

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/26/2002

Contract/Lease Control #: C03-0815-PUI-16

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

Award To/Lessee: ESCAMBIA COUNTY

Lessor: _____

Effective Date: 12/10/2002 \$0

Term: EXPIRES INDEFINITE

Description of Contract/Lease: MUTUAL AID AGREEMENT

Department Manager: PURCHASING

Department Monitor: R. BRANNON

Monitor's Telephone #: 689-5960

Monitor's FAX #: 689-5998

Date Closed: _____

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

OFFICE OF PURCHASING

213 PALAFOX PLACE • 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
<http://www.co.escambia.fl.us/purchasing>

JOSEPH F. PILLITARY, JR. CPPO, CPPB
Purchasing Manager



December 19, 2002

Richard L. Brannon, Purchasing Director
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536

*JAK
A copy
file BA your
[Signature]*

Re: Purchasing Mutual Aid Agreement with Escambia County

Dear Mr. Brannon:

Please find attached, a fully-executed original Agreement regarding the above referenced project, that was awarded by the Board of County Commissioners on June 6, 2002

Please feel free to call me at (850) 595-4987 if you have any questions or if you need any assistance.

Sincerely,

A handwritten signature in cursive script that reads "Joe F. Pillitary, Jr.".

Joe F. Pillitary, Jr., CPPO, CPPB
Purchasing Manager

JFP: mgd

Attachments

**CONTRACT: MUTUAL AID
AGREEMENT
CONTRACT NO.: C03-0815-PUI-16
ESCAMBIA COUNTY
EXPIRES: INDEFINITE**

PURCHASING MUTUAL AID AGREEMENT

WHEREAS, the Okaloosa County Board of County Commissioners and the Escambia County Board of County Commissioners, both organized and existing under the laws of the State of Florida, have expressed a desire to assist each other in purchasing in the event of a natural disaster; and

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes political subdivisions (municipalities and counties) of the state to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Chapter 252, Florida Statutes, sets forth details concerning powers, duties, rights, privileges and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, the State of Florida is geographically vulnerable to hurricanes, tornadoes, sinkhole formations and other natural disasters that in the past have caused severe property damage to public roads, utilities, building, parks and other governmental facilities; and

WHEREAS, the parties to this Agreement recognize that additional materials, equipment and services may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters or other emergency situations occur; and

WHEREAS, to provide the most effective mutual aid possible, the parties hereto intend to foster communications between their purchasing personnel and the purchasing personnel of other political subdivisions of the state by visits and exchange of information; and

WHEREAS, the parties to this Agreement encourage their purchasing personnel to implement detailed administrative procedures to be used during emergencies;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

A. "AGREEMENT" - the Purchasing Mutual Aid Agreement. A copy of the Agreement and any subsequent resolutions as provided in Section 8, shall be filed with the Division of Emergency Management, Florida Department of Community Affairs, Tallahassee, Florida.

B. "REQUESTING PARTY" - the municipality or county requesting assistance in the event of an emergency.

C. "ASSISTING PARTY" - the municipality or county furnishing assistance to the Requesting Party.

D. "AUTHORIZED REPRESENTATIVE" - an employee of a Participating Government authorized by that government to request, offer or provide assistance under the terms of this Agreement (a list of authorized representatives for each Participating Government being attached to this Agreement as Appendix A).

E. "EMERGENCY" - any occurrence or threat thereof, whether accidental, natural or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of public property.

F. "PARTICIPATING GOVERNMENT" - any municipality or county of the State of Florida which becomes a party to this Purchasing Mutual Aid Agreement.

G. "PERIOD OF ASSISTANCE" - the period of time beginning with the declaration of an emergency by the Requesting Party and ending when the Requesting Party notifies the Assisting Party that their assistance is no longer required.

SECTION 2. PROCEDURES

When a Participating Government becomes affected by an emergency requiring mutual aid assistance, it shall request same as follows:

- A. The Requesting Party shall contact, first by telephone followed by written confirmation, the Authorized Representative of one or more of the Participating Governments and provide them with the following information:
1. A general description of the emergency.
 2. Identification of those items needed, quantity, degree of importance, delivery instructions, method of payment and any request for personnel.
 3. The present weather conditions and the forecast for the next 24 hours.
 4. The recommended route between the locations of the Requesting and Assisting Parties and the travel conditions along that route, based on the best information available.
- B. When contacted by a Requesting Party, the Authorized Representative of a Participating Government shall assess his government's situation to determine whether it is capable of providing assistance. No Participating Government shall be under any obligation to provide assistance to a Requesting Party. If the Authorized Representative determines that his Participating Government has the capability and is willing to provide

assistance, he shall no notify the Authorized Representative of the Requesting Party.

- C. The Assisting Party may, in its sole discretion, withdraw its assistance (in whole or in part) at any time after giving notice to that effect to the Requesting Party.
- D. The Requesting Party shall have the responsibility for providing communications between the personnel of the Assisting Party and the Requesting Party.
- E. Whenever the employees of the Assisting Party are rendering aid pursuant to this Agreement, such employees shall have the same powers, duties, rights, privileges and immunities, and shall receive the compensation as if they were performing their duties for the municipality or county by whom they are employed.
- F. The Requesting Party shall forward a written confirmation regarding the assistance to be rendered and shall transmit same by the quickest practical means to the Assisting Party.

