

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/04/2013

Contract/Lease Control #: C14-2087-PS

Bid #: N/A

Contract/Lease Type: INTERLOCAL AGREEMENT

Award To/Lessee: DESTIN FIRE DISTRICT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/10/2013

Term: INDEFINITE

Description of Contract/Lease: 20% MATCH FOR RADIO ANTENNA

Department: PS

Department Monitor: VILLANI

Monitor's Telephone #: 850-651-7150

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

Date Closed: _____

cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fuller Insurance LLC PO Box 1583 Santa Rosa Beach FL 32459	CONTACT NAME: Ronald Clark PHONE (A/C, No, Ext): (850) 622-5283 E-MAIL ADDRESS: carrie@fullerinsurance.us FAX (A/C, No): (850) 622-5287
INSURED Destin Fire Control District 848 Airport Road Destin FL 32541	INSURER(S) AFFORDING COVERAGE INSURER A: American Alt Ins Corp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
(850) 837-8413	NAIC # 19720

COVERAGES

CERTIFICATE NUMBER: Cert ID 66

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			VFISTR205845207	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			VFISTR205845207	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			VFISTR205845207	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 Prod/Comp Ops Agg \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County 602-C N Pearl Street Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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RECEIVED AUG 02 2013 am

RECEIVED AUG 05 2013

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C14-2081-P</u>	Tracking Number: <u>693-13</u>
Contractor/Lessee Name: <u>Destin Fire Control District</u>	Grant Funded: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Purpose: <u>Interlocal Agreement 20% match for Radio Antenna</u>	
Date/Term: <u>upon payment</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$81,284.50</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>Public Safety</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>D. Villani / D. Dunk</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review

Procurement requirements are met:

[Signature]
Purchasing Director or designee

Date: 8/1/13

Risk Management Review

Approved as written:

[Signature]
Risk Manager or designee

page 2 #7
Attorney's fee, we
can't agree to this

Date: 8/2/13

County Attorney Review

Approved as written:

[Signature]
County Attorney

Date: 8/14/13

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date: _____

**INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY AND FIRE
DISTRICT FOR RADIO ANTENNA**

THIS INTERLOCAL AGREEMENT ("Agreement") is made this 10th day of September, 2013, by and between the Okaloosa Board of County Commissioners, (the "County") and the Destin Fire Control District, (the "Fire District").

WITNESSETH

WHEREAS, pursuant to Section 163.01 et seq., Florida Statutes, the County may enter into agreement with other governmental agencies within or outside the jurisdictional boundaries of the County to enable them to cooperate on a basis of mutual advantage and provide services that will work best in the view of geographic, economic, and other factors influencing the needs of the local communities; and

WHEREAS, the Fire District received Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant Program (AFG) funding for a State Law Enforcement Radio System (SLERS) antenna ("Radio Antenna"); and

WHEREAS, the SLERS system is utilized by state and local agencies, including all Fire Departments in Okaloosa County, Okaloosa County Emergency Medical Services, and the Okaloosa County Sheriff's Office; and

WHEREAS, the Fire District established an agreement with the One Water Place Condominium Association, Inc., a Florida non-profit corporation to lease a portion of the common areas of the condominium as the facility to house the Radio Antenna; and

WHEREAS, pursuant to Section 318.21(09), Florida Statutes, the Okaloosa County Department of Public Safety is participating in the Intergovernmental Radio Communications Program through the State of Florida Department of Management Services, Telecommunication and Wireless Division. Funding through this program assists with the development of shared facilities, frequencies, and mutual aid systems while providing a segue for utilizing the radio frequency spectrum in a more efficient manner.

NOW, THEREFORE, in consideration of these premises and the mutual covenants of the parties it is agreed as follows with regard to the Radio Antenna.

Agreement:

1. Recitals. The above Recitals are true, correct and incorporated herein by reference.

Instr # 2885438 BK: 3118 PG:4562, Page 1 of 3
Recorded 09/27/2013 at 04:46 PM.
RECORDING: \$15.00 RECORDING ARTICLE V: \$12.00

**CONTRACT # C14-2087-PS
DESTIN FIRE DISTRICT
20% MATCH FOR RADIO ANTENNA
EXPIRES: INDEFINITE**

2. Grant. The Fire District applied for and received FEMA AFG funding to erect a SLERS radio antenna at One Water Place Condominiums in Destin. The grant provides 80% of project funding with a required 20% funding match. The 80% project funding from the grant is \$316,985.00.

3. Funding Match. Upon completion of the construction and full functional operation of the Radio Antenna, the County agrees to commit the 20% match with funding from the Intergovernmental Radio Communications Program in the amount of \$81,284.50. Said funding shall be remitted within ten (10) days of written notification of completion of construction and full functional operation.

4. Choice of Law. This Agreement shall be construed in accordance with the applicable laws of the state of Florida. If any provision of this Agreement violates any statute or rule of the state of Florida, it is considered modified to conform to that statute or rule of law.

5. Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the Fire District and supersedes all prior negotiations, representations or agreement, either written or oral. Any amendments, modifications, additions or alteration of this instrument shall be in writing executed with the same formalities as this Agreement.

6. WAIVER OF JURY TRIAL. **THE COUNTY AND THE FIRE DISTRICT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**

7. Rules of Construction. Each party to this Agreement and their counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

8. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, and shall become effective upon the adoption by signature of all parties listed.

Signed and executed:

Date: 9-24-13

OKALOOSA COUNTY

ATTEST:

Sandy J. Stapel



BY:

Don R. Amunds

Don R. Amunds
CHAIRMAN



Date: September, 10, 2013

DESTIN FIRE CONTROL DISTRICT

ATTEST:

Kathryn L. Wagner

Kathryn L. Wagner, District Clerk

BY:

J. Thomas Green

J. Thomas Green, Chairman

