

**EXHIBIT B**

**CONTRACT, LEASE, AGREEMENT CONTROL FORM**

**Date:** 8/30/2005

**Contract/Lease Control #:** C05-1263-BCCI-78

**Bid #:** N/A

**Contract/Lease Type:** AGREEMENT

**Award To/Lessee:** ESCAMBIA COUNTY

**Lessor:**

**Effective Date:** 8/4/2005 \$50,000

**Term:** INDEFINITE

**Description of Contract/Lease:** INFORMATION TECHNOLOGY POSITION  
FOR 1<sup>ST</sup> JUDICIAL CIRCUIT COURT 100% FUNDING BCC APPROVED 8/19/08 

**Department Manager:** ADMINISTRATIVE SERVICES

**Department Monitor:** J. CURRY

**Monitor's Telephone #:** 689-5007

**Monitor's FAX #:** 689-5025

**Date Closed:**

INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY  
AND  
THE OFFICE OF THE STATE ATTORNEY  
FIRST JUDICIAL CIRCUIT

THIS INTERLOCAL AGREEMENT is entered into by and between Okaloosa County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "Okaloosa County"), with administrative offices located at 1804 Lewis Turner Boulevard, Fort Walton Beach, Florida 32547, and the Office of the State Attorney, First Judicial Circuit created and existing under the laws of the State of Florida, (hereinafter referred to as "State Attorney") with administrative offices at 190 Governmental Center, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

WITNESSETH:

Whereas, Section 28.24 (12)(e)(1), Florida Statutes sets forth the legislatively established funding source of a \$2 filing fee (hereinafter referred to as "\$2 filing fee" distributed to the board of county commissioners to be used exclusively for funding court-related technology, and court technology needs as defined in Section 29.008(1)(f)(2) and (h) for the state trial courts, state attorney and public defender; and

Whereas, Section 29.008 (1)(f)(2), Florida Statutes allows a portion of this \$2 filing fee revenue source to be used for county funded staff to support the operations and management of the State Attorney's computer networks, systems and equipment; and

Whereas, pursuant to Ch. 163, Fla. Stat., the County and the Office of the State Attorney may enter into this Agreement in order to cooperatively use their resources to mutual advantage; and

Whereas, Okaloosa County has entered into an Interlocal Agreement with Escambia County whereby Escambia County administers expenditures and payments from Okaloosa County's \$2.00 filing fee.

Now, Therefore, in consideration of the mutual terms and conditions, promises and covenants hereinafter set for the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows.

Article 1  
Purpose

- 1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 1.2 Okaloosa County, in cooperation with the Office of the State Attorney, hereby establishes the funding for a full time state employee to assist in the support of the State Attorney's computer networks, systems and equipment.

CONTRACT: 100% IT POSITION  
1ST JUDICIAL CIRCUIT COURT  
CONTRACT NO.: C05-1263-BCCI-78  
ESCAMBIA COUNTY  
EXPIRES: INDEFINITE

Article 2  
Agreement Established

- 2.1 This Agreement shall become effective when filed with the Clerk of the Circuit Court of Okaloosa County, Florida and shall continue for two years. Okaloosa County shall be responsible for such filing.
- 2.2 The parties hereto agree to be fully responsible for their negligent acts or omissions or tortuous acts during the life of this agreement that result in claims or suits against any other party, and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applied. Nothing herein shall be construed as consent by the parties to be sued by third parties in any matter arising out of this Agreement.

Article 3  
Amount of Funds and Method of Payment

- 3.1 Okaloosa County agrees to authorize Escambia County to pay the Office of State Attorney for reimbursement of the salary, benefits and employer tax cost for one full time state employee from the discrete Okaloosa County fund established by Escambia County as required by the Interlocal Agreement between Okaloosa County and Escambia County concerning administration of the Okaloosa County \$2.00 filing fee. The total sum of monies paid to the Office of State Attorney under this Agreement shall not exceed \$49,841.85 per budget year.
- 3.2 Payments under this Agreement shall be made on a cost reimbursement basis. Reimbursement shall be made monthly based on the Office of State Attorneys submission and Escambia County's approval of a monthly invoice. The Office of State Attorney shall maintain documentation of all costs represented on the invoice. The Office of State Attorney will submit documentation of expenditures with all invoices, and payment may be withheld if services have not been satisfactorily completed or the documentation is not satisfactory. Any payment due or any approval necessary under the terms of this Agreement may be withheld until all evaluation and documentation of expenditures due from the Office of State Attorney, and necessary adjustments thereto, have been approved by Escambia County.
- 3.3 Okaloosa County will use the \$2.00 filing fee to pay fully the payments to the Office of the State Attorney required by this agreement, and any other associated costs.
- 3.4 No Okaloosa County general revenue or other county monies of any type or amount will be used to fund the payments to the Office of the State Attorney required by this agreement.

- 3.5 Should for any reason the \$2.00 filing fee funding no longer be available to Okaloosa County to cover the payments required by this Agreement, then this Agreement shall terminate on the date such funding ceases.

Article 4  
Personnel

- 4.1 The job duties of the employee filling the position that will be funded by this agreement will be restricted to installing and supporting the computer networks, systems, equipment, and computer software of the Office of the State Attorney.
- 4.2 The Office of the State Attorney will be responsible for the payment of all FICA taxes, withholding taxes, state and federal unemployment taxes, retirement benefits, and insurance benefits related to this employee from the funds received under this agreement.

Article 5  
General Provisions

- 5.1 Termination: This Agreement may be terminated by either party for causes, or for convenience, upon five (5) days written notice via certified mail.
- 5.2 Records: The parties acknowledge that this Agreement and any related financial records, audits, records, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy, and after giving that party five (5) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.
- 5.3 Assignment: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.
- 5.4 All Prior Agreements Superseded:
- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

- (b) It is further agreed that no modification, amendment, or alteration in the terms of conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 5.5 Governing Law: This Agreement shall be governed by and construed in accordance with the law of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement shall be in the County of Okaloosa.
- 5.6 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
- (a) If any party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other parties and request clarification of the interpretation of this Agreement.
- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 5.7 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 5.8 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.
- 5.9 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United State Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO OKALOOSA COUNTY

TO THE OFFICE OF STATE ATTORNEY

James D. Curry, County Administrator  
1804 Lewis Turner Boulevard  
Suite 400  
Fort Walton Beach, Florida 32547

Bill Eddins, State Attorney  
M.C. Blanchard Judicial Center  
190 Governmental Center  
Pensacola, FL 32502

5.10 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Okaloosa County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 19<sup>th</sup> day of August, 2008, the Office of State Attorney, by and through its administrator duly authorized to execute same on the 5<sup>th</sup> day of September, 2008.

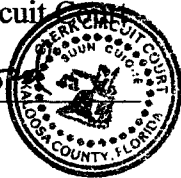
COUNTY:  
OKALOOSA COUNTY, FLORIDA a political  
Subdivision of the State of Florida acting by and  
Through its duly authorized Board of County  
Commissioners.

By: [Signature]  
James Campbell, Chairman



ATTEST: Don W. Howard  
Clerk of the Circuit

[Signature]  
Deputy Clerk



Date: August 19, 2008

(SEAL)

OFFICE OF STATE ATTORNEY  
Office of State Attorney acting by and through its  
duly authorized Administrator

By: [Signature]  
Witness

By: [Signature]  
Bill Eddins, State Attorney

By: [Signature]  
Witness

Date: 9/5/08