

## **EXHIBIT B**

### **CONTRACT, LEASE, AGREEMENT CONTROL FORM**

**Date: 6/23/2005**

**Contract/Lease Control #: C05-1238-WSI-166**

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

**Award To/Lessee: VARIOUS COUNTYWATER & WASTEWATERUSERS**

**Lessor:**

**Effective Date: 6/21/2005 \$25,000.00**

**Term: INDEFINITE**

**Description of Contract/Lease: EMERGENCY MUTUAL AID AGREEMENT**

**Department Manager: WATER & SEWER**

**Department Monitor: J. LITTRELL**

**Monitor's Telephone #: 651-7172**

**Monitor's FAX #: 651-7193**

**Date Closed:**

**EXHIBIT E**

**CONTRACT & LEASE  
INTERNAL COORDINATION SHEET**

Contract/Lease Number: 005-1238-WSI-166 Tracking Number: #805

Contractor/Lessee Name: COUNTY AREA WATER/WASTEWATER UTILITIES

Purpose: PROVIDE REQUESTED EMERGENCY ASSISTANCE

Date/Term: INDEFINITE

1.  GREATER THAN \$25,000

2.  \$25,000 OR LESS

3.  \$10,000 OR LESS

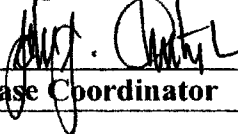
Amount: TBD

Department : WATER & SEWER

Dept. Monitor Name: J. LITRELL

**Purchasing Review**

Procurement requirements are met:

  
Contracts/Lease Coordinator

Date: 5/31/05

**Risk Management Review**

Approved as written:

  
Risk Management Director

Date: 5/31/05

**County Attorney Review**

Approved as written:

\_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_

Following Okaloosa County Board of County Commissioners approval:

**Contract & Grant Review**

Document has been received:

\_\_\_\_\_  
Contracts & Grants Manager

Date: \_\_\_\_\_

**\*Proof of budget approval WILL BE submitted with Agreement for coordination.**

**EXHIBIT E**

**CONTRACT & LEASE  
INTERNAL COORDINATION SHEET**

Contract/Lease Number: 005-1238-WSI - Role      Tracking Number: #805

Contractor/Lessee Name: COUNTY AREA WATER/WASTEWATER UTILITIES

Purpose: PROVIDE REQUESTED EMERGENCY ASSISTANCE

Date/Term: INDEFINITE

- 1.  GREATER THAN \$25,000
- 2.  \$25,000 OR LESS
- 3.  \$10,000 OR LESS

Amount: TBD

Department : WATER & SEWER

Dept. Monitor Name: J. LITTRELL

**Purchasing Review**

Procurement requirements are met:

  
\_\_\_\_\_  
Contracts/Lease Coordinator

Date: 5/3/05

**Risk Management Review**

Approved as written:

\_\_\_\_\_  
Risk Management Director

Date: \_\_\_\_\_

**County Attorney Review**

Approved as written:

  
\_\_\_\_\_  
County Attorney

Date: 5/14/05

Following Okaloosa County Board of County Commissioners approval:

**Contract & Grant Review**

Document has been received:

\_\_\_\_\_  
Contracts & Grants Manager

Date: \_\_\_\_\_

**\*Proof of budget approval WILL BE submitted with Agreement for coordination.**

## **MUTUAL AID AGREEMENT FOR WATER/WASTEWATER**

### **ARTICLE I. PURPOSE**

The Water/Wastewater Mutual Aid Program was established to provide a method whereby water/wastewater utilities sustaining physical damage from natural or man made disasters could obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities. The purpose of this Agreement is to formally document such a program.

