EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 2/12/2007

Contract/Lease Control #:   C07-1471-ENGI-71

Bid #:   N/A   Contract/Lease Type: AGREEMENT

Award To/Lessee: DESTIN FIRE CONTROL DISTRICT

Lessor:

Effective Date: 1/31/2007 $1700.00 ANNUAL

Term: INDEFINITE

Description of Contract/Lease: PREEMPTION DEVICE OPERATION & MAINTENANCE

Department Manager: PUBLIC WORKS

Department Monitor: RANDY SHOWERS

Monitor's Telephone #:   689-5772

Monitor's FAX #:   689-5715

Date Closed:

INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY AND FIRE DISTRICT FOR PREEMPTION DEVICE OPERATIONS AND MAINTENANCE

THIS Interlocal AGREEMENT, made this <u>31st</u> day of <u>January</u>, 2007, and between the Okaloosa Board of County Commissioners, (the "County") and the <u>Destin Fire Control District</u>, (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 is responsible for the maintenance in the operation of such traffic control preemption devices; and

WHEREAS, the Fire District has requested, and the County has agreed to undertake, the maintenance of the Fire District's preemption devices within the Fire District's jurisdiction as described in Exhibit A;

NOW, THEREFORE, in consideration of these premises and the mutual covenants of the parties it is agreed as follows with regard to preemption devices:

1. <u>Effective Date.</u> This Agreement shall take effect on the date of the signing of the last party hereto, and shall remain in effect until <u>September 30, 2007</u>. This Agreement shall renew automatically on <u>October 1, 2007</u>, for a term of one year and shall continue to renew for annual successive terms of one year unless one party shall provide the other at least thirty (30) days written notice of the intent to terminate said Agreement, with or without cause.

2. <u>Compensation.</u> The Fire District shall reimburse the County in accordance with the Schedule of Services set forth in Exhibit A. If fees are listed in Exhibit B the County, through its Public Works Department, may from time to time revise the fees in accordance, effective no less than thirty (30) days after providing written notice of the revisions to the Fire District. In such event, the Fire District may terminate the Agreement without notice during the thirty (30) days preceding the effective date of the new Schedule of Services.

    <u>Scope of Services.</u> The County shall perform maintenance and continuous operation (i.e. preventive maintenance, and emergency maintenance) of the preemption control devices in the Fire District set forth in Exhibit A. Maintenance shall be provided pursuant to Florida Department of Transportation requirements and accordance with the Manual of Uniform Traffic Control Devices (MUTCD), National Electric Manufacturer's Association (NEMA) and the Institute of Traffic Engineers (ITE) Standards as applicable.

    The County shall set and maintain the programming of the preemption devices. The Fire District shall make available each emitters identification code, if no code exist then one must be programmed and made available. The Fire District reserves the right to examine equipment, and programming at any time and, after consultation with the County may specify modifications. These recommendations should be developed by the Fire District under the direction of a qualified Professional Engineer. The Fire District shall not make

any modifications and/or equipment replacements without prior written notice to and approval by the County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

FIRE DISTRICT OF <u>Destin Fire Control</u>
<u>District</u>

By: _____
Leonard S. Lively, Fire Commissioner

COUNTY OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA

By: _____
Richard Brannon
Purchasing Director

ATTEST:

By: _____
Milner R. Dixon, Fire Chief

WITNESS:

By: _____

EXHIBIT A

Fire District of <u>Destin Fire Control District</u>

All control devices listed here must meet International Municipal Signal Association (ISMA), Manual on Uniform Traffic Control Devices (MUTCD), and National Electric Manufactures Association (NEMA) specifications before the County acceptance. If the devices are deficient in any of these areas then the Fire District can either upgrade the control devices themselves or the County can perform the work and the Fire District will reimburse the County for all reasonable and customary charges related to upgrading the control devices to the standards listed above.

Preemption Device Locations

1. SR 30 (US 98) @ Stahlman Ave
2. SR 30 (US 98) @ Benning Dr
3. SR 30 (US 98) @ Beach Dr
4. SR 30 (US 98) @ Main St
5. SR 30 (US 98) @ Gulf Shore Dr
6. SR 30 (US 98) @ Airport Rd
7. SR 30 (US 98) @ Old 98
8. SR 30 (US 98) @ Henderson Bch Rd
9. SR 30 (US 98) @ Triumph Rd
10. SR 30 (US 98) @ Tropical Trail
11. SR 30 (US 98) @ Matthew Blvd
12. SR 30 (US 98) @ Mid-Bay Bridge
13. SR 30 (US 98) @ Crystal Bch Dr
14. SR 30 (US 98) @ Regatta Bay Blvd
15. SR 293 @ Pariso Blvd
16. Main St @ Airport Rd
17. Main St @ 98 Palms Cir.

EXHIBIT B

Fire District of Destin Fire Control District

The Fire District shall provide compensation for the operation and maintenance of those devices listed in Exhibit "A" in the amount equal to that listed below on an annual basis. This annual fee does not include any replacement parts or labor. The Fire District will either supply all replacement parts or the Fire District will reimburse the County for any equipment and labor for repairs related to the preemption devices.

The annual base rate is $100.00 per unit per intersection listed in Exhibit A.