

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 9/26/2005

Contract/Lease Control #: C05-1275-PWI-104

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

Award To/Lessee: CITY OF NICEVILLE

Lessor:

Effective Date: 9/20/2005 \$25,000.00

Term: INDEFINITE

Description of Contract/Lease: GLENWOOD COURT MSBU

Department Manager: PUBLIC WORKS

Department Monitor: JAMES PUCKETT

Monitor's Telephone #: 689-5772

Monitor's FAX #: 689-5715

Date Closed:

INTERLOCAL AGREEMENT

The purpose of this Interlocal Agreement is to provide for the collection of the costs of providing street lights by the Glenwood Court Municipal Services Benefit Unit created by Okaloosa County.

THIS AGREEMENT, made and entered into this 20th day of September 2005, between the City of Niceville, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY"), and the County of Okaloosa, a political subdivision of the State of Florida (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, the parties in this agreement are authorized pursuant to the Florida Interlocal Cooperation Act of 1969 (Subsection 163.01 Florida Statutes) to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts provided for herein in the manner that will best utilize existing resources, powers and authority available to each of them; and

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the COUNTY and the CITY may exercise their respective powers, privileges and authority which they may have separately, but which pursuant to this Interlocal Agreement and the Cooperation Act they may exercise collectively; and

WHEREAS, entering into this Interlocal Agreement is in the best interests of the citizens of Okaloosa County as it will benefit the health, safety and welfare of said citizens,

NOW THEREFORE, in consideration of the premises, mutual covenants, provisions and representatives contained herein, the parties thereto agree as follows:

ARTICLE I. STATEMENT OF PURPOSE

The purpose of this Interlocal Agreement is to establish a method whereby the CITY will collect through its' monthly utility billings the cost of installing and providing street lights for the Glenwood Court Municipal Services Benefit Unit created by the County.

**CONTRACT: GLENWOOD CT MSBU
CONTRACT NO.: C05-1275-PWI-104
CITY OF NICEVILLE
EXPIRES: INDEFINITE**

ARTICLE II. DURATION AND MODIFICATIONS

This Interlocal Agreement shall become effective upon being filed with the Clerk of the Circuit Court of Okaloosa County, Florida. This Interlocal Agreement shall remain in effect for three (3) years and shall be automatically renewed for successive three (3) year periods unless one party notifies the other party in writing more than sixty (60) days before each three (3) year anniversary of their wish to terminate this Interlocal Agreement.

Otherwise, any Member may terminate as a party to this Agreement upon one hundred eighty (180) days written notice.

This Interlocal Agreement may be amended by mutual written agreement of the parties. Any amendments to this Interlocal Agreement shall be effective upon being filed with the Clerk of the Circuit Court of Okaloosa County, Florida.

ARTICLE III. DUTIES

A. The City shall collect monthly an amount as specified by resolution of the Glenwood Court Municipal Services Benefit Unit from those customers utilizing the City's water services and residing within the MSBU.

B. The Glenwood Court Municipal Services Benefit Unit will be responsible for coordinating with the City the residents that are to be billed the amount to bill each customer, and any changes in the billing status.

C. The City will at the end of each month's billing cycle forward the payments received, less the amount due City, to the office of the Clerk of Circuit Court, Finance Department, who will then process payment to the correct power company.

ARTICLE IV. CONSIDERATION

The City shall retain five percent (5%) of all amounts collected as consideration for its labor and administrative costs in providing this service.

ARTICE V. DISPUTE RESOLUTION

Any dispute as to the terms of this Interlocal Agreement shall be resolved by the Managers of the CITY and COUNTY.

ARTICLE VI. LIABILITIES

Each party shall be solely responsible for its performance under this Interlocal Agreement, and no liability shall incur to the other party from such performance or lack of performance. This provision shall not be construed as any waiver of Sovereign immunity by either party. No private cause of action shall arise based on Article III duties. The CITY shall not be responsible for failing to collect from any customer who refused to pay the monthly assessment of the Glenwood Court Municipal Services Benefit Unit.

ARTICLE VII. RECORDING

The County Manager of Okaloosa County is hereby authorized and directed after approval of this Interlocal Agreement by the respective governing bodies of COUNTY and CITY and the execution thereof by the duly qualified and authorized officers of each of the parties thereto, to file this Interlocal Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida.

ARTICLE VIII. MEMBERS LIABILITY

No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of COUNTY or CITY in its, his, her or their individual capacity, and neither the members of the governing body shall be liable personally or shall be subject to any accountability for reasons of the execution by COUNTY or CITY of this Interlocal Agreement or any act pertaining thereto.

ARTICLE IX. SEVERABILITY

If any one or more of the covenants, agreements or provisions of this Interlocal Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Interlocal Agreement.

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

(SEAL)

THE CITY OF NICEVILLE

By: Randall Wise
Randall Wise
Mayor

ATTEST:

Daniel J. Doucet
CITY CLERK

(SEAL)

THE COUNTY OF OKALOOSA

By: William J. Roberts, III
William J. Roberts, III
Chairman



ATTEST:

Dary J. Stanford
CLERK OF CIRCUIT COURT

