

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/04/2014

Contract/Lease Control #: C14-2154-TDD

Bid #: N/A

Contract/Lease Type: INTERLOCAL AGREEMENT

Award To/Lessee: OAKLOOSA ISLAND FIRE DISTRICT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/18/2014

Term: INDEFINITE

Description of Contract/Lease: BEACH RESCUE & TRANSPORT SERVICES

Department: TDD

Department Monitor: SCHROEDER

Monitor's Telephone #: 850-651-7131

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

Closed: _____

cc: Finance Department Contracts & Grants Office

RECEIVED JAN 22 2014
me

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C14-2154-TDD Tracking Number: 847-14

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

Purpose: Beach Rescues Transport Services

Date/Term: Indefinite

Amount: \$24,726.17

Department: TDD

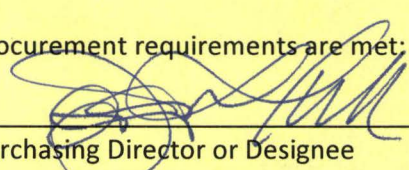
Dept. Monitor Name: Schroeder/Dunworth

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:

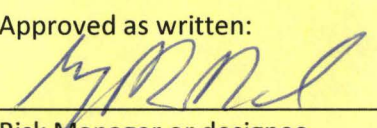
 _____

Purchasing Director or Designee

Date: 1-22-14

Risk Management Review

Approved as written:

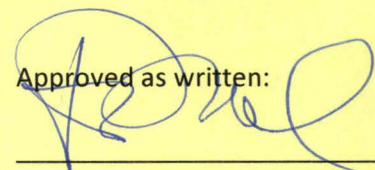
 _____

Risk Manager or designee

Date: 1-22-14

County Attorney Review

Approved as written:

 _____

County Attorney

Date: 2-7-14

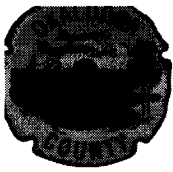
Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date: _____



**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: February 18, 2014
TO: Honorable Chairman and Members of the Board
FROM: Ed Schroeder
SUBJECT: Interlocal Agreement for Beach Rescue and Transport Services
DEPARTMENT: Tourist Development Department
BCC DISTRICT:

STATEMENT OF ISSUE: Request approval of an interlocal agreement with the Okaloosa Island Fire District in conjunction with funding half the purchase of a beach rescue truck.

BACKGROUND: Enhancing the safety of beaches is an essential component of promoting the sub-county taxing district as a tourist destination, and the provision of beach rescue and transport services will promote safety and encourage enjoyment of the beaches. The interlocal agreement provides for a one-time payment of \$24,726.17 to the fire district for the provision of beach rescue and transport services. There is no continuing obligation by the County to provide such funds in the future. The funds shall be used to pay for half the cost of purchasing a beach rescue vehicle, which will enhance the effectiveness of the services provided by the District and shall be the property of the District upon purchase.

The Tourist Development Council recommended approval of the interlocal agreement at its December 12, 2013 meeting.

The Okaloosa Island Fire District approved the interlocal agreement at its January 15, 2014 meeting.

OPTIONS: Approve or Disapprove

RECOMMENDATION: Approve the Interlocal Agreement for Beach Rescue and Transport Services and one-time payment of \$24,726.17 to fund half the cost of a beach rescue vehicle.

Ed Schroeder

Ed Schroeder, Executive Director

2/12/2014

RECOMMENDED BY:

Ernie Padgett

Ernie Padgett, County Administrator

2/12/2014

APPROVED BY:

Ernie Padgett, County Administrator

RESULT: ADOPTED [UNANIMOUS]
MOVER: Don Amunds, Commissioner District 4
SECONDER: Wayne Harris, Commissioner District 1
AYES: Amunds, Boyles, Harris, Parisot, Windes

3. Bring as dept. item to discuss consideration of all route funding with cities upcoming budget year at March 18 meeting

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dave Parisot, Commissioner District 2
SECONDER: Wayne Harris, Commissioner District 1
AYES: Amunds, Boyles, Harris, Parisot, Windes

