

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/28/2016

Contract/Lease Control #: C17-2492-GM

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: TOWN OF SHALIMAR

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/17/2016

Term: INDEFINITE

Description of
Contract/Lease: PROVIDE INTERLOCAL REVIEW OF DEVELOPMENT
PROPOSALS

Department: GM

Department Monitor: KAMPERT

Monitor's Telephone #: 850-651-7180

Monitor's FAX # or E-mail: ekampert@co.okaloosa.fl.us

Closed: _____

cc: Finance Department Contracts & Grants Office

**CONTRACT # C17-2492-GM
TOWN OF SHALIMAR
PROVIDE INTERLOCAL REVIEW OF
DEVELOPMENT PROPOSALS
Expires: INDEFINITE**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made and entered into this 17th day of November, 2016, by and between Okaloosa County, City of Laurel Hill, City of Crestview, City of Niceville, City of Valparaiso, Town of Cinco Bayou, Town of Shalimar, City of Ft. Walton Beach, City of Mary Esther, City of Destin, Okaloosa County School Board, Eglin Air Force Base, and Hurlburt Field (collectively the "Parties") for the purpose of increasing intergovernmental coordination and cooperation.

RECITALS

WHEREAS, the Parties seek to cooperate in the exchange of information regarding planned development with potentially significant impacts to adjoining or area-wide operations or missions; and

WHEREAS, the Parties have developed a flexible intergovernmental planning process, so that each jurisdiction may express its concerns on proposed development activities; and

WHEREAS, the Parties hereto mutually and freely enter into this MOU in which participation is voluntary and participants may withdraw with or without notice.

NOW THEREFORE BE IT AGREED BY THE PARTIES:

Section 1. The recitals set forth above are true and correct and are incorporated herein as essential terms of this MOU.

Section 2. The Parties agree to exchange information as provided in this MOU, for all proposed development activities as follows:

A. Development whose proposed land uses will generate an additional (new) 500 annual average daily trips (AADTs) according to the most recent edition of the Trip Generation Manual, promulgated by the Institute of Transportation Engineers (ITE), or the adopted trip generation methodology of the jurisdictional local government's Land Development Code.

B. Tall structures proposed to exceed 75 feet in height above natural grade, including all towers (water tanks, and telecommunications).

C. Proposed development which will connect to utility services (potable water, sanitary sewer or storm water management) provided by other jurisdictions.

D. Any proposed new construction or alterations to any roadways in order to accommodate proposed development, including medians and driveway/curb cuts, where the affected roadway(s) also enters one of the other affected jurisdictions and the new construction or roadway alterations are within one-half (1/2) mile of the jurisdiction.

Section 3. Projects requiring an Environmental Assessment or EIS under the National Environmental Policy Act notification requirements are excluded from this MOU.

Section 4. It is understood and agreed by all signatories that military bases cannot release sensitive or classified information or may not be able to release information related to the current base mission or future missions.

Section 5. The Local Governments will provide affected governmental development review staff with timely notice of proposed development activities using the attached Notice of Proposed Development Activity (the "NOPDA") form as follows:

A. Any Local Government that receives a development proposal that meets or exceeds the trip generation threshold provided in Section 2.A., above, will provide notice of said proposals to all other jurisdictions (as used in this part, "jurisdictions" includes Eglin Air Force Base, Hurlburt Field and the Okaloosa Public School Board), that are within one-half (1/2) mile of the proposed development within five (5) working days of receipt of a such development application by mail, email, or fax. Acknowledgment of receipt is requested.

B. Any Local Government that receives a development proposal that meets or exceeds the height standard provided in Section 2.B., above, to all other jurisdictions within one-half (1/2) mile of the proposed development, as well as Eglin Air Force Base and Hurlburt Field within five (5) working days of receipt of a such development application by mail, email, or fax. Acknowledgment of receipt is requested.

C. Any Local Government that receives a development proposal for which utility services are to be provided by another jurisdiction shall notify the affected jurisdiction within five (5) working days of receipt of a such development application by mail, email, or fax. Acknowledgment of receipt is requested.

