## **EXHIBIT B**

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>5/19/1995</u>		
Contract/Lease Control #	#: <u>C95-0784-EMI-41</u>	
Bid #: <u>N/A</u>	Contract/Lease Type: <u>AGREEMENT</u>	
Award To/Lessee: OKALOOSA COUNTY FIRE DEPARTMENTS		
Lessor:		
Effective Date: 5/19/1995 \$5250.00 ANNUAL PAYMENT		
Term: INDEFINITE		
Description of Contract/Lease: <u>AUTOMATIC MUTAL AID</u>		
Department Manager:	PUBLIC SAFETY	
Department Monitor:	D. VALLANI	
Monitor's Telephone #:	651-7150	
Monitor's FAX #:	651-8082	
Date Closed:		

## AGREEMENT for AUTOMATIC MUTUAL AID BETWEEN the FIRE DEPARTMENTS and EMERGENCY SERVICES IN OKALOOSA COUNTY

 THIS AGREEMENT. MADE AND ENTERED INTO THIS
 19th
 day of

 May
 1995
 by and between the following; City of Ft. Walton Bch., Town of

 Mary Esther, Florosa Fire District, Ocean-City Wright Fire Control District, Destin Fire Control District, Ocean-City Wright Fire Control District, Destin Fire Control District, Ocean-City Wright Fire Control District, Destin Fire Control District, Destin Fire Control District, Bay Fire District, City of Crestview, and Okaloosa County

 Emergency Services, hereinafter, referred to as parties.

## WITNESSETH:

WHEREAS, the parties hereto are geographically located in proximity to each other in the County of Okaloosa; 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 Materials 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 aid is being given.

2. Okaloosa Island Fire District has agreed to coordinate the operation of the Hazardous Material Unit for administrative purposes. Accordingly, all Hazardous Material Fees, as follows, shall be paid to Okaloosa Island Fire District by October 30, 1995 and subsequent October 30th, of each year.

1. City of Crestview -	\$589,00
2. Destin Fire Control District	1,054.00
3. Okaloosa County Emergency Services	5,250.00
<ol> <li>Florosa Pire Control District</li> </ol>	125,00
<ol><li>City of Fort Walton Beach</li></ol>	2,234.00
6. Town of Mary Esther	542,00
7. North Bay Fire District	527,00
8. Ocean City-Wright Fire Control District	2,482.00
9. Okaloosa Island Fire District	1,063,00

At the time of execution of this agreement, all funds now on hand in the Hazardous Material accounts shall be under the aforementioned administrative jurisdiction of Okaloosa Island Fire District.

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 of the 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 for the effective.

6. Any services performed or expenditures made in connection with furnishing mutual 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.
8. To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, this agreement has been executed the day and year first above written by the parties hereto.

FOR THE CITY OF FORT WALTON BEACH

Manager

flen a. Spencer

CONTRACT: AUTOMATIC MUTUAL AID CONTRACT NO.: C95-0784-EMI-41 COUNTY FIRE DEPARTMENTS EXPIRES: INDEFINITE

FOR THE TOWN OF MARY ESTHER <u>Cip Manager</u> Fire Chief Ï

FOR THE FIRE DISTRICT OF FLOROSA

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LINDA A. SCOTT MY COMMISSION # CC 273283 EXPIRES: Acrt 20, 1907 Bonded Thru Notary Public Uninners

artin Atte WANDA M. MARTIN MY COMMISSION # CC 420223 EXPIRES: January 3, 1999 Inded Thru Notary Public Underwrite

maded Ane SSION # CC382782 EXPIRES My 17, 1998 at met int. NCF. INT.

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FOR THE FIRE DISTRICT OF OCEAN-CITY WRIGHT hairman

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FOR THE FIRE DISTRICT OF DESTIN

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FOR THE CITY OF CRESTVIEW

Mayor H.WRt Joseph CAray 6 ---

FOR THE FIRE DISTRICT OF NORTH BAY

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FOR THE COUNTY OF OKALOOSA

-Commy Manufer Chaitman, BCC • ~\_\_\_ Director

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FOR THE FIRE DISTRICT OF OKALOOSA ISLAND

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