SECTION 3. ADMINISTRATION

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions:

- A. **RECORD KEEPING** - The Assisting Party shall issue its purchase order for all items requested by the Requesting Party putting on the purchase order the following statement: "This purchase is made for (Requesting Party) under the terms and conditions set forth in a Purchasing Mutual Aid Agreement." The Assisting Party shall maintain records and submit itemized invoices to the Requesting Party for payment by the requesting party.
- B. **PAYMENT** - The Assisting Party shall send such invoices to the chief fiscal officer of the Requesting Party as soon as received following the period of assistance; and the Requesting Party shall pay the bill in full following their internal guidelines. All items requested must be paid for by the Requesting Party whether or not such items are in fact used.

SECTION 4. INDEMNIFICATION

Except as otherwise specifically provided in this Agreement, the Requesting Party shall indemnify and hold the Assisting Party harmless, to the extent permitted by Florida law, from and against any and all claims, demands, suits, actions, damages and

causes of action related to or arising out of or in any way connected with mutual aid assistance rendered or performed by the Assisting Party on behalf of the Requesting Party. The Requesting Party shall, to the extent permitted by Florida law, defend any action or proceeding brought against the Assisting Party and shall indemnify and hold the Assisting Party harmless from and against all costs, including attorneys' fees for trial and on appeal, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees that may be entered as a result thereof.

SECTION 5. LENGTH OF TIME FOR EMERGENCY

The duration of such emergency will normally be limited to seven (7) calendar days. It may be extended by the Requesting Party, if necessary, in 24-hour increments.

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the later date of approval hereof and shall automatically renew in successive one (1) year terms unless terminated by 30-day advance written notice by a Participating Government. Such written notice shall be served personally or by registered mail upon the Purchasing Manager of each Participating Government.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Governments and upon proper execution hereof.

SECTION 8. ADDITIONAL PARTIES

Initial Participating Governments and parties to this Agreement are the Okaloosa County Board of County Commissioners and the Escambia County Board of County Commissioners. Any other municipality or any county in the State of Florida may become a Participating Government by formal action of its governing body approving this Agreement. Such approval shall be evidenced by a resolution adopted by such governing body, to which resolution is attached a copy of this Purchasing Mutual Aid Agreement. A certified copy of such resolution shall be forwarded by each such new Participating Government to the Purchasing Managers of each existing Participating Government.

SECTION 9. SEVERABILITY

Should any portion, section or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other

portion, section or subsection and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, subsection or power invalidated so long as the primary goals of the parties can still be effectuated.

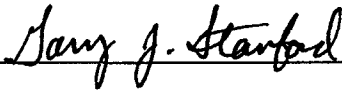
IN WITNESS WHEREOF, this Agreement has been duly approved by the governing bodies of the Participating Governments and execution authorized by the appropriate officials thereof.

PARTICIPATING GOVERNMENT
OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: 
Chairman



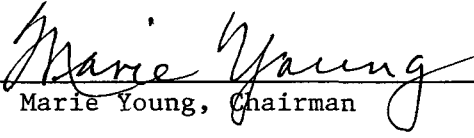
ATTEST:





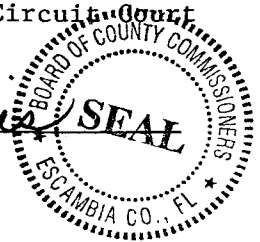
Nov. 5, 2002
Date of Approval

PARTICIPATING GOVERNMENT
ESCAMBIA COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: 
Marie Young, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court


Deputy Clerk



BCC Approved: 6-6-2002

DATE EXECUTED 12-10-2002

APPENDIX "A" TO PURCHASING MUTUAL AID AGREEMENT

Date: _____

Name of Government: Okaloosa County Board of County Commissioners

Mailing Address: 101 E James Lee Blvd

City, State, Zip: Crestview FL 32536

Authorized Representatives to Contact for Emergency Assistance

Primary Representative

Name: Richard L Brannon

Title: Purchasing Director

Address: 602-C North Pearl Street, Crestview FL 32536

Day Phone: 850-689-5960 Night Phone: 850-682-4061

FAX No.: 850-689-5970

E-Mail: rbrannon@co.okaloosa.fl.us

Alternate Representative

Name: Jack Allen

Title: Purchasing Services Manager

Address: 602-C North Pearl Street, Crestview FL 32536

Day Phone: 850-689-5960 Night Phone: 850-537-7036

FAX No.: 850-689-5971

E-Mail: jallen@co.okaloosa.fl.us

APPENDIX "A" TO PURCHASING MUTUAL AID AGREEMENT

Date: _____

Name of Government: Escambia County Board of County Commissioners

Mailing Address: 213 Palafox Place Room 230

City, State, Zip: Pensacola FL 32501

Authorized Representatives to Contact for Emergency Assistance

Primary Representative

Name: Joe F Pillitary

Title: Purchasing Manager

Address: 213 Palafox Place Room 234, Pensacola FL 32501

Day Phone: 850-595-4987 Night Phone: 850-455-6098

FAX No.: 850-595-4805

E-Mail: joe_pillitary@co.escambia.fl.us

Alternate Representative

Name: C B Roberts

Title: Assistant Purchasing Manager

Address: 213 Palafox Place Room 233, Pensacola FL 32501

Day Phone: 850-595-4944 Night Phone: 850-456-8772

FAX No.: 850-595-4805

E-Mail: cb_roberts@co.escambia.fl.us