### **ARTICLE II. DEFINITIONS**

- A. **AGREEMENT** – The Water/Wastewater Mutual Aid Agreement. One original agreement and all signatory pages shall be kept at the Okaloosa County Health Department-Fort Walton Beach Office, with sealed copies provided to each participating utility and the Crestview Branch of the Okaloosa County Health Department.
- B. **PARTICIPATING UTILITY** - Any Water/Wastewater Utility which executes this Mutual Aid Agreement.
- C. **DAMAGED UTILITY** – Any Participating Utility sustaining physical damage to its water/wastewater system due to a natural or manmade disaster and seeks assistance pursuant to this Agreement.
- D. **ASSISTING UTILITY** – Any Participating Utility which agrees to provide assistance to a Damaged Utility pursuant to this Agreement.
- E. **AUTHORIZED REPRESENTATIVE** – An employee of a Participating Utility authorized by that utility to request or offer assistance under the terms of this Agreement. (A list of the Authorized Representatives for each Participating Utility shall be attached to this Agreement as Appendix A).
- F. **PERIOD OF ASSISTANCE** - The period of time beginning with the departure of any personnel, equipment and/or materials of the Assisting Utility from any point for the purpose of traveling and/or delivery of equipment/materials to the Damaged Utility in order to provide assistance and ending upon the return of all personnel, equipment/materials of the Assisting Utility, after providing the assistance requested, to their residence or place of Work, whichever is first to occur upon completion of the requested assistance. This shall, also include reasonable costs for preparation, mobilization and demobilization, should the utility decide to charge such costs. The Assisting Utility will make it clear to the Damaged Utility if these costs are to be charged.
- G. **WORK OR WORK-RELATED PERIOD** – Any period of time in which either the personnel or equipment of the Assisting Utility are being used by the Damaged Utility to provide assistance. Specifically included in such period of time are rest breaks, when the personnel of the Assisting Utility will return to active Work within a reasonable time. Also included is mutually agreed to rotation of personnel and equipment.

CONTRACT: WATER/WASTEWATER  
USERS EMERG MUTUAL AID  
CONTRACT NO.: C05-1238-WSI-166  
VARIOUS TOWNS/CITES OKALOOSAL CTY  
EXPIRES: INDEFINITE

### **ARTICLE III. PROCEDURE**

In the event that a Participating Utility becomes a Damaged Utility, the following procedure shall be followed:

- A. The Damaged Utility shall contact the Authorized Representative of one or more of the Participating Utilities and provide them with the following information:
  1. A general description of the damage sustained;
  2. The part of the water/wastewater system for which assistance is needed;
  3. The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
  4. The present weather conditions and the forecast for the next twenty-four hours;
  5. A specific time and place for a representative of the Damaged Utility to meet the personnel/equipment of the Assisting Utility; and
  6. The identification of work conditions and special constraints such as availability of fuel supplies, lodging/meal support, medical facilities, security, communications, etc.
  
- B. When contacted by a Damaged Utility, the Authorized Representative of the Participating Utility shall assess his utility's situation to determine whether it is capable of providing assistance. No Participating Utility shall be under any obligation to provide assistance. If the Authorized Representative determines that the Assisting Utility is capable of and willing to provide assistance, the Assisting Utility shall so notify the Authorized Representative of the Damaged Utility and provide the Damaged Utility with following information:
  1. A complete description of the personnel, equipment and materials to be furnished to the Damaged Utility.
  2. The estimated length of time the personnel, equipment and materials will be available;
  3. The work experience and ability of the personnel and the capability of the equipment to be furnished;
  4. The name of the person or persons to be designated as supervisory personnel; and
  5. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Damaged Utility.
  
- C. The personnel and equipment of the Assisting Utility shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Utility. Representatives of the Damaged Utility shall suggest work assignments and schedules for the

personnel of the Assisting Utility; however, the designated supervisory personnel of the Assisting Utility shall have the exclusive responsibility and authority for assigning work and work schedules for the personnel of the Assisting Utility. The designated supervisory personnel shall maintain daily personnel records and a log of equipment hours; shall be responsible for the operation and maintenance of the equipment furnished by the Assisting Utility; and shall report work progress to the Damaged Utility.

- D. The Damaged Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility for the duration of time that Assisting Utility personnel are required to be on site providing assistance. The food and shelter provided shall be subject to the approval of the supervisory personnel of the Assisting Utility. If not agreeable, the food and shelter can be provided by the Assisting Utility as determined by mutual agreement.
- E. The Damaged Utility shall have the responsibility of providing communications between the personnel of the Assisting Utility and the Damaged Utility.

#### **ARTICLE IV. REIMBURSABLE EXPENSES**

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be agreed to prior to the providing of such assistance and shall be in accordance with the following provisions and shall be based on the most current FEMA rate schedule.

- A. **PERSONNEL** – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its prevailing rules and regulations. The Damaged Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee costs, including overtime if required.
- B. **EQUIPMENT** – The Assisting Utility shall be reimbursed for the use of its equipment during the Period of Assistance.
- C. **MATERIALS AND SUPPLIES** – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by negligence of the Assisting Utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged. In the alternative, the parties may agree that the Damaged Utility will replace, with a like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.
- D. **PAYMENT** – Unless mutually agreed otherwise, the Assisting Utility should bill the Damaged Utility for all expenses not later than ninety (90) days following the conclusion of the period of assistance. The Damaged Utility shall pay the bill in full not later than forty-five (45) days following the billing date, unless mutually agreed otherwise. Unpaid bills are

considered delinquent upon the forty-fifth (45<sup>th</sup>) day following the billing date.

