

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 4/24/2006

Contract/Lease Control #: C06-1356-EMI-85

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

Award To/Lessee: CITY OF FT WALTON BEACH

Lessor:

Effective Date: 4/17/2006 \$0

Term: INDEFINITE

Description of Contract/Lease: NW FL FAIRGROUND EMERGENCY STAGING AREA

Department Manager: PUBLIC SAFETY

Department Monitor: D. VILLANI

Monitor's Telephone #: 651-7150

Monitor's FAX #: 651-7170

Date Closed:

**MEMORANDUM OF UNDERSTANDING BETWEEN
OKALOOSA COUNTY BOARD OF COMMISSIONERS
CITY OF FORT WALTON BEACH &
NORTHWEST FLORIDA FAIR ASSOCIATION**

This Memorandum of Understanding sets forth the general conditions under and by which the parties to this agreement will coordinate activities and resources for a County Staging Area ("CSA"). More specifically, the areas as delineated on the attached map at Exhibit A, are incorporated into this memorandum by reference and are specifically for use as

1. Hardstand Area ("Parking Lot")
2. Airlift warehouse space ("Building C")
3. Sleeping area for crews ("Building A-3" and the RV-hookup areas behind main facilities and kitchen facilities behind Bldg A-3C)

1. Parties

Okaloosa County is a governmental entity located in Okaloosa County Florida. The City of Fort Walton Beach is a Florida municipality and the title owner of the land described in Exhibit A, except the above-ground improvements. The Northwest Florida Fair Association is the license-holder on such property and the owners of certain above-ground improvements noted on Exhibit A.

2. Responsibilities

A. Okaloosa County Board of County Commissioners shall:

1. Occupy the CSA for emergency operations beginning upon notice to the City and Association and upon declaration of an emergency by the County and ending when the threat/emergency and all need for such Staging Area ceases to exist.
2. Be responsible for custodial care and any maintenance or repair that is incurred as a result of the County Staging Area operations.
3. Be responsible for trash collection and disposal during and immediately following a CSA operation.
4. Be responsible for all supplies, including food and bedding, to accommodate CSA occupants during operations.
5. Be responsible for utility costs used as a result of the occupancy as a CSA.
6. Obtain and install a temporary generator sufficient to provide power to the facilities as required for operations as a CSA.
7. Once the County declares an emergency that requires the use of the CSA, the County shall order and have issued a certificate of insurance to cover the premises while it is being used as a CSA.

B. The City shall:

1. Provide coordination for the use of the premises pursuant to the license agreement between the City and the Association.

2. Provide law enforcement, fire services, and emergency response personnel for the premises.
3. Provide exclusive use of the Parking Lot during any operations of the CSA.
4. Shall not charge a fee for use of the premises during operations as the CSA.

C. The Association shall:

1. Provide access and exclusive use and possession of the CSA as required by the County.
2. Provide access to male and female showers and restroom facilities for onsite CSA personnel.
3. Provide one Association employee on the premises at all times during the operations of the CSA.
4. Provide access and use of the Fairgrounds Food Service Preparation area if necessary.
5. Shall not charge a fee for use of the premises during operations as the CSA.

3. Liability

Each subscribing agency to this agreement shall assume responsibility for the acts, omissions, or conduct of its employees and agents during the operation of the CSA pursuant to this agreement. Nothing herein shall be deemed a waiver of the rights to sovereign immunity for either party.

4. Assignment

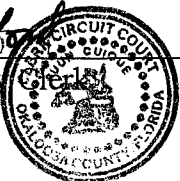
This agreement may not be assigned by any party unless all parties expressly consent, in writing to such assignment.


Executed and effective as of the last date of execution of the parties:

March 21, 2006
Date

Okaloosa County
Board of Commissioners

Attest:
Don W. Howard, Clerk of Court

Gary J. Stanford
Gary J. Stanford, Deputy


Sherry S. Campbell
Sherry S. Campbell, Chairman


April 11, 2006
Date

City of Fort Walton Beach

Mike Anderson
Mike Anderson, Mayor

Attest:

Helen A. Spencer
Helen Spencer, Clerk

April 17, 2006
Dated

Northwest Florida Fair Association, Inc.

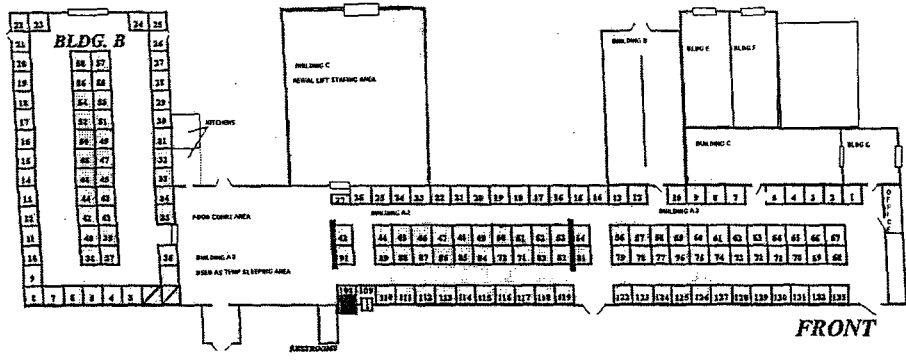
Charles H. Rigdon
Charles H. Rigdon

Before me, the undersigned authority, on April 17 2006, personally appeared Charles H. Rigdon, in his official representative capacity for the Northwest Florida Fair Association, Inc., and by proper authorization of the corporation, did execute this instrument in the name of the corporation.

Dixie D. MacDonald
Notary Public



Dixie D. MacDonald
MY COMMISSION # DD251439 EXPIRES
October 15, 2007
BONDED THRU TROY FAIR INSURANCE, INC.



= Entrance / Exit
 = 10' Roll-Up Door
 = Interior Doorway

PARKING

LEWIS AND CLARK BOULEVARD