

## **EXHIBIT B**

### **CONTRACT, LEASE, AGREEMENT CONTROL FORM**

**Date: 7/13/2006**

**Contract/Lease Control #: C06-1391-EMI-95**

**Bid #: N/A**

**Contract/Lease Type: AGREEMENT**

**Award To/Lessee: CITY OF NICEVILLE**

**Lessor:**

**Effective Date: 1/5/2006 \$25,000.00**

**Term: INDEFINITE**

**Description of Contract/Lease: AREA FIRE DEPARTMENT & PUBLIC SAFETY MUTUAL AID**

**Department Manager: PUBLIC SAFETY**

**Department Monitor: D. VILLANI**

**Monitor's Telephone #: 651-7150**

**Monitor's FAX #: 651-7170**

**Date Closed:**

## **AGREEMENT for AUTOMATIC MUTUAL AID BETWEEN AREA FIRE DEPARTMENTS and DEPARTMENT OF PUBLIC SAFETY**

THIS AGREEMENT, MADE AND ENTERED INTO THIS 6<sup>th</sup> day of March, 2008 by and between the following; City of Ft. Walton Bch., City of Mary Esther, Florosa Fire Control District, Ocean City – Wright Fire Control District, Destin Fire Control District, Okaloosa Island Fire Control District, North Bay Fire Control District, South Walton Fire Control District, Okaloosa County Public Safety, Holley Navarre Fire Control District, City of Valparaiso, City of Niceville, East Niceville Fire Control District.

### **WITNESSETH:**

WHEREAS, the parties hereto are geographically located in proximity to each other; and

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that each of the other parties effectively assist the other in the event of a fire or other emergency that endangers life or property:

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows;

1. That it is hereby set forth to be policy of the parties to respond, pursuant to the running card system, with appropriate Engine Companies, Ladder Companies, Rescue Companies, EMS Units, and Hazardous Material Unit with a normal complement of personnel within those areas designated by the parties hereto. The parties shall, under such circumstances, come under the authority of the party to which the automatic/mutual aid is being given
2. City of Ft. Walton Beach has agreed to coordinate the operation of the Hazardous Material Unit for administrative purposes. Accordingly, all Hazardous Material Fees, shall be paid to the Okaloosa County Fire Rescue Organization as per yearly adopted budget approved by the majority of attending members, which shall be distributed no later than September 30 of each year. All fees shall be paid by October 30<sup>th</sup> of each year.
3. That it is hereby the responsibility of the Chief's of said parties for coordinating the running card assessments and response of equipment and personnel in such a manner as to insure that an adequate level of fire protection service remains available to each jurisdiction.
4. No party to this agreement shall be required to pay any compensation to any other party to this agreement for services rendered, except as mentioned in item 2 above, the mutual advantages and protection afforded by this agreement being considered adequate compensation to all parties.
5. It is mutually understood and agreed that this agreement does not relieve any of the parties hereto from the necessity and obligation of providing adequate fire protection within its own areas, and each party hereto agrees that it shall use reasonable diligence in keeping the fire fighting equipment and personnel in its possession up to the minimum standards recommended by the Insurance Services Office and Florida Administrative Code 69A – 62.006 and 69A – 62.007 for the cities/districts of comparable size.
6. Any services performed or expenditures made in connection with furnishing mutual aid/automatic aid under this agreement by either party hereto shall be deemed conclusively to be for the direct protection of such party.
7. Any party to this agreement may withdraw at any time, upon thirty days written notice to each of the other parties, and thereafter, such withdrawing party shall no longer be party to this agreement.

FOR THE COUNTY OF OKALOOSA

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Attest by:

\_\_\_\_\_  
Director

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

FOR THE FIRE DISTRICT OF OKALOOSA ISLAND

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Attest by:

\_\_\_\_\_  
Fire Chief

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

FOR THE FIRE DISTRICT OF SOUTH WALTON

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Attest by:

\_\_\_\_\_  
Fire Chief

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

FOR THE DISTRICT OF HOLLEY NAVARRE

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Attest by:

\_\_\_\_\_  
Fire Chief

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

FOR THE CITY OF VALPARAISO

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Attest by:

\_\_\_\_\_  
Fire Chief

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

FOR THE CITY OF NICEVILLE

Randall Wine  
Mayor

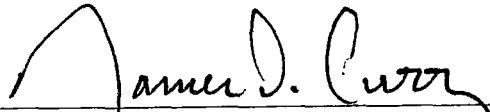

\_\_\_\_\_  
Attest by:

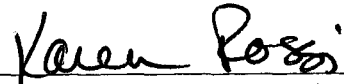
Walter J. Manville  
Fire Chief

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

3/12/08

FOR THE COUNTY OF OKALOOSA

  
\_\_\_\_\_  
JAMES D. CURRY, COUNTY ADMINISTRATOR  
  
\_\_\_\_\_  
Director Public Safety

  
\_\_\_\_\_  
Attest by: KAREN ROSSI

Date: 7-14-08

FOR THE FIRE DISTRICT OF OKALOOSA ISLAND

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Attest by:

\_\_\_\_\_  
Fire Chief

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

FOR THE FIRE DISTRICT OF SOUTH WALTON

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Attest by:

\_\_\_\_\_  
Fire Chief

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

FOR THE DISTRICT OF HOLLEY NAVARRE

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Attest by:

\_\_\_\_\_  
Fire Chief

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

FOR THE CITY OF VALPARAISO

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Attest by:

\_\_\_\_\_  
Fire Chief

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

FOR THE CITY OF NICEVILLE