Department Manager: GM

Department Monitor: E. KAMPERT

Monitor's Telephone #: 651-7180

Monitor's FAX # OR E-Mail: EKAMPERT@CO.OKALOOSA.FL.US

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

Cc: Finance Dept Contracts & Grants Division

**INTERLOCAL AGREEMENT**

The purpose of this Interlocal Agreement is to provide for a centralized uniform system for the local registration, licensing and discipline of registered contractors, and a listing of state certified contractors operating in unincorporated areas of the County of Okaloosa and the City of Niceville.

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of Jan 2000 between the City of Niceville, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY"), and the County of Okaloosa, a political subdivision of the State of Florida (hereinafter "COUNTY").

**WITNESSETH:**

**WHEREAS**, the parties in this agreement are authorized pursuant to the Florida Interlocal Cooperation Act of 1969 (Subsection 163.01 Florida Statutes) to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts provided for herein in the manner that will best utilize existing resources, powers and authority available to each of them; and

**WHEREAS**, it is the purpose of the Cooperation Act to provide a means by which the COUNTY and the CITY may exercise their respective powers, privileges and authority which they may have separately, but which pursuant to this Interlocal Agreement and the Cooperation Act they may exercise collectively; and

**WHEREAS**, entering into this Interlocal Agreement is in the best interests of the citizens of Okaloosa County as it will benefit the health, safety and welfare of said citizens,

**NOW THEREFORE**, in consideration of the premises, mutual covenants, provisions and representatives contained herein, the parties hereto agree as follows:

**ARTICLE I. STATEMENT OF PURPOSE**

The purpose of this Interlocal Agreement is to establish a centralized and uniform system for the local regulation of

registered contractors pursuant to Parts I and II, Chapter 489, Florida Statutes within Okaloosa County, Florida.

## **ARTICLE II. DURATION AND MODIFICATIONS**

This Interlocal Agreement shall become effective upon being filed with the Clerk of the Circuit Court of Okaloosa County, Florida, or on January 1, 2000, which ever later occurs. This Interlocal Agreement shall remain in effect for three (3) years and shall be automatically renewed for successive three (3) year periods unless one party notifies the other party in writing more than sixty (60) days before each three (3) year anniversary of their wish to terminate this Interlocal Agreement.

Otherwise, any Member may terminate as a party to this Agreement upon one hundred eighty (180) days written notice.

This Interlocal Agreement may be amended by mutual written agreement of the parties. Any amendments to this Interlocal Agreement shall be effective upon being filed with the Clerk of the Circuit Court of Okaloosa County, Florida.

## **ARTICLE III. DUTIES**

**A.** COUNTY shall maintain building trades boards in accordance with Parts I and II, Chapter 489, Florida Statutes, for the regulation of local registered contractors. The COUNTY board shall act for both parties as the disciplinary authority for contractors pursuant to Parts I and II, Chapter 489, Florida Statutes.

**B.** COUNTY shall, in accordance with state and COUNTY ordinances, review the qualifications of registered contractors desiring to provide services within the CITY. COUNTY shall issue written evidence of this review and approval.

**C.** CITY shall recognize the list of qualified registered and state certified contractors maintained exclusively by the COUNTY. The COUNTY may charge a reasonable fee to the CITY in order to defray the cost of the program. The CITY shall not create or in anyway charge or impose a fee on said contractors for such a program.

**D.** COUNTY shall process complaints regarding registered contractors regulated by the COUNTY program in accordance with Parts I and II, Chapter 489, Florida Statutes, and COUNTY

ordinances.

E. CITY shall assume at no cost to the COUNTY responsibility for investigating complaints filed with COUNTY involving alleged violations occurring within CITY and shall provide written reports and support at disciplinary hearings for purposes of giving expert testimony and other evidence or exhibits for those same cases. CITY and COUNTY shall mutually cooperate in carrying out this function.

F. COUNTY will provide CITY with regular reports containing information regarding contractors which have been reviewed and approved to provide services within the CITY.

#### **ARTICLE IV. DISPUTE RESOLUTION**

Any dispute as to the terms of this Interlocal Agreement shall be resolved by the Chief Building Officials of the CITY and COUNTY.

#### **ARTICLE V. LIABILITIES**

Each party shall be solely responsible for its performance under this Interlocal Agreement, and no liability shall inure to the other party from such performance or lack of performance. This provision shall not be construed as any waiver of Sovereign immunity by either party. No private cause of action shall arise based on Article III duties.

#### **ARTICLE VI. RECORDING**

The County Manager of Okaloosa County is hereby authorized and directed after approval of this Interlocal Agreement by the respective governing bodies of COUNTY and CITY and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Interlocal Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida.

#### **ARTICLE VII. MEMBERS LIABILITY**

No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of COUNTY or CITY in its, his, her or their individual capacity, and neither the members of the governing body shall be liable personally or shall be subject to

any accountability for reasons of the execution by COUNTY or CITY of this Interlocal Agreement or any act pertaining thereto.

**ARTICLE VIII. SEVERABILITY**

If any one or more of the covenants, agreements or provisions of this Interlocal Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Interlocal Agreement.

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

**THE CITY OF NICEVILLE**

(SEAL)

By: *Randall Wise*  
**RANDALL WISE**  
MAYOR

ATTEST:

*Donald J. Decet*  
CITY CLERK

**THE COUNTY OF OKALOOSA**

(SEAL)

By: *Dennis D. Nicholson*  
**DENNIS D. NICHOLSON**  
CHAIRMAN



ATTEST:

*Dary J. Stanford*  
**NEWMAN C. BRACKIN**  
Clerk of Circuit Court

