

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/26/2014

Contract/Lease Control #: C15-2242-PS

Bid #:

Contract/Lease Type: CONTRACT

Award To/Lessee: OKALOOSA ISLAND FIRE DISTRICT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2014

Term: INDEFINITE

Description of Contract/Lease: FIRE PROTECTION SERVICES

Department: PS

Department Monitor: VILLANI

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: DVILLANI@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____ Tracking Number: 1083-14

Contractor/Lessee Name: Okaloosa Island Fire District Grant Funded: YES ___ NO ___

Purpose: Fire Protection Svs to County owned property

Date/Term: 10/1/14 - Indefinite

Amount: \$33,516.00 / Annual

Department: PS

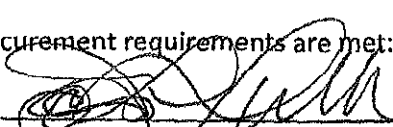
Dept. Monitor Name: Villani/Huber

1. GREATER THAN \$50,000
2. GREATER THAN \$25,000
3. \$25,000 OR LESS

Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

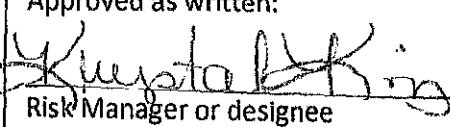
Procurement requirements are met:

 Date: 8-22-14

Purchasing Director or Designee: _____ Joanne Kublik

Risk Management Review

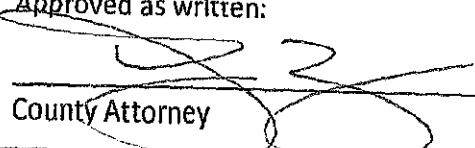
Approved as written:

 Date: 8-25-14

Risk Manager or designee: _____ Krystal King

County Attorney Review

Approved as written:

 Date: 8/27/14

County Attorney: _____ Gregory T. Stewart or Lynn Hoshikawa

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date: _____

**INTERLOCAL AGREEMENT FOR
FIRE SERVICES**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the effective date below, by and between **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "the County") and **OKALOOSA ISLAND FIRE DISTRICT**, an independent special district (hereinafter referred to as "the District").

WHEREAS, in 1977 the County adopted Ordinance 77-4 creating the Okaloosa Island Fire District as an independent special fire district with the power to levy ad valorem taxes to provide fire protection services within the Okaloosa Island Service Area, more particularly described in EXHIBIT A attached hereto and incorporated by reference; and

WHEREAS, the District provides fire protection services to several County-owned properties located within the Okaloosa Island Service Area; and

WHEREAS, since County-owned properties are not subject to ad valorem taxes, the County has agreed to pay the District for providing such fire protection services; and

WHEREAS, the County and the District determine it would be in the best interest of the health, safety and welfare of its citizens and visitors to enter into this Agreement for the rendering of fire protection services described in this Agreement.

NOW, THEREFORE, acting pursuant to their authority and in consideration of the mutual covenants and agreements of the parties, the County and the District agree as follows:

Section 1. Recitals. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

Section 2. Term. The term of this Agreement shall commence on October 1, 2014, and shall remain in effect until terminated by either party as provided herein.

Section 3. Termination. Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party of its intent to terminate this Agreement.

Section 4. Availability of Funding. The District hereby acknowledges that this Agreement is completely dependent on the appropriation of legally available funds by Okaloosa County and agrees that in the event such funds are not appropriated for any reason this Agreement shall terminate and be considered as void. If the Agreement is terminated by the County as provided herein, the District will be paid the pro-rated amount for services actually performed up to the date of termination.

Section 5. District's Responsibilities. The District shall provide fire protection services as more fully described in the Scope of Services set forth in EXHIBIT B attached hereto and incorporated by reference. The District shall also provide a point-of-contact for the services provided under this Agreement. The point of contact shall be available to the County at all times as necessary for the proper performance of this Agreement by the District.

Section 6. County's Responsibilities. The County shall compensate the District an annual amount of THIRTY THREE THOUSAND FIVE HUNDRED SIXTEEN DOLLARS (\$33,516.00) for the provision of fire protection services provided to County-owned properties within the Okaloosa Island Service Area.

Compensation shall be paid in twelve (12) equal payments of TWO THOUSAND SEVEN HUNDRED NINETY THREE DOLLARS (\$2,793.00) invoiced at the end of each subsequent month for service rendered pursuant to this Agreement.

Section 7. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

Section 8. Authority. Each party represents and warrants that it, through its elected board, has the right, power, and authority to execute and deliver this Agreement and to perform all of the obligations stated herein.

Section 9. Notice. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows:

County Administrator
Okaloosa County
1804 Lewis Turner Blvd.
Suite 400
Fort Walton Beach, FL 32547

As to the District as follows:

Chief Robert Tilley
Fire Chief
Okaloosa Island Fire District
104 Santa Rosa Blvd.
Fort Walton Beach, FL 32548

Section 10. Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties. This Agreement may be amended, in writing, approved by the parties hereto.

