

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: MAY 8, 2001

Contract/Lease Control #: C01-0554-P11-37

Bid #: N/A Contract/Lease Type: INTERLOCAL

Award To/Lessee: CITY OF NICEVILLE, FL

Lessor: _____

Effective Date: 3/21/2001 \$0

Term: INDEFINITE

Description of Contract/Lease: FIRE CODE INSPECTIONS AND PLAN
REVIEWS

Department Manager: PLANNING & INSPECTION

Department Monitor: CRAIG MAHLMAN

Monitor's Telephone #: 651-7180

Monitor's FAX #: 651-7706

Date Closed: _____

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this 21st day of March, 2001, between the CITY OF NICEVILLE, herein referred to as the "City" and OKALOOSA COUNTY, a political subdivision of the State of Florida, herein referred to as the "County".

WITNESSETH:

WHEREAS, the parties hereto have the common authority to establish Code requirements for the construction of improvements and regulate and enforce such requirements within the parties respective geographic jurisdictions; and

WHEREAS, the County desires to contract with the City for the City to provide certain services to the County within specified unincorporated areas of the County; and

WHEREAS, the City agrees to provide the specified services under the terms and conditions herein set forth.

NOW, THEREFORE, the parties agree as follows:

1. The City agrees to provide to the Okaloosa County Planning & Inspection Department all applicable fire code inspections and plan reviews for all new commercial installations, additions and remodeling and any reinspection of all installations in accordance with the National Fire Protection Association (NFPA) rules in the unincorporated area of Okaloosa County set forth herein. More specifically, the City will provide commercial plan review, final inspections of all commercial facilities, inspection of all child care facilities and review site plans and subdivision plats for compliance with the Life Safety Code in the unincorporated area of Okaloosa County set forth herein. In addition, the City will provide all annual inspections for commercial and public facilities in the

unincorporated area of Okaloosa County set forth herein. The unincorporated area of Okaloosa County in which the City will provide the services set forth in this paragraph is the area lying within the East Niceville Fire District.

2. The City shall provide the County documentation of all inspections it performs pursuant to this agreement in a format agreed upon by the Director of Public Safety and the County Building Official.
3. All work by the City to provide the services set forth in paragraph 1 will be conducted by City personnel meeting the requirements of Chapter 633, Florida Statutes, and State Fire Marshall Administrative Rule 4A.
4. In addition to providing the services set forth in paragraph 1, the City will advise the County in matters related to fire protection and participate with the County at the Fire Code Advisory Board.
5. The City will be responsible for supervision of all work required to perform the services provided for herein, and will be responsible for scheduling work. In addition, the City will provide all vehicles, training, uniforms, reference materials and personnel necessary to perform the services and will be responsible for the costs.
6. The term of this agreement shall run for an indefinite period of time beginning on the date of this agreement as set forth below. Either party shall have the right to terminate this agreement at any time during the term without cause by giving the other party not less than ninety (90) days written notice.
7. To facilitate its performance under this agreement, the City shall have full cooperation and assistance from the County, its officers, agents and employees.

8. The County, its officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the City in performing the services pursuant to this agreement.
9. The County shall assume no liability for the payment of salary, wages or other compensation or entitlement to the officers, agents or employees of the City performing services provided for under the terms of this agreement.
10. This agreement may not be amended, except by the mutual agreement of the parties in writing.
11. This agreement shall take effect on April 2, 2001.

Entered into on the date set forth above.

OKALOOSA COUNTY, FLORIDA

THE CITY OF NICEVILLE

BY: Shirley R. Ransom

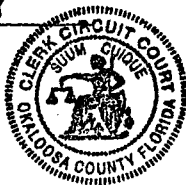
SHIRLEY RANSOM, Chairman
Board of County Commissioners



BY: Randall Wise

RANDALL WISE
Mayor

ATTEST: Sandy J. Stanford
for CLERK
Okaloosa County



ATTEST: Daniel J. Doucet
CITY CLERK
Niceville