

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: September 13, 2012

Contract/Lease Control #: C12-1977-IS

Bid #: NA

Contract/Lease Type: INTERLOCAL

Award To/Lessee: MID-BAY BRIDGE AUTHORITY

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 09/04/2012

Expiration Date: INDEFINITE

Description of Contract/Lease: INTERLOCAL TO INSTALL FIBER OPTIC CONDUIT

Department Manager: IS

Department Monitor: VANDERHOEK

Monitor's Telephone #: 651-7570

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

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

REMARKS:

Cc: Finance Dept Contracts & Grants Division

Rosemarie,  
OK to proceed.  
Thanks,  
Fac'd 8/29 8/29/12

RECEIVED AUG 08 2012 SB

EXHIBIT D

CONTRACT & LEASE  
INTERNAL COORDINATION SHEET

Contract/Lease Number: C12-1977-15 Tracking Number: 464-12  
Contractor/Lessee Name: Mid-Bay Bridge Authority  
Purpose: Installation of Fiber Optic Conduit, Cable & Appurtenances  
Date/Term: \_\_\_\_\_ 1. ☐ GREATER THAN \$50,000  
Amount: TBD 2. ☐ GREATER THAN \$25,001  
Department: I.S. 3. ☐ \$25,000 OR LESS  
Dept. Monitor Name: Don Vanderhoek

Purchasing Review

Procurement requirements are met:  
[Signature]  
Contracts & Lease Coordinator

Date: 8/8/12

Risk Management Review

Approved as written:  
[Signature]  
Risk Management Director

Date: 8/13/12

County Attorney Review

Approved as written:  
[Signature]  
County Attorney

Date: 8/29/12

Following Okaloosa County approval:

Contract & Grant

Document has been received:

\_\_\_\_\_  
Contracts & Grants Manager

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



CAO Recd 8-15-12

P.O. Box 5037  
Niceville, FL 32578-5037

850-897-1428  
FAX 850-897-2685

August 13, 2012

Mr. Jim Curry  
Okaloosa County Administrator  
1804 Lewis Turner Blvd.  
Fort Walton Beach, Florida 32548

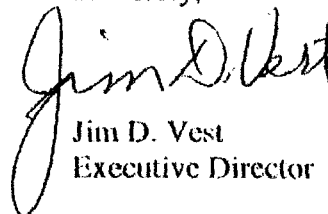
Subject: Interlocal Agreement

Reference: Fiber Optic Conduit, Cable and Appurtenances

Dear Mr. Curry:

Enclosed are three (3) originals, executed on behalf of the Mid-Bay Bridge Authority of the Interlocal Agreement between the Mid-Bay Bridge Authority and Okaloosa County regarding installation of Fiber Optic Conduit, Cable and Appurtenances (Mid-Bay Bridge Crossing). Please have all executed on behalf of Okaloosa County and return one (1) fully executed original to us for our files, provide a copy to the Okaloosa County Information Systems office and retain one for your file.

Sincerely,



Jim D. Vest  
Executive Director

JDV:cd  
Enclosures

INTERLOCAL AGREEMENT BETWEEN  
MID-BAY BRIDGE AUTHORITY AND OKALOOSA COUNTY  
REGARDING INSTALLATION OF FIBER OPTIC CONDUIT, CABLE AND  
APPURTENANCES  
(MID-BAY BRIDGE CROSSING)

This Interlocal Agreement, dated as of September 4, 2012, is by and between the Mid-Bay Bridge Authority, (the "Authority") and Okaloosa County (the "County").

WHEREAS, pursuant to Section 163.01 et seq., Florida Statutes, the Authority and the County may enter into agreements with other governmental agencies to enable them to cooperate on a basis of mutual advantage and provide services that will work best in view of geographic, economic and other factors influencing the needs of the local communities.

WHEREAS, in order to effectuate the matters set forth above, the Authority and the County desire to enter into this Interlocal Agreement.