B. Ed Schroeder/Tourist Development

1. Request approval of Horizons Burning Up The Beaches Car Show

RESULT: WITHDRAWN

2. Request approval of Peter Mayer Task Order 129

RESULT: WITHDRAWN

3. Request approval of Interlocal Agreement for Beach Rescue and Transport Services

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dave Parisot, Commissioner District 2
SECONDER: Wayne Harris, Commissioner District 1
AYES: Amunds, Boyles, Harris, Parisot, Windes

4. Request approval of Peter Mayer Task Order 130

RESULT: WITHDRAWN

C. Jeff Littrell/Water & Sewer

1. Request approval to advertise and hold a public meeting to discuss and to vote on approval for OCWS to self perform construction of the Newcastle Area Water System Improvements Project

**INTERLOCAL AGREEMENT FOR
BEACH RESCUE AND TRANSPORT 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, the County finds that enhancing the safety of its beaches is an essential component of promoting the sub-county taxing district as a tourist destination; and

WHEREAS, the provision of beach rescue and transport services will promote safety and encourage enjoyment of the beaches; and

WHEREAS, the County desires beach rescue and transport services; and

WHEREAS, the District has offered to render certain beach rescue and transport services as more fully described in this Agreement, and has the qualifications, experience and resources to perform such services; and

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

NOW, THEREFORE, acting pursuant to their statutory 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. District's Responsibilities. The District shall provide beach rescue and transport services as more fully described in the Scope of Services set forth in EXHIBIT A attached hereto and incorporated by reference.

The District shall 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.

The District shall place the Okaloosa County tourist development logo ("Logo") on equipment and vehicles used to provide services under this Agreement. The Logo shall be prominently displayed on the sides and rear of the beach rescue vehicle. Additionally, the District agrees to work with the County to enhance marketing efforts of the sub-county taxing district. Such marketing efforts shall include, but not be limited to, social media development and interaction, public relations and publicity initiatives, webpage links and landing pages, and photograph and video.

**CONTRACT #C14-2154-TDD
OKALOOSA ISLAND FIRE DIST
BEACH RESCUE & TRANSPORT SVS
EXPIRES: INDEFINITE**

Section 3. County's Responsibilities. The County agrees to pay the District a one-time payment of TWENTY FOUR THOUSAND SEVEN HUNDRED TWENTY SIX DOLLARS AND SEVENTEEN CENTS (\$24,726.17) for the provision of beach rescue and transport services. This Agreement is for a one-time payment and there is no continuing obligation by the County to provide such funds in the future.

Section 4. Use of County Funds. The funds set forth in Section 3 above shall be used to pay for half the cost of purchasing a beach rescue vehicle, as more fully described in EXHIBIT B, which vehicle shall be the property of the District upon purchase. The purchase of a beach rescue vehicle will enhance the effectiveness of the services provided by the District. Within thirty (30) days of purchasing the beach rescue vehicle, the District shall provide the County with documentation which establishes that County funds were expended for the purposes set forth in this section. Failure to provide documentation within thirty (30) days shall be a basis to seek reimbursement from the District for the County funds expended.

Section 5. Effective Date and Term of Agreement. This Agreement shall be effective upon the execution by all parties and shall remain in effect until terminated by either party.

Section 6. 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. In the event this Agreement is terminated by the District within five (5) years of its execution, the District shall reimburse the County an amount equal to half the then-depreciated value of the beach rescue vehicle. Any termination beyond five (5) years will not require any reimbursement.

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.

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.

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

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



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

Dated: February 18, 2014

ATTEST:



By: Gary J. Stanford
Gary J. Stanford

Its: Deputy Clerk

Approved as to form and legal sufficiency:
[Signature]

John R. Dowd
Its: County Attorney

OKALOOSA ISLAND DIRE DISTRICT

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

Dated: 2-10-14

ATTEST:

By: [Signature]
2 11 14
Its: District Clerk

EXHIBIT A

SCOPE OF SERVICES

The District and the County shall work in partnership to ensure the safety of all visitors to the beaches of Okaloosa Island. To that end, the District shall provide beach rescue and transport services on the beaches located within the sub-county taxing district. Such services shall be provided year-round as the need arises.