D. Any Local Government that receives a development proposal that includes any proposed new construction or alterations to any roadways in order to accommodate proposed development, including medians and driveway/curb cuts, where the affected roadway(s) also enters one of the other affected jurisdictions (as used in this part, "jurisdictions" includes Eglin Air Force Base, Hurlburt Field and the Okaloosa Public School Board), and the new construction or roadway alterations are within one-half (1/2) mile of the jurisdiction, shall notify the affected jurisdiction within five (5) working days of receipt of a such development application by mail, email, or fax. Acknowledgment of receipt is requested.

E. Responding comments will be presented with applicable staff reports and considered during the review process. Respondents will be notified of all public meeting dates and times as indicated on the NOPDA.

F. Affected governmental planning bodies will respond to originating local governmental development review staff with written comments prior to close of the review period as established by the originating local government and which must be stated in writing in the NOPDA.

Section 6.

A. It is understood and agreed by all parties signatory hereto that the review and approval of a proposed development will be governed by the rules and regulations of the community within whose jurisdiction the proposed development project occurs, and that comments received from a responding community shall not be construed to overrule, waive, or in any way modify the rules and regulations of the community within whose jurisdiction the proposed development project occurs.

B. It is understood and agreed by all parties signatory hereto that this agreement in no way repeals, amends, modifies, or in any other way affects any other agreements, memoranda of understanding, contracts, or other arrangements as may exist between local governments that affect review and processing of development proposals.

C. Failure to provide notice as required in the MOU cannot form the basis of any objection by a Party, or any third party, to proposed development activity, nor shall failure to provide notice constitute grounds for a delay, or request for delay, in the processing of a development application by the Party with responsibility for such processing. Further, the failure to comply with the provisions of this MOU may not be deemed to create a claim or cause of action against that Party nor shall any third party beneficiary rights be created in another by the Parties entering into this MOU.

Section 7. The Parties to this MOU shall maintain a continuing ongoing process, which shall include:

A. No less than once every year the Okaloosa Comprehensive Planning Committee (OCPC) will review this MOU and recommend changes to improve the effectiveness of the intended purpose.

B. Revision(s) to the NOPDA form by the OCPC, as needed, to accomplish the intent of this MOU.

C. For developments of regional impact (DRIs) as regulated by Section 380.06 of the Florida Statutes, the community within whose jurisdiction the DRI occurs will coordinate with the West Florida Regional Planning Council, state review agencies, and surrounding communities as required by Chapter 380, Florida Statutes, and the applicable rules of the Florida Administrative Code.

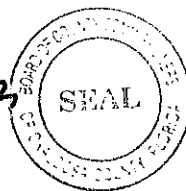
Section 8. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 9. This MOU shall become effective between parties as it is approved and executed by each.

OKALOOSA COUNTY

By: _____

Charles K. Windes, Jr.



Title: Chairman

Date: _____

11/17/16

CITY OF CRESTVIEW

By: _____

David Cadle

Title: _____

Mayor

Date: _____

CITY OF NICEVILLE

By: _____

Randall Wise

Title: _____

Mayor

Date: _____

CITY OF VALPARAISO

By: _____
John B. Arnold

Title: Mayor

Date: _____

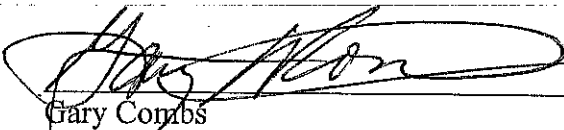
CITY OF CINCO BAYOU

By: _____
Jean M. Hood

Title: Mayor

Date: _____

TOWN OF SHALIMAR

By:  _____
Gary Combs

Title: Mayor

Date: 27 September 2016

CITY OF MARY ESTHER

By: _____
Chris Stein

Title: Mayor

Date: _____

CITY OF DESTIN

By: _____
Scott Fischer

Title: Mayor

Date: _____

EGLIN AIR FORCE BASE

By: _____

Title: _____

Date: _____

HURLBURT FIELD

By: _____

Title: _____

Date: _____

NOTICE OF PROPOSED DEVELOPMENT ACTIVITY (NOPDA) FORM

FROM:

