

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/21/10

Contract/Lease Control #: C10-1829-GM

Bid #: NA Contract/Lease Type: INTERLOCAL

Award To/Lessee: CITY OF NICEVILLE

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 10/21/2010

Expiration Date: INDEFINITE

Description of Contract/Lease: PROVIDE BUILDING INSPECTION SERVICES

Department Manager: GM

Department Monitor: E. KAMPERT

Monitor's Telephone #: 651-7180

Monitor's FAX # OR E-Mail: EKAMPERT@CO.OKALOOSA.FL.US

Date Closed: \_\_\_\_\_

CC: Finance Dept Contracts & Grants Division

**INTERLOCAL AGREEMENT**  
**between**  
**Okaloosa County, Florida and the City of Niceville, Florida**  
**regarding**  
**Building Inspection Services**

This Interlocal Agreement is made by and between the City of Niceville, Florida, "City," and Okaloosa County, Florida, "County", each one being a public agency as defined in Part I of Chapter 163, Florida Statutes. This Agreement shall be effective as of the date last executed by either party.

**1. Intent**

The parties have the common power to establish code requirements for the building construction and installations and to regulate and enforce such requirements by inspection within their geographic jurisdictions. However, the City desires to have the County provide building and all related trade inspections on its behalf upon request by the City, and the County agrees to provide building department services accordingly and pursuant to this Agreement.

**2. Inspections**

The Building Inspections Division of the County's Growth Management Department will provide inspections of all new building construction and installations and re-inspection of all new building construction and installations in accordance with all Florida Building Codes and other applicable regulations. Inspections shall be performed within twenty-four (24) hours of request, excluding weekends and holidays. All inspection requests by the City shall be made in the form of an email addressed to the County's Building Inspections Division. The email request shall provide the following information:

- a. the permit number,
- b. job address,
- c. contractor's name and telephone number,
- d. type of inspection needed, and
- e. the type of work being undertaken at the address for which the inspection has been requested..

**3. Fee Collection**

The County shall collect \$60 per trip per trade for all inspections provided. The County shall prepare a weekly bill that shall be delivered to the City via U.S. Mail. Upon receipt, the City shall immediately process the bill for payment.

**4. Reporting**

Upon request by the City, the County shall provide a list of all inspections performed pursuant to this Agreement.

**5. Sovereign Immunity**

The County and City are state political subdivisions as defined in Section

768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing in this agreement is intended as a waiver of such sovereign immunity by either party.

**6. Duration of Service and Termination**

This Agreement is entered into to enable the expeditious provision of building inspection services by the County on behalf of the City as the need may arise from time to time. It is intended that the County may provide the services covered in this agreement for any length of time as may be requested by the City, and that the County will cease providing said services upon written notification from the City that it will provide said services itself. The cessation of the provision of building inspection services as provided herein does not terminate the Agreement as the need may recur. Therefore, this Agreement has no formal termination date, but may be terminated by either party at any time by giving written notice to the other party of no less than one-hundred-eighty (180) days of its intention to terminate. Thereafter, termination shall occur on the 181<sup>st</sup> day, unless otherwise agreed or determined by the governing bodies of the parties.

**City of Niceville**

*Randall Wise*  
Randall Wise, Mayor

**Attest:**

*Daniel J. Doucet*  
City Clerk

**Okaloosa County**

*Wayne Harris*  
Wayne Harris, Chairman  
Board of County Commissioners



**Attest:**

*Don Howard*  
Don Howard  
Clerk of the Circuit Court



**OKALOOSA BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST**

**TO:** The Honorable Chairman and Members of the Board of County Commissioners

**FROM:** Elliot L. Kampert, AICP; Growth Management Director

**DATE:** October 12, 2010

**SUBJECT:** Interlocal Agreement with City of Niceville for Building Inspection Services

**DEPARTMENT:** Growth Management

**DISTRICT:** 1 - Wayne Harris; 3 - Bill Roberts; 5 - James Campbell

**STATEMENT OF ISSUE:** Consider entering into an Interlocal Agreement with the City of Niceville to provide building inspection services.

**BACKGROUND:** Due to an unexpected illness in its building Inspections Department, the City of Niceville has asked the County to provide inspections of buildings under construction until such time as it is able to resume this function. The City's request does **not** include the review of building permit applications as it will retain this function itself. The Inspections Division of the Okaloosa County Growth Management Department has inspectors with the licensure necessary to perform all types of inspections and upon review, has determined that it can provide the requested service.

The attached Agreement is based on the mutual aid agreements into which the county has entered with the cities of Destin and Ft Walton Beach, but because the City's request is limited to inspections, the attached Agreement provides greater specificity in regard to fees and billing. In summary, the County will provide all inspections requested by the City according to its (the County's) fee schedule, and will provide the City a weekly invoice for the services rendered. Though it is contemplated that the need for this service will be of limited duration, the Agreement does not provide a date certain for termination so that it may be utilized on an as-needed basis should a future need arise.

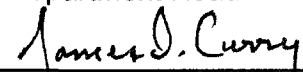
In order to help the City avert costly delays to construction projects, and upon confirmation that the City would honor invoices for service prior to the Interlocal being signed and in consultation with the County Attorney and Risk Management, the Inspections Division's services were made available as of Thursday, October 7. Therefore, it is recommended below that the Board's authorization be made retroactive to that date.

**RECOMMENDATION:** The Growth Management Department requests that the Board consider the proposed Interlocal Agreement to Provide Inspection Services and, if it finds the terms acceptable, to authorize the Chairman to sign it, with a stipulation that it be retroactive to October 7, 2010.

**RECOMMENDED BY:**

  
Department Head

**APPROVED BY:**

  
County Administrator

Attachment: A - Interlocal Agreement