

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/8/2006

Contract/Lease Control #: C07-1436-BCC30-87

Bid #: PMA 68-13 Contract/Lease Type: INTERLOCAL

Award To/Lessee: CITY OF LAUREL HILL, FL

Lessor:

Effective Date: 11/7/2006 \$0

Term: EXPIRES 11/7/2036

Description of Contract/Lease: ANIMAL CONTROL FACILITY

Department Manager: ADMINISTRATIVE SERVICES

Department Monitor: D. MILLER

Monitor's Telephone #: 689-5007

Monitor's FAX #: 689-5025

Date Closed:

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

CONTRACT: ANIMAL CONTROL FACILITY
CONSTRUCT/USE LAUREL HILL
CONTRACT NO.: C07-1436-BCC30-87
CITY OF LAUREL HILL, FL
EXPIRES: 11/8/2036

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into on this 7th day of November, 2006 by and between **BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA**, hereinafter referred to as "County" and the **CITY OF LAUREL HILL, FLORIDA**, a municipal corporation, hereinafter referred to as "City."

RECITALS

- A. City and County desire to establish an interlocal agreement to provide for the most economical, cooperative and coordinated plan for the construction of an animal control facility to operate in the north county.
- B. Both the County and the City agree that animal control services are needed by the citizens of Laurel Hill and the citizens in the unincorporated areas of the north county.
- C. The County adopted Ordinance 92-25 and the City adopted Ordinance 212 as their respective ordinances to regulate Animal Control Services. The ordinance adopted by the City is consistent with the ordinance adopted by the County.
- D. The County has executed a contract for animal control services for the benefit of the unincorporated areas in Okaloosa County with the Panhandle Animal Welfare Society.

**SECTION ONE
GENERAL PROVISIONS**

It is the intent of the City of Laurel Hill ("City") to obtain funding from the USDA through a Rural Development grant for the construction of an animal control building on property owned by the City to provide for effective and convenient animal control in northern Okaloosa County ("County").

The building will be located in the City Industrial Park on approximately three acres at the corner of New Ebenezer Road and T.E. Rogers Road. These three acres are part of 31.45 acres that comprise Parcel Number 31-6N-22-0000-0011-000.

The County agrees to donate a portion of the funding that may be deficient for the total building project so the project can move forward.

County and City agree that this land, building, any outbuildings, parking areas, etc., will be used solely for the purposes of animal control and specifically for enforcement of responsibilities of Okaloosa County Ordinance 92-25 and Laurel Hill City Ordinance 212 or their successor(s) in law.

County and City agrees this to be a joint effort to assure comprehensive animal control in north Okaloosa County and City and therefore, County and City will join efforts on the final planning, design and construction to ensure all code, permitting and building requirements are met.

SPECIFIC PROVISIONS
CONSTRUCTION CONTRACT AWARD
AND ADMINISTRATION

- A. The County shall write bid documents in consultation with the City and its Engineer for the construction of an animal control facility. After said bid documents are reviewed and approved by the City, the County shall advertise the project for bids.
- B. The County shall open and analyze bid responses and present the low or most responsive bid to the Board of County Commissioners for approval to forward to the City.
- C. The County reserves the right to reject all bid responses that require an expenditure of County funds greater than \$160,000.
- D. After Board of County Commissioners' approval is granted, and contingent upon that approval, the low or most responsive bid shall be sent to the City for its consideration and approval or rejection.
- E. After both parties' approvals, the City shall let the Contract to the agreed upon bidder, will pull all required permits both state and local, and will coordinate and administer the completion of the terms of the Contract.
- F. The City shall engage professional project management. If such professional project management cannot be engaged, the City agrees to so advise the County prior to commencement of construction so that the County may agree to assist in the management of the project.
- G. The County shall have the right to observe and inspect the completion of the Contract at all phases of construction.
- H. The City shall provide written bi-weekly reports on the status of the completion of the Contract to: Don Turner, Facility Maintenance Director, 5489 Old Bethel Road Crestview, FL 32536.

SECTION TWO
PARTIES

This agreement is effective between the County and City and does not include any other municipal areas located within Okaloosa County, Florida.

The County shall have the right to review, amend, and approve any lease granted by the City to a third party for use of this facility. Said use by a third party shall be solely for purposes of animal control and specifically for enforcement of responsibilities of Okaloosa County Ordinance 92-25 and Laurel Hill City Ordinance 212 or their successor(s) in law.

SECTION THREE
TERMS AND CONDITIONS

This agreement will remain in force for 30 years. After such time, the agreement may be terminated with 180 days written advance notification by either the County or City.

SECTION FOUR
COMPLIANCE WITH ORDINANCE

At all times during the terms of this agreement, the City shall comply with their Animal Control Ordinance 212 and shall not adopt any ordinance which is inconsistent with the Animal Control Ordinance 92-25 adopted by the County.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have hereunto executed this Interlocal Agreement on the date and year first written.

ATTEST:

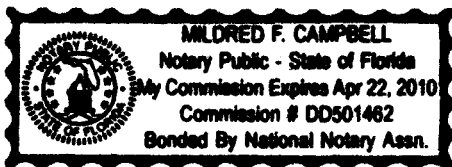
CITY OF LAUREL HILL, FLORIDA

By: Shirley Simmons
Shirley Simmons, City Clerk

By: James W. Dunn
James W. Dunn, Mayor

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing Interlocal Agreement was acknowledged before me this 15th day of September, 2006 by James W. Dunn, Mayor of the City of Laurel Hill and Shirley Simmons, Clerk, respectively.



Mildred F. Campbell
Notary Public

Personally known XX or Produced Identification _____
Type of Identification Produced _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA**

By: Teresa Ward
Deputy Clerk

By: Sherry S. Campbell
Sherry S. Campbell, Chairman



**STATE OF FLORIDA
COUNTY OF OKALOOSA**

The foregoing Interlocal Agreement was acknowledged before me this _____ day of _____, 2006 by _____ as Chairman for the Board of County Commissioners of Okaloosa County, Florida, and _____ as Deputy Clerk, respectively.

Notary Public
State of Florida

Personally Known ___ or Produced Identification _____
Type of Identification Produced _____