



Board of County Commissioners

State of Florida

CONTRACT CONTROL FORM

DATE: 1/11/94

CONTRACT CONTROL #: C94-0051-BCC -08

BID #: N/A TYPE: AGREEMENT

AWARD TO: CITY OF FT WALTON BEACH

EFFECTIVE DATE: 1/11/94

TERM: UNTIL CANCELLED BY BOTH PARTIES

DESCRIPTION OF CONTRACT: OKALOOSA COMMUNITY DEV
CORP, INC

COUNTY DEPT/POC: BCC/JIM CURRY

COUNTY CONTRACT TELEPHONE #: 689-5007

COUNTY CONTRACT FAX #: 689-5025

DATE CLOSED: _____

Reply To:

Courthouse
101 E. James Lee Blvd. Crestview, FL 32536
(850) 689-5030 FAX: 689-5059

1804 Lewis Turner Blvd. Suite 100
Fort Walton Beach, FL 32547
(850) 651-7105 FAX: 651-7142

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into this 11th day of January, 1994 by and between **OKALOOSA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (the "County") and the City of Fort Walton Beach, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Council (the "City"):

WITNESSETH:

WHEREAS, the City and the County have legal authority to perform general government services within their respective jurisdiction; and

WHEREAS, the City and the County are authorized by Florida Statutes Chapter 163.01 et seq., to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the City and County wish to apply for HOME Investment Partnership Program (Chapter 9i-34) as a consortium under this Interlocal Agreement in order to distribute the grant funds in a more efficient manner:

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The City and the County do hereby agree that the **HOME** grant funds shall be allocated to the Okaloosa Community Development Corporation, Inc. to administer in accordance with the application submitted to the Florida Housing Finance Agency.
2. The City and the County agree that a minimum of 20% of the **HOME** funds will be used within the City.
3. The City and the County direct the Florida Housing Finance Agency (the Agency) to distribute and allocate the monies from the grant in accordance with this Interlocal Agreement and authorize the Agency to rely on their stated intent and their authority to execute this Interlocal Agreement.
4. The grant monies will be deposited in a single depository account created by the Okaloosa Community Development Corporation, Inc., which shall be administered by its Board of Directors. This account will be known as the HOME Trust Fund.
5. The Agency will be notified of any change in the HOME Trust Fund status and the parties agree to have such Trust Fund audited annually as required by Chapter 420, Florida Statutes and Rule 9i-34, Florida Administrative Code.

6. Neither party shall use any grant funds for purposes other than those authorized under the HOME program.

7. If at any time during the term of this Interlocal Agreement, the City or the County which are the parties to this Interlocal Agreement believe that the intent of the parties as set forth herein is not being accomplished, or that the terms of the Interlocal Agreement are not fair, such entity may, upon the giving of ninety (90) days written notice, renegotiate the terms and provisions of this Interlocal Agreement. If the parties are unable to renegotiate the terms and provisions of this Interlocal Agreement, the noticing parties shall cease to be a party to this Interlocal Agreement and this Interlocal Agreement shall terminate and be of no further force or effect as to such party and the funds shall be allocated as provided by the grant agreement.

8. Okaloosa Community Development Corporation, Inc., will report quarterly to the Board of County Commissioners and the City Council of Fort Walton Beach.

9. The parties to this agreement shall cooperatively prepare and submit a single annual report incorporating all activities undertaken with HOME funds.

10. This Interlocal Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court Finance Department. The County shall be responsible for such filing as soon as this Agreement has been fully executed.

IN WITNESS WHEREOF, the said municipal corporation in pursuance of due and legal action of its City Council has executed these presents causing its name to be signed by its City Manager and its corporate seal to be affixed, the Okaloosa County, a political subdivision of the State of Florida has caused these presents to be executed in its name by the Board of County Commissioners, acting by its Chairman of said Board, the day and year first written above.

CITY OF FORT WALTON BEACH, A
Municipality Chartered in the State
of Florida

BY: Reid Silverboard
Reid Silverboard, City Manager
Post Office Box 4009
Fort Walton Beach, FL. 32549
(904) 243-3141

ATTEST:
BY: Dijana M. MacDonald
Deputy City Clerk

Seal

OKALOOSA COUNTY, A Political
Subdivision of the State of Florida,
by and through its Board of County
Commissioners

BY: Ray Sansom
Ray Sansom, Chairman
1250 North Eglin Parkway
Shalimar, Florida 32579
(904) 651-7105

ATTEST:
BY: Joseph D. McEwen
Clerk of Circuit Court

Seal