- E. **DISPUTED BILLINGS** – Those undisputed portions of a billing should be paid under this payment plan. Only the disputed portions should be sent to arbitration under Article VI.

#### **ARTICLE V. INSURANCE**

Each Participating Utility shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry.

#### **ARTICLE VI. ARBITRATION**

All disputes between two or more Participating Utilities arising from participation in this agreement, which cannot be settled through negotiation, shall be submitted to binding arbitration before a panel of three persons chosen from the members of this Mutual Aid Agreement, which are Participating Utilities, excluding those members that are parties to the dispute.

In the event of a dispute, the damaged utility and assisting utility shall each choose one panel member, and the panel members shall agree on a third. If the panel members cannot agree on a third member, a representative from the Okaloosa County Health Department shall serve as the third member.

The panel shall adopt rules of procedure and evidence, shall determine all issues in dispute by majority vote and shall assess damages. The decision of the panel shall be final and binding upon the parties to the dispute.

#### **ARTICLE VII. RIGHT TO WAIVE BILLING**

Any Assisting Utility shall have the right to bill for reimbursable expenses as outlined in Article IV, or they shall have the right to choose not to bill for reimbursable expenses. It is the responsibility of the Assisting Utility to advise the Damaged Utility at the time of assistance request whether or not reimbursable expense will be charged.

#### **ARTICLE VIII. RIGHT TO WITHDRAW**

Any Assisting Utility shall have the right to withdraw from this agreement upon notification in writing to all Participating Utilities 30 days or more in advance.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utility listed herein, as a Participating Utility, duly executes this Water/Wastewater Mutual Aid Agreement this 1st day of June, 2005.

Name of Utility: Milligan Water System, Inc.  
Utility Representative and Title: Martin W. Ellis, President  
Signature and date: Martin W. Ellis June 10, 2005

Name of Utility CITY OF CRESTVIEW  
Utility Representative and Title General & Cox Dir. of Public Services  
Date of Signature 6/15/05

Name of Utility Auburn Water System  
Utility Representative and Title WILLIAM A. BAILEY, PRESIDENT  
Date of Signature William A. Bailey, 6-22-05

Name of Utility City of Laurel Hill  
Utility Representative and Title James W. Dunn, Mayor, James W. Dunn  
Date of Signature 6-21-05

Name of Utility City of Fort Walton Beach  
Utility Representative and Title James Munn City Mgr.  
Date of Signature 7/5/05

Name of Utility City of Mary Esther  
Utility Representative and Title John Thomas, Mayor  
Date of Signature John Thomas

Name of Utility OKALOOSA COUNTY  
Utility Representative and Title William J. R... City Comm.  
Date of Signature 7-19-05

Name of Utility DESTIN WATER USERS, INC  
Utility Representative and Title ... GEN. MGR  
Date of Signature 7/21/05



Name of Utility City of Niceville  
Utility Representative and Title Janine King City manager  
Date of Signature 7-28-05

Name of Utility South Walton Utility Co., Inc.  
Utility Representative and Title Peta DeSoyuz Gen. Mgr.  
Date of Signature 8/23/05

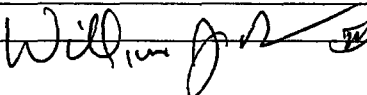
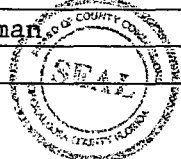
Name of Utility Holt Water Works Inc  
Utility Representative and Title Mark Mc Pres.  
Date of Signature 8/31/05

Name of Utility Baker Water System, Inc  
Utility Representative and Title Wanda Patterson Manager  
Date of Signature 10/4/05

Name of Utility \_\_\_\_\_  
Utility Representative and Title \_\_\_\_\_  
Date of Signature \_\_\_\_\_

Name of Utility \_\_\_\_\_  
Utility Representative and Title \_\_\_\_\_  
Date of Signature \_\_\_\_\_

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utility listed herein, as a Participating Utility, duly executes this Water/Wastewater Mutual Aid Agreement this 21st day of June, 2005.

Name of Utility Okaloosa County Water & Sewer System  
Utility Representative and Title William J. Roberts III, Chairman  
Date of Signature June 21, 2005  

Name of Utility \_\_\_\_\_  
Utility Representative and Title \_\_\_\_\_  
Date of Signature \_\_\_\_\_

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