

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04-25-2018

Contract/Lease Control #: C18-2695-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: CITY OF CRESTVIEW

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/09/2018

Expiration Date: 09/30/2025

Description of  
Contract/Lease: INTERLOCAL AGREEMENT

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

Username

[Forgot Username?](#)

Password

[Forgot Password?](#)[Log In](#)[Create an Account](#)

ALERT: If you are registering a new entity in SAM.gov, you must provide an original, signed notarized letter stating that you are the authorized Entity Administrator before your registration will be activated. Read [our FAQs](#) to learn more about this process change.

# Entity Dashboard

[Entity Overview](#)[Entity Registration](#)[Core Data](#)[Assertions](#)[Reps & Certs](#)[POCs](#)[Exclusions](#)[Active Exclusions](#)[Inactive Exclusions](#)[Excluded Family Members](#)[RETURN TO SEARCH](#)

## CRESTVIEW, CITY OF

DUNS: 025063611 CAGE Code: 5R7A2

Status: Active

Expiration Date: 07/10/2018

Purpose of Registration: Federal Assistance Awards Only

198 N WILSON ST

CRESTVIEW, FL, 32536-3436,

UNITED STATES

## Entity Overview

### Entity Registration Summary

**Name:** CRESTVIEW, CITY OF  
**Business Type:** US Local Government  
**Last Updated By:** Gina Toussaint  
**Registration Status:** Active  
**Activation Date:** 07/10/2017  
**Expiration Date:** 07/10/2018

### Exclusion Summary

Active Exclusion Records? No



IBM v1.P.12.20180406-1123

WWW3

[Search Records](#)[Data Access](#)[Check Status](#)[About](#)[Help](#)[Disclaimers](#)[Accessibility](#)[Privacy Policy](#)[FAPIS.gov](#)[GSA.gov/IAE](#)[GSA.gov](#)[USA.gov](#)

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**Contract # C18-2695-BCC  
CITY OF CRESTVIEW  
INTERLOCAL AGREEMENT  
EXPIRES: 09/30/2025**

**INTERLOCAL AGREEMENT AMONG OKALOOSA  
COUNTY, THE CITY OF CRESTVIEW AND THE CITY OF  
CRESTVIEW COMMUNITY REDEVELOPMENT AGENCY**

**THIS INTERLOCAL AGREEMENT (the "Agreement")** is made and entered into between Okaloosa County, a political subdivision of the State of Florida (hereinafter "County"), the City of Crestview, a Florida municipal corporation (hereinafter the "City"), the City of Crestview Community Redevelopment Agency, a body politic and corporate created pursuant to Chapter 163, Part III, Florida Statutes (hereinafter the "CRA"), and who agree as follows:

**WITNESSETH:**

**WHEREAS**, Chapter 163, Part III, Florida Statutes (the "Community Redevelopment Act") provides authority, criteria and procedures for carrying out community redevelopment through the designation and funding of a community redevelopment area; and

**WHEREAS**, on August 14, 1995, the City of Crestview approved its initial Redevelopment Plan for its Community Redevelopment Area (the "Redevelopment Area") under Part III, Chapter 163 Florida Statutes; and

**WHEREAS**, under the original Community Redevelopment Plan, the term of the CRA was for thirty (30) years and it is currently scheduled to expire on September 30, 2025, if not extended; and

**WHEREAS**, in 1998, the Community Redevelopment Plan was amended to, among other things, expand the boundaries of the Redevelopment Area with three additional areas; and

**WHEREAS**, in 2015, the Community Redevelopment Plan was revised to update the plan, add projects and current budget information and project future development for the District and to balance the program designs and projects for each of the Redevelopment Areas; and

**WHEREAS**, in 2017, the CRA proposed to amend its Community Redevelopment Plan by incorporating a new, comprehensive Master Plan, and adding various projects and current budget information. The proposed Community Redevelopment Plan sought to increase the term of the CRA for an additional thirty (30) years until end of fiscal year 2055; and

**WHEREAS**, pursuant to the provisions of Part III, Chapter 163, Florida Statutes, the CRA provided a copy of the proposed amendment of the Community Redevelopment Plan to the County for its review and consideration; and

**WHEREAS**, the County timely raised certain concerns about the proposed amendment and sent its written letter of objection to the amendment to both the City and the CRA; and

**WHEREAS**, pursuant to the provisions of section 163.361, Florida Statutes the City, the County and the CRA met in joint session on February 13, 2018 to address the concerns raised by the County and the parties arrived at a proposed resolution of the above-mentioned concerns; and

**WHEREAS**, pursuant to Section 163.01(4), Florida Statutes, two or more local governmental units are authorized to enter into an interlocal agreement providing for the joint or cooperative exercise of any power which either governmental unit might independently exercise; and

**WHEREAS**, the City, the CRA and the County have agreed to a resolution of the above-mentioned concerns, the terms of which are reflected in this Interlocal Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the parties, the County, the CRA and the City agree as follows:

**SECTION 1. Authority.** This Interlocal Agreement is entered into pursuant to the provisions of Chapter 163, Part III, and Chapter 164, Florida Statutes, and other applicable provisions of law.