Beach rescue and transport services shall include, but not be limited to:

- Extrication of patients and providing first response emergency medical care under the Advanced Life Support Partnership Agreement with the Okaloosa County Department of Public Safety.
- The beach rescue vehicle and associated equipment shall be used solely within the sub-county tourist development taxing district.
- Provide an annual comprehensive report to the Department of Public Safety Director that includes, but is not limited to, the following performance measures: (1) the number of personnel used to deliver beach rescue and transport services, (2) the cost of all such personnel services, and (3) beach rescue and transport activities for the season to include preventative actions. The report shall be submitted no later than the end of business on the second (2nd) Friday of November.

EXHIBIT B

BEACH RESCUE VEHICLE SPECIFICATIONS AND PRICE QUOTE

OKALOOSA ISLAND FIRE DISTRICT

104 SANTA ROSA BOULEVARD - FORT WALTON BEACH, FLORIDA 32548
(850) 244-5373 - (850) 244-4485 - FAX (850) 244-3911

ROBERT L. TILLEY
FIRE CHIEF

Hub City Ford Final Price \$43,823.80

Williams Communications \$5,628.54

Total Vehicle Cost \$49,452.34

Requested funds from TDC \$24,726.17

Fleet Department
windrow1@windrowfleetsales.com



Phone: (800) 972-3673
Office: (850) 398-6810
Cell: (850) 393-4723
Fax: (850) 398-6827

Date:
11/22/2013

CHIEF ROBERT (BOB) TILLEY
OKALOOSA ISLAND FIRE DISTRICT
850-244-5373 CELL 259-2898
850-244-3911
RTILLY@OIFD.ORG

STATE TERM
CONTRACT # 02-071-000-13-1

Exterior Vehicle Color	VERMILLION RED	Emergency Lighting:		Driver side	Passenger side
Interior Vehicle Color	STEEL GRAY	Color	Lights		
Seat Type	VINYL	Color	Lenses		

071-512-LINE #34					
COMMODITY CODE		MSRP	12% discount	Total	
Base Price	2014 FORD F-150 4WD SUPER CREW 157" XL (WIE)			\$24,649.00	
535	TRALER TOW PKG	\$ 375.00		\$330.00	
413	SKID PLATES	\$ 160.00		\$140.80	
76C	REAR VIEW CAMERA	\$ 450.00		\$396.00	
76R	REVERSE SENSING SYSTEM	\$ 275.00		\$242.00	
433	SLIDING REAR WINDOW	\$ 225.00		\$198.00	
18A	RUNNING BOARDS	\$ 225.00		\$198.00	
96W	SPRAY IN BED LINER	\$ 475.00		\$418.00	
	Base vehicle to include at No Charge				
99F	5.0L V-8 ENG FFV			I/C	
44J	6-SPEED AUTO			I/C	
XL6	3.73 LIMITED SLIP			I/C	
	Aftermarket Options				
	NON CONTRACT OPTION				
	POLICE PKG			\$8,396.00	
	TIRE & WHEELS			\$2,496.00	
	8,000 LIBS WINCH WITH REMOTE			\$1,696.00	
	WRAP AROUND GRILLE GUARD			\$1,296.00	
	DRIVE-PASS SIDE SPOT LIGHT			\$1,392.00	
	PRIVACY TINTED GLASS			\$390.00	
	UNDERCOATING			\$490.00	
	GRAPHICS KIT COMPLETE 3M 680			\$1,096.00	
				\$43,823.80	

Joe Windrow
Fleet Sales Manager
850-398-6810 Office
850-393-4723 Cell
850-398-6827 FAX

All vehicles will be ordered **WHITE** unless agency chooses a different color.
Please return quote along with purchase order.