Section 11. Governing Law and Venue. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

Section 12. Construction. The parties acknowledge and agree that this Agreement has been drafted jointly by the parties and that no uncertainty or ambiguity as to the proper application or interpretation of the Agreement or any term herein is to be construed against either party as the drafter of the Agreement.

Section 13. Assignment. This Agreement shall not be assigned except by consent of the parties.

Section 14. Indemnification.

- A) Subject to the limitations provided in section 768.28, Florida Statutes, and without otherwise waiving sovereign immunity, the District shall indemnify and hold harmless the County from and against any and all third party claims, demands, damages, losses, and expenses, including attorney's fees and costs, arising out of the County's participation in this Agreement, except for those claims, demands, damages, losses, and expenses arising out of the County's negligence, malfeasance, nonfeasance, or misfeasance.
- B) Subject to the limitations provided in section 768.28, Florida Statutes, and without otherwise waiving sovereign immunity, the County shall indemnify and hold harmless the District from and against any and all third party claims, demands, damages, losses and expenses, including attorney's fees and costs, arising out of the District's participation in this Agreement, except for those claims, demands, damages, losses and expenses arising out of the District's negligence, malfeasance, nonfeasance, or misfeasance.

Section 15. Severability. If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

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IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement on the date and year written below.

**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**

By: *Charles K. Windes, Jr.*
Charles K. Windes, Jr., Chairman



Dated: 11/20/14

ATTEST:

By: *Gary J. Stanford*
Gary Stanford, Deputy Clerk



Approved as to form and legal sufficiency:

Gregory T. Stewart
Gregory T. Stewart, County Attorney

OKALOOSA ISLAND FIRE DISTRICT

By: *Catherine A. Jones*
Catherine A. Jones
Its: Chairman

Dated: 9-22-2014

ATTEST:

By: *Danice Pelkey*
Its: District Clerk

EXHIBIT A

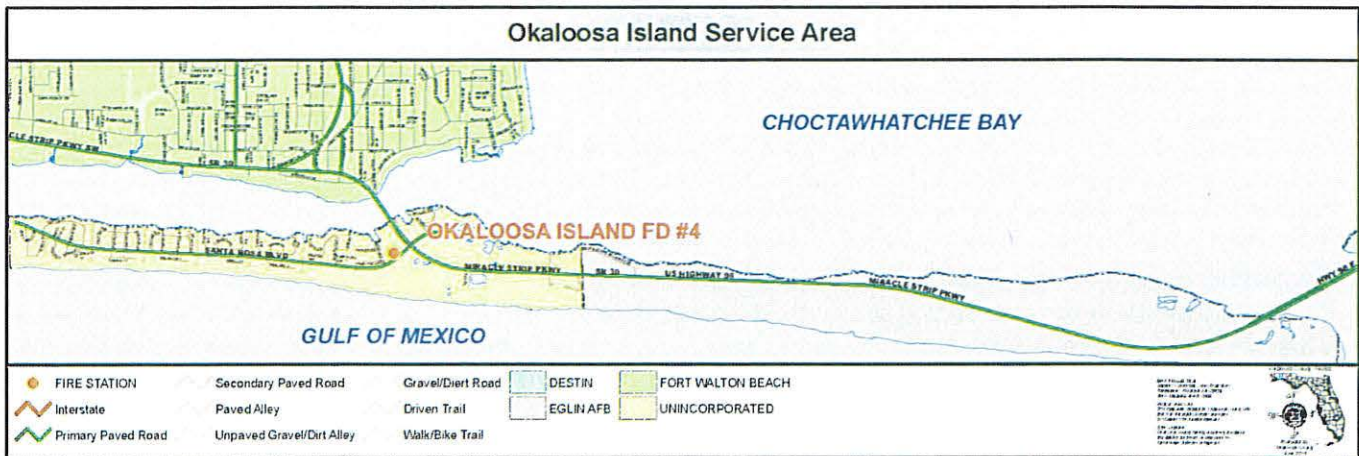


EXHIBIT B

SCOPE OF SERVICES

The District shall provide fire protection services to all County-owned properties located within the Okaloosa Island Service Area as set forth herein.

The District shall respond to emergency calls at all County-owned properties located on Okaloosa Island as dispatched, and in the course of such response, shall provide the appropriate emergency services, which shall include, but not be limited to, fire protection and prevention, advanced life support medical services, and beach and water rescue services.

The District shall collaborate with the County and the Sheriff's Office in the approval process for permitting of events located at the County's Boardwalk, Convention Center and all other County properties located on Okaloosa Island.

The District shall also provide fire inspections of County facilities and building plan reviews for approval for construction, renovation and remodeling of County facilities for tenant business operations.