



# Board of County Commissioners

State of Florida

## LEASE CONTROL FORM

DATE: 5/7/87

LEASE CONTROL #: L87-0024-BCCI-07

STATUS: OPEN / CLOSED DATE: OPEN

LEASE TYPE: REVENUE

LESSEE: STATE OF FL DEPT OF AGRICULTURE

LESSOR: OKALOOSA COUNTY

DESCRIPTION OF LEASE: COOPERATIVE EQUIPMENT LEASE  
FORESTRY & FIRE FIGHTING EQUIPMENT

TERM: INDEFINITE

COUNTY DEPT/POC: BCC HANK CHRISTEN

COUNTY CONTACT TELEPHONE #: 651-7150

COUNTY CONTACT FAX #: 651-7170

Reply To:

Courthouse  
101 E. James Lee Blvd. Crestview, FL 32536  
(850) 689-5030 FAX: 689-5059

1804 Lewis Turner Blvd. Suite 100  
Fort Walton Beach, FL 32547  
(850) 651-7105 FAX: 651-7142

SN 4406  
10/86

COOPERATIVE EQUIPMENT LEASE

Between

State of Florida  
Department of Agriculture and Consumer Services  
DIVISION OF FORESTRY

and

Okaloosa Board of County Commissioners  
Cooperator

Courthouse, Crestview, FL 32536  
Cooperator's Address

For: Okaloosa County Fire Departments  
Name of Organization

Courthouse, Crestview, FL 32536  
Address

This Cooperative Agreement by and between Okaloosa Board of County Commissioners, hereinafter referred to as the COOPERATOR, and the State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, hereinafter referred to as the DIVISION,

WITNESSETH:

WHEREAS, The control of timber, grass, wildland fires in, and adjacent to, suburban areas is essential to an effective forest fire control program; and

WHEREAS, The COOPERATOR is actively engaged in the prevention and suppression of all fires in, and adjacent to, suburban areas; and

WHEREAS, The COOPERATOR can more adequately carry out this function if additional equipment is available; and

WHEREAS, The DIVISION, from time to time, has a limited number of units of fire fighting equipment that can be made available to other agencies involved in fire control work as authorized by Section 589.04, Florida Statutes, the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 483), and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2101); and

WHEREAS, It has been determined to be advantageous to the DIVISION in the proper discharge of its responsibilities as described and set forth in Chapter 589 and Chapter 590, Florida Statutes, to make certain equipment available to the COOPERATOR:

NOW, THEREFORE, The parties to this agreement do hereby agree as follows:

A. The DIVISION agrees:

(1) To make available the equipment described on the attached equipment schedule while retaining title and/or accountability, according to the terms set forth in this agreement.

(2) That the title to all accessories, tools, equipment, sirens, etc., which are added to the equipment by the COOPERATOR will remain with the COOPERATOR and the COOPERATOR may remove same, prior to returning the equipment to the DIVISION.

B. The COOPERATOR agrees:

(1) To maintain liability insurance in the amount prescribed by law for each vehicle listed on the equipment schedule and shall provide proof of such insurance upon request of a representative of the DIVISION unless the Cooperator is a participant in the self insurance pool established by Florida Statutes.

(2) To save the DIVISION and/or the USDA Forest Service harmless from any liability which may incur as a result of personal injury or property damage caused by the use of the equipment listed on the equipment schedule to the extent allowable under Section 768.28, Florida Statutes.

(3) To make the equipment available for inspection upon request of a representative of the DIVISION.

(4) To return the equipment to the DIVISION for final disposition.

(5) To be responsible for State or local vehicle safety inspection requirements.

(6) To maintain the equipment to mutually acceptable standards of mechanical condition and appearance.

(7) To return the equipment to a mutually agreeable location when the need for the item terminates.

(8) To furnish any additional items needed to prepare units for structural fire service, such as hose, nozzles, pike poles and similar items.

(9) To answer calls anywhere in the home county upon request of the Division, local conditions permitting.

C. It is MUTUALLY agreed:

(1) The DIVISION license plate will continue to be used on the equipment.

(2) The equipment will be marked in a manner that will indicate the cooperation between the COOPERATOR and the DIVISION.

(3) The equipment will be stored at the fire department and will be used only for fire related activities.

(4) The equipment will be modified only as approved by a representative of the DIVISION.

(5) Personal use of the equipment is prohibited.

(6) That both parties will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 2000d) and, in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

D. This agreement will be effective from the date of execution by the Director, Division of Forestry, Department of Agriculture and Consumer Services, and will continue in force from year to year unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all of the provisions herein are complied with.

IN WITNESS WHEREOF, The parties by and through their duly qualified and acting officials have hereunto set their hands.

Okaloosa Board of County Commissioners  
COOPERATOR

[Signature]  
Witness

By: [Signature] 3-16-87  
Date

[Signature]  
Witness

Chairman  
Official Title

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STATE OF FLORIDA  
DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES  
DIVISION OF FORESTRY

[Signature]  
Witness

By: [Signature] 5/17/87  
Director Date

[Signature]  
Witness

EXHIBIT A

EQUIPMENT SCHEDULE

COOPERATIVE EQUIPMENT LEASE BETWEEN  
THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER  
SERVICES, DIVISION OF FORESTRY  
AND

<u>ID NUMBER</u> *****	<u>PROPERTY DESCRIPTION</u> *****	<u>SERIAL#</u> *****	<u>LOCATION</u> *****
<u>V04847</u>	<u>1952 Studebaker 6x6</u>	<u>M-14761</u>	<u>Destin</u>
<u>06464</u>	<u>1962 Ford Tanker 4x2</u>	<u>F60CG260875</u>	<u>Holt</u>
<u>S00665</u>	<u>1956 Studebaker 6x6</u>	<u>38511</u>	<u>Dorcas</u>
<u>027894</u>	<u>John Beam pump w/engine</u>	<u>18CCG38</u> <u>23114</u>	<u>Dorcas</u>
<u>016456</u>	<u>Gorman Rupp Pump</u>	<u>107303</u>	<u>Dorcas</u>
<u>V05993</u>	<u>1953 Reo 6x6</u>	<u>121880</u>	<u>Almarante</u>
<u>V06206</u>	<u>1954 Reo 6x6</u>	<u>132657</u>	<u>Almarante</u>
<u>013441</u>	<u>Gorman Rupp Pump</u>	<u>139763</u>	<u>Almarante</u>
<u>V06501</u>	<u>Studebaker 6x6</u>	<u>54595</u>	<u>Baker</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

SPECIAL REMARKS OR SPECIFICATIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Equipment Schedule is considered to be a part of the Lease dated \_\_\_\_\_ and referred to in the heading. Any changes to this Equipment Schedule must be by written request from the Lessor and written approval by the Director with a copy of each attached to this document.