


RESOLUTION 18-67

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Interlocal Agreement between the City and the Board of County Commissioners for Bay County, relating to the contribution of funds for the extension of Bay Parkway from Pier Park Drive to Nautilus Road, in the amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

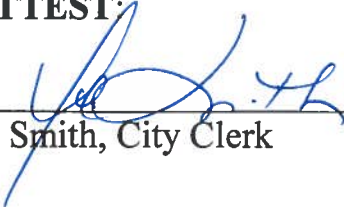
PASSED in regular session this 22nd day of February, 2018.

CITY OF PANAMA CITY BEACH

By: 

Mike Thomas, Mayor

ATTEST:



Jo Smith, City Clerk

**INTERLOCAL AGREEMENT BETWEEN BAY COUNTY
AND THE CITY OF PANAMA CITY BEACH
(Bay Parkway Phase II Funding)**

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into on the ____ day of 2018, between Bay County, Florida, a political subdivision of the State of Florida (the "County") and the City of Panama City Beach, a municipal corporation (the "City").

WHEREAS, the City plans to extend Bay Parkway, sometimes referred to as the "Loop Road", from its connection with Pier Park Drive southeast to Nautilus Drive, as generally depicted on Exhibit "A" (the "Project");

WHEREAS, the County has approved the Project on its list of FY 2019-2021 projects which it anticipates funding from revenue received by the County from the Local Government Infrastructure Surtax (the "Surtax") levied pursuant to Section 212.055(2), F.S.;

NOW, THEREFORE, in consideration of the foregoing and the terms, covenants, and conditions of this Interlocal Agreement, the parties contract and agree as follows:

SECTION 1. AUTHORITY. This Agreement is entered into pursuant to the provisions of Chapter 163, Part I, Florida Statutes, which authorize public agencies to enter into agreements to provide services and jointly exercise the power, privileges, or authority that they share in common and which each might exercise separately.

SECTION 2. FUNDING. The County shall contribute to the City an amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000.00) for the Project, payable from then-available Surtax receipts in two installments: One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) is to be paid in fiscal year 2020 and One Million Seven Hundred Fifty Thousand (\$1,750,000.00) is to be paid in fiscal year 2021. In no event shall this funding obligation be a general obligation of the County, it being understood that the funding shall come solely from available Surtax receipts.

SECTION 3. CONDITIONS FOR FUNDING. As a condition of such funding, the City shall certify to the County that (a) the Project is a public facility within the meaning of Section 212.055(2), F.S., and (b) the funds are reimbursing the City for a portion of the fixed capital expenditure actually incurred by the City associated with the construction of the Project, including land acquisition, land improvement, design and engineering costs, and any other professional or related costs required to bring the Project into service.

SECTION 4. COMPLIANCE WITH LAWS. The City agrees to abide by and be governed by all applicable laws related to the development and completion of the Project.

SECTION 5. ADVERTISEMENTS. The County shall have the right to post signs at the Project site indicating that the Project is supported by the County's Surtax funds.

SECTION 6. RELATIONSHIP OF THE PARTIES. The parties agree that the City is an independent entity responsible solely for the Project and not an agent or servant of the County.

No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by which they are employed.

SECTION 7. LIABILITY. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, F.S. The City acknowledges that the County, its employees, Commissioners, and agents are solely providing funding assistance for the Project and are not involved in the design, construction, operation or maintenance of the Project.

SECTION 8. AMENDMENTS. Any amendment or alteration in the terms or conditions contained herein shall be effective only if contained in a written document executed with the same formality and equal dignity herewith.

SECTION 9. SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

SECTION 10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

BOARD OF COUNTY
COMMISSIONERS OF BAY
COUNTY, FLORIDA

Attest:

Bill Kinsaul, Clerk of Court

William T. Dozier, Chairman

Approved as to Form:

County Attorney

CITY OF PANAMA CITY BEACH

Mario Gisbert, City Manager

Attest:

City Clerk