TO: _____

Date application received by jurisdictional government: _____

Date by which response must be received: _____

Name of
Applicant: _____

Name of
Project: _____

Street Address or General
Location: _____

Okaloosa County Property Appraiser's Parcel Identification
Number(s): _____

Description of proposed
development: _____

(Attach additional pages if necessary)

Dates of meetings or hearings for proposed project (check all that apply):

_____ Technical Review Committee

Date: _____

_____ Local Planning Agency

Date: _____

_____ Board of Adjustment

Date: _____

_____ Governing Body

Date: _____

_____ Other _____

Date: _____
(specify)

_____ Other _____
(specify)

Date: _____

Note: The dates provided above are subject to change based upon issues that may be identified during the review process, board schedules, and other factors unknown at the time this form was sent.

Reviewing Agency's Contact Person:

Name: _____

Telephone #: _____

Email: _____

Fax: _____



CA #7

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: November 15, 2016
TO: Honorable Chairman and Members of the Board
FROM: Elliot Kampert
SUBJECT: Interjurisdiction Development Review Memorandum of Understanding
DEPARTMENT: Growth Management
BCC DISTRICT: All

STATEMENT OF ISSUE: Staff requests Board approval of a Memorandum of Understanding between the County and the Town of Shalimar to coordinate certain development activities.

BACKGROUND: At the request of the Okaloosa League of Cities, the Board of County Commissioners authorized staff to work with representatives from the municipalities to develop a Memorandum of Understanding through which the County and municipalities could coordinate their respective reviews of development proposals. Accordingly, staff drafted the necessary memorandum with the assistance of the County Attorney and input from the municipalities which was approved by the Board of County Commissioners for distribution to the cities in June of 2015. The Town of Shalimar has approved the memorandum which must now be signed in order for it to go into effect between the Town and County. If approved by the Board, the memorandum requires that the Town and County notify each other whenever a development proposal has been received which meets or exceeds the following thresholds as provided in Section 2 of the Agreement:

A. Development whose proposed land uses will generate an additional (new) 500 annual average daily trips (AADTs) according to the most recent edition of the Trip Generation Manual, promulgated by the Institute of Transportation Engineers (ITE), or the adopted trip generation methodology of the jurisdictional local government's Land Development Code.

B. Tall structures proposed to exceed 75 feet in height above natural grade, including all towers (water tanks, and telecommunications).

C. Proposed development which will connect to utility services (potable water, sanitary sewer or storm water management) provided by other jurisdictions.

D. Any proposed new construction or alterations to any roadways in order to accommodate proposed development, including medians and driveway/curb cuts, where the affected roadway(s) also enters one of the other affected jurisdictions and the new construction or roadway alterations are within one-half (1/2) mile of the jurisdiction.

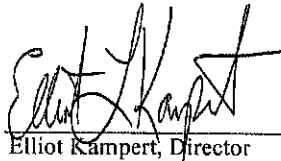
County staff has no objection to coordinating development review with the Town of Shalimar. It should be noted that the memorandum does **not** create a situation in which a participating jurisdiction must enforce another participating jurisdiction's requirements. This is clearly stated in Section 6.A. as follows:

A. It is understood and agreed by all parties signatory hereto that the review and approval of a proposed development will be governed by the rules and regulations of the community within whose jurisdiction the proposed development project occurs, and that comments received from a responding community shall not be construed to overrule, waive, or in any way modify the rules and regulations of the community within whose jurisdiction the proposed development project occurs.

The intent of the memorandum is to enhance communication between the participating parties to allow better coordination of infrastructure and improvements, and, to the extent practicable, ensure that development occurs in as mutually agreeable a manner as possible between jurisdictions which may have differing approval standards.

OPTIONS: Approve or reject the proposed Memorandum of Understanding between the Town of Shalimar and Okaloosa County regarding development review.