In accordance with the foregoing, the Authority and the County agree as follows:

WHEREAS, the County intends to pursue the installation of fiber optic conduit, cable and appurtenances along State Road 293 (the Mid-Bay Bridge Crossing) (the "System"), for the benefit of residents of and visitors to the County; and

WHEREAS, while both the Authority and the County may act independently of each other notwithstanding the execution of this Interlocal Agreement, the parties desire to state their intention to act in concert to best meet the needs of residents and visitors respecting the anticipated installation of the fiber optic conduit, cable and appurtenances along the Mid-Bay Bridge Crossing; and

NOW THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the County agree as follows:

Section 1. The following actions shall occur:

- 1) The County will contract for the required furnishing and installation of the fiber optic conduit, cable and associated appurtenances as described in the Construction Plans in accordance with drawings prepared by Okaloosa County Information Systems (OCIS), described as OCIS Fiber Optic Network/Mid-Bay Bridge Crossing. Said Plans consisting of 24 pages are attached as Exhibit A hereto (the "Work"). The Construction Plans depict one (1) 1.25" conduit (the "County Conduit") and three (3) 1" conduits (the "Authority Conduits") that are to be installed along the Mid-Bay Bridge Crossing as part of the Work.
- 2) The County and the Authority agree that the Work described in the Plans will be paid for by the County, except as set forth in paragraph 3 below. After completion of the Work, the County shall own, control, and have the right and obligation to use, repair, or maintain the County Conduit, the fiber optic cable therein, and the associated appurtenances in its sole

discretion for all permissible purposes as approved by the Okaloosa Board of County Commissioners. However, if during the term of this Agreement the County decides to authorize a private third party use of the County fiber optic cable for commercial purposes with the County receiving in-kind consideration and/or financial revenues in return, then the Authority will be advised of such and the parties will discuss and negotiate in good faith additional consideration to the Authority for a commercial use of County fiber optic cable by private third parties that utilizes the County Conduit on and across the Mid-Bay Bridge Crossing. During the term of this Agreement, the Authority shall provide the County with rights of entry, use or access to the Mid Bay Bridge Crossing as needed and requested by the County in order to maintain, repair, replace, or supplement the County Conduit, the fiber optic cable therein, or the associated appurtenances to maintain or improve the performance of same.

3) The County and the Authority agree that after completion of the Work upon the presentation of an invoice from the County, the Authority shall reimburse to the County the costs of materials for the Authority Conduits. After reimbursement to the County of the cost of materials referenced herein, the Authority shall own and have the right and obligation to use, repair, or maintain the Authority Conduits, which shall be controlled by the Authority in its sole discretion.

Section 2. Amendment and Notice. This Agreement may be modified only by the mutual written consent of both parties. All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the individual designated below, until such a time as either party furnishes the other party written instructions to contact another individual.

For the County:

Okaloosa County Information Systems  
1804 Lewis Turner Blvd., Suite 402  
Fort Walton Beach, FL 32547

and

County Administrator  
1804 Lewis Turner Blvd., Suite 402  
Fort Walton Beach, FL 32547

For the Authority:

Executive Director  
Mid Bay Bridge Authority  
4400 East Hwy 20, Suite 403  
P.O. Box 5037  
Niceville, Florida 32578

Section 3. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed a waiver of immunity or a limitation of liability of either of the parties hereto beyond



any statutory limited waiver of immunity or limitation of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 4. Termination. This Interlocal Agreement shall continue in effect for the life of the Mid-Bay Bridge, unless written notice of termination is issued and agreed upon by both parties.

Section 5. Effective Date. This Interlocal Agreement shall become effective after execution by the parties and upon filing with the Clerk of the Circuit Court of Okaloosa County, Florida, in accordance with Section 163.01(11), Florida Statutes.

Section 6. Authority to Act. The execution of this Interlocal Agreement has been duly authorized by the appropriate official action of each party hereto, each party has complied with all requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

In witness whereof, the parties have caused this Agreement to be executed the day and year set forth above.

MID-BAY BRIDGE AUTHORITY

By:

Printed Name: Gordon E. Fornell

Its: Chairman

Attest:

Printed Name: Cathy Demoreski

OKALOOSA COUNTY

By:

Printed Name: Don R. Amundson

Its: CHAIRMAN

Attest:

Printed Name: Gary J. Stanford