

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: December 28, 2012

Contract/Lease Control #: C12-2008-WS

Bid #: NA Contract/Lease Type: INTERLOCAL

Award To/Lessee: TOWN OF SHALIMAR

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 11/20/2012

Expiration Date: 11/20/2027

Description of Contract/Lease: INTERLOCAL TO PROVIDE WATER & SEWER SERVICES

Department Manager: WS

Department Monitor: JEFF LITTRELL

Monitor's Telephone #: 850-651-7172

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

Date Closed: _____

REMARKS:

Cc: Finance Dept Contracts & Grants Division

e-mailed 10/26/12 to Mark W. ^{CM}

RECEIVED OCT 08 2012
K

EXHIBIT D

**CONTRACT & LEASE
INTERNAL COORDINATION SHEET**

Contract/Lease Number: _____ Tracking Number: 504-12

Contractor/Lessee Name: Town of Shelton

Purpose: Interlocal to Provide Water & Sewer

Date/Term: 15 years 1. GREATER THAN \$50,000

Amount: _____ 2. GREATER THAN \$25,001

Department: W&S 3. \$25,000 OR LESS

Dept. Monitor Name: J Littrell

Purchasing Review

Procurement requirements are met: _____ Date: 10/5/12

[Signature]
Contracts & Lease Coordinator

Risk Management Review

Approved as written: _____ Date: 10-9-12

[Signature]
Risk Management Director

County Attorney Review

Approved as written: _____ Date: 10/26/12

[Signature]
County Attorney

Following Okaloosa County approval:

Contract & Grant

Document has been received: _____ Date: _____

Contracts & Grants Manager

INTERLOCAL AG

THIS INTERLOCAL AGREEMENT is made and entered into as of this 20th day of November 2012 by and between Okaloosa County, Florida, a political subdivision of the state of Florida (the "County") and the Town of Shalimar, a municipality organized under the laws of the State of Florida (the "Town").

In consideration of the mutual agreements contained herein, the parties undertake, for themselves, their successors, and assigns as follows:

Section I. Okaloosa County ("County"), its successors and assigns, is hereby granted the exclusive right, authority, easement, and franchise to construct, erect, install, extend, renew, repair, maintain, operate and conduct in the Town of Shalimar a system for the distribution of water and the handling and collection of sewage.

Section II. The County is hereby further given, granted and vested, with the exclusive right, authority, easement, privilege and franchise to construct, erect, install, extend, renew, repair, maintain, operate and conduct in said Town of Shalimar, a system of water distribution and sewage collection mains together with all fittings, appliances, stations and appurtenances necessary or desirable to furnish the Town of Shalimar and its inhabitants and corporations within and without said Town a competent water and sewer service. The further right is granted to use in, over, under, along, upon and across all streets, avenues, alleys, ways, bridges and public places in said Town, as they now exist or as they may hereinafter be laid out or extended within the present and future limits of said Town, for such purposes with the Town being given prior notice of the work to be done.

The County shall have the duty and obligation to provide a water and sewer system throughout the Town of Shalimar exactly as it provides that system in the unincorporated Okaloosa County areas.

Section III. All work by the County shall be constructed as not to unreasonably interfere with the proper use of the streets, avenues, alleys, ways, bridges, and public places in the Town all of which shall be maintained in good condition and repair. Any work done by the County will be subject to regulation by the Town of Shalimar regarding the times and circumstances under which roads are to be disturbed or blocked and will be coordinated with the Town of Shalimar.

Section IV. Whenever the County shall cause any opening or alteration to be made in any of the streets, avenues, alleys, ways, bridges or public places of the Town for the purpose set

out herein, the work shall be completed within a reasonable time restoring facilities to their proper condition and repair.

The County will abide by existing and future Town ordinances regarding the repair and reconstruction of streets and the use of easements within the Town. The easements otherwise granted to the County by this franchise shall be non-exclusive easements that may also be exercised and used by others. The County shall be obligated to coordinate with all other franchisees and owners of easements throughout the Town of Shalimar to minimize disruption of all utility systems that service the Town.

Section V. Subject to the provisions and limitations of Section 768.28, Florida Statutes, the County shall hold the Town harmless from any and all liability or damages resulting from the negligence of the County in constructing, maintaining, or operating the aforesaid systems.

Section VI. The County may, from time to time, declare, make, and enforce such reasonable rules and regulations and fix and collect such rates, fees, and other charges for the services and facilities of the aforesaid system as shall be consistent with and required by those certain bond resolutions by the Board of County Commissioners of Okaloosa County and shall be uniform with such rules and charges applicable to all other users of said systems of the same class. Upon installation of new mains, meters, and fire hydrants, water rates shall be consistent with the bond resolutions set out above.

Section VII. In the event sewer services or water services are interrupted or fail by reason of accident, or any cause beyond the control of the County, the County shall restore service within a reasonable time, and such interruption shall not constitute a breach of this franchise, nor shall the County or the Town be liable for any loss or damages by reason of such interruption or failure.

Section VIII. The exclusive franchise granted by this Agreement shall exist and continue for a period of fifteen (15) years. This franchise is subject to all terms and conditions of the Charter of the Town of Shalimar. This provision shall apply to any subsequently annexed territory.

Section IX. Fire hydrants shall be installed as required by the Fire Control District or other firefighting organization servicing the Town.

Section X. The County will grant to the Town of Shalimar, for property actually owned by the Town of Shalimar, such tap-ons or connections to the water and

sewer systems as may be necessary for Town usage, and backflow preventer inspections, without charge.

Section XI. Whenever in this agreement either the Town of Shalimar or Okaloosa County is named or referred, it shall include successors or assigns of either with all rights, privileges, and obligations binding and inuring to benefit of such successors or assigns of each.

Section XII. Town of Shalimar utility taxes on water and sewer services according to governing Town of Shalimar ordinances will be collected and disbursed to the Town by the County after a reasonable collection fee not to exceed 5% of collected taxes.

Section XIII. This Agreement shall take effect when approved by the Commission as required by law, and accepted in writing by the County which acceptance must be filed within (90) days from date with the Town Clerk.

ADOPTED AND PASSED this 20th day of November 2012.



Gary Combs, Mayor

Attest:



Thomas A. Burns, Town Manager

Attest: Board of County Commissioners of Okaloosa County

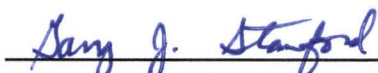


Don R. Amunds, Chairman



WITNESSED:

STATE OF FLORIDA, COUNTY OF OKALOOSA



Gary J. Stanford, Finance Officer
Okaloosa County Clerk of Courts