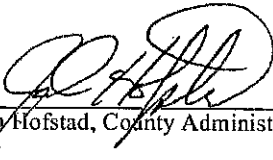
RECOMMENDATIONS: Staff recommends that the Board approve and authorize the Chairman to sign the attached Memorandum of Agreement with the Town of Shalimar.



Elliot Kampert, Director

11/8/2016

RECOMMENDED BY:



John Hofstad, County Administrator

11/9/2016

APPROVED BY:

John Hofstad, County Administrator

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____

Tracking Number: 2090-17

Contractor/Lessee Name: Various Municipalities

Grant Funded: YES ___ NO ___

Purpose: Provide interlocal review of development proposals

Date/Term: Indefinite

1. ☐ GREATER THAN \$50,000

Amount: No funds involved

2. ☐ GREATER THAN \$25,000

Department: Growth Management

3. ☐ \$25,000 OR LESS

Dept. Monitor Name: Kampert

Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:

[Signature]
Purchasing Director or designee

Date: 10/19/16

Risk Management Review

Approved as written:

[Signature]
Risk Manager or designee

Date: 11/7/2016

County Attorney Review

Approved as written:

[Signature]
County Attorney

Date: 10-18-16

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date: _____

Zan Fedorak

From: Greg Stewart
Sent: Tuesday, October 18, 2016 5:16 PM
To: Elliot Kampert; Zan Fedorak; Laura Porter
Cc: Lynn Hoshihara; 'Parsons, Kerry'
Subject: RE: Coordinated Review for Interjurisdictional Development Review Memorandum of Understanding

Approved by legal – I have the original coordination sheet and will sign it and give it to you at the meeting.

Gregory T. Stewart
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Elliot Kampert
Sent: Tuesday, October 18, 2016 5:02 PM
To: Zan Fedorak <zfedorak@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>
Cc: Greg Stewart <gstewart@co.okaloosa.fl.us>; Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; 'Parsons, Kerry' <KParsons@ngn-tally.com>
Subject: Coordinated Review for Interjurisdictional Development Review Memorandum of Understanding

Good afternoon,

Attached for your consideration please find an "Interjurisdictional Development Review Memorandum of Agreement" which several cities have asked to be executed with the County. This was approved by the County Attorney in September (see below), but much to my chagrin when I looked in my email, it appears I did not send the coordinated review sheet to be signed as well.

I would like to get this on the agenda for the November 1, and so would greatly appreciate if you could initiate coordinated review.

Please let me know if you have any questions.

Thanks,

Elliot

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Greg Stewart
Sent: Friday, September 09, 2016 2:13 PM
To: Elliot Kampert
Cc: Lynn Hoshihara; 'Parsons, Kerry'
Subject: Re: Intergovernmental Development Review Agreement

I have revised the formatting of the MOU. It is approved for legal sufficiency.

Gregory T. Stewart
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Elliot Kampert
Sent: Friday, September 9, 2016 12:40 PM
To: Greg Stewart
Cc: Lynn Hoshihara; 'Parsons, Kerry'
Subject: Intergovernmental Development Review Agreement

Greg,

I need to resend the Intergovernmental Development Review MOU back to the cities for signature. As you'll recall, the version sent around by Ft Walton Beach was not the final version, and still used language requiring that it be signed by all parties before it went into effect. Well, when it got sent to us to put on the BCC agenda, it was kicked back to us from the Clerk's office since not all parties listed had signed. Some time ago (December of 2014 or thereabout) I worked with either Lynn or Kerry, and came up with the language that appears in section 9 of the attached draft (Word file) which has the agreement taking effect between parties as each signs. Please don't ask me to find the old emails, that would take some work.

At any rate, could you please take a look at the attached agreement (Word file) and confirm that the County Attorney's office is still okay with it? For your reference, I have also attached a pdf of the original agreement with the language requiring all signatures before taking effect. I have also included, below, the email through which I intend to send the agreement back to the cities in case you want to take a look.

Also, should we go ahead and send this through coordinated review?

Thanks,

Elliot