**SECTION 2. Findings.** The recitals set forth above are hereby approved and incorporated herein.

**SECTION 3. Definitions.** Unless otherwise defined herein, the following words and phrases shall have the following meanings:

A. **"Agency" or "CRA"** means the City of Crestview Community Redevelopment Agency, or its successor, a public body corporate and politic.

B. **"Act"** means Part III of Chapter 163 of Florida Statutes (2017).

C. **"Agreement"** means this document and other terms and conditions which are included and the exhibits and documents that are expressly incorporated herein by reference.

D. **"City"** means the City of Crestview, a municipal corporation under the laws of the State of Florida.

E. **"County"** means Okaloosa County, Florida, a Political Subdivision of the State of Florida.

F. **"City of Crestview Community Redevelopment Amended Plan" or "Amended Plan"** means the 2017 Community Redevelopment Plan of the CRA, including the supporting Master Plan.

G. **"Effective Date"** means the date upon which the last party to this Agreement has fully executed same in accordance with the formalities imposed upon such entity required by Florida Law and the recording of this Agreement as contained in section 13 below.

**SECTION 4. NO LITIGATION.** In consideration of the actions and modifications agreed to by the City and the CRA, the County agrees not to file any administrative or judicial complaint or petition challenging the 2017 Community Redevelopment Plan, as amended by Section 5 herein, nor will the County seek any refund or reimbursement of any funds the County has previously submitted to the CRA or City as County contributions to the CRA tax increment financing trust fund.

**SECTION 5. Modification to the Amended Plan and New Member on CRA Board.**

The parties agree:

A. The City will approve an Amended Plan with an extended term of the CRA for an additional fifteen (15) years, to terminate on September 30, 2040.

B. The CRA Board currently consists of seven (7) members consisting of the five members of the Council of the City of Crestview and two citizens appointed by the City Council pursuant to Florida Statutes. The parties hereby agree that an eighth member shall be added to the CRA Board that shall be an *ex officio* (non-voting) member representing the County. The *ex officio* member shall be a current member of the Board of County Commissioners and shall be selected by the Board of County Commissioners of Okaloosa County. The City, as governing body of the CRA, shall have the right to remove any County selection for neglect of duty or misconduct. In such an event, the County shall select a new *ex officio* member from the County Board of Commissioners, subject to that individual's acceptance of the position. The term of office for such *ex officio* member shall be for 4 years.

C. To the extent that any of these proposed modifications require the amendment of the provisions of Chapter 2 – Administration; Article III – Boards, Committees and Commission; Division 4 - Community Redevelopment Agency of the Code of the City of Crestview, then the City agrees to make such amendments to fully and completely implement these modifications.

D. The County may opt out of participation in selecting a Board of County Commissioner member to sit on the CRA Board, at the County's discretion.

**SECTION 6. Representations and Warranties.**

A. The City does hereby represent and warrant to the County and the CRA that it has all requisite power, authority, and authorization to enter into this Agreement, that by this Agreement does not waive any of its authority as governing body of the CRA, 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 County does hereby represent and warrant to the City and the CRA 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.

C. The Agency does hereby represent and warrant to the City and 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 7. 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, the CRA, and the County, and jointly executed by the parties hereto, except as provided herein. This Agreement shall be enforced and be binding upon and inure 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 8. 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 9. 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, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then the remaining terms of this Agreement shall continue to be in force and effect.

**SECTION 10. Controlling Law.** All covenants, stipulations, obligations and agreements of the County, the CRA, and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of each of the County, the CRA, 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 Okaloosa County, Florida.

**SECTION 11. 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:

County Administrator  
1250 N. Eglin Parkway  
Suite 102  
Shalimar, Florida 32579

and as to the City as follows:

City Clerk  
City of Crestview  
198 Wilson Street N.  
Crestview, Florida 32536

and as to the Agency as follows:

CRA Director  
City of Crestview Community Redevelopment Agency  
198 Wilson Street N.  
Crestview, Florida 32536

**SECTION 12. No Member Liability.** Neither the members of the governing body of the County, the CRA or 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 CRA or the City or any act pertaining thereto.

**SECTION 13. Sovereign Immunity.** Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the parties as set forth in Section 768.28, Florida Statutes.

**SECTION 14. Recording.** The City, the CRA and the County are hereby authorized and directed after approval of this Agreement by the County, the CRA 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 15. Effective Date.** This Agreement shall become effective immediately upon the execution by the appropriate officers of the County, the CRA, and the City, and the recording of this Agreement as provided in Section 13.

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  
OKALOOSA COUNTY, FLORIDA

BY: \_\_\_\_\_

Chairman, Graham W. Fountain

DATE: 3/21/18

ATTEST:

BY: \_\_\_\_\_

Clerk J.D. Peacock II

Approved as to form:

Okaloosa County Attorney

Gregory T. Stewart

CITY OF CRESTVIEW

BY: \_\_\_\_\_

Mayor

DATE: 4-9-18

ATTEST:

BY: \_\_\_\_\_

City Clerk

Approved as to form:

Crestview City Attorney

CRESTVIEW COMMUNITY REDEVELOPMENT AGENCY

BY: \_\_\_\_\_

Chairman

ATTEST:

BY: \_\_\_\_\_

Clerk

Approved as to form:

Agency Attorney