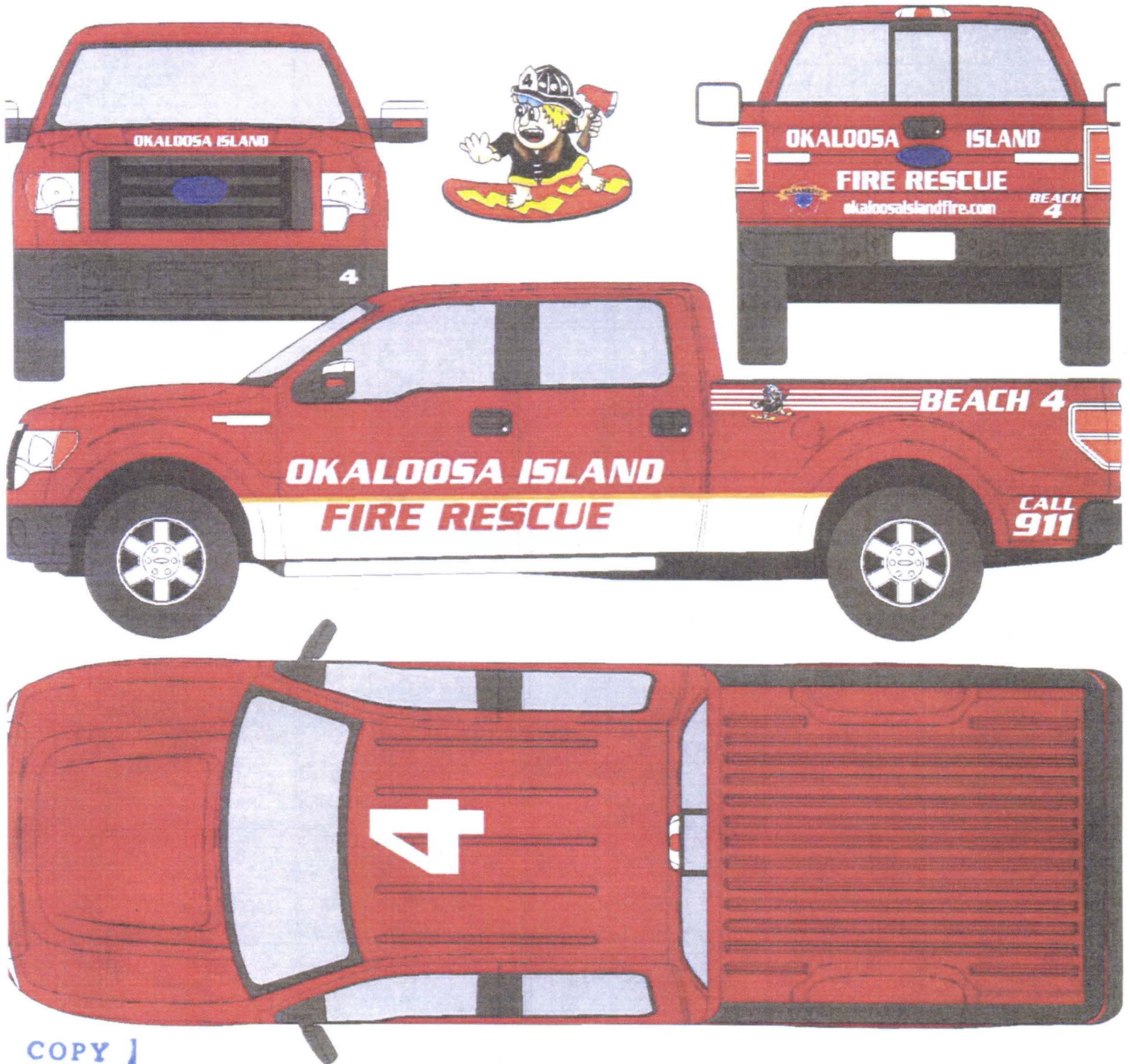
We Appreciate your interest in the 2012/2013 State of Florida Motor Vehicle Contract

COPY]

4060 South Ferdon Blvd., Crestview, FL 32536

GRAPHIC DESIGNS INTERNATIONAL INC.

ARTWORK VERIFICATION FORM



COPY]

All artwork Copyright © Graphic Designs

PLEASE NOTE:

This is an artistic representation of what your cruiser will look like. Graphic Designs reserves the right to slightly adjust dimensions and/or areas to accommodate printing and installation. As this color rendition is generated electronically, the colors may vary from the actual decal material.

Art work Only Salesperson

Ready to Cut

CHRISTINE

OKALOOSA ISLAND FIRE

Date

11-20-13

Approval Signature



WILLIAMS
COMMUNICATIONS, INC
 WIRELESS TECHNOLOGIES

Communications Quote Request

Please Submit Purchase Orders and Disbursement Orders to:

Williams Communications, Inc. | 5046 Tennessee Capital Blvd | Tallahassee, Florida 32303
 Julie Iron Wolf | jironwolf@wmscom.com | o: 850.230.8889 | f: 850.575.0346 | c: 850.251.0188

Agency :	Okaloosa Island Fire District	Date:	12/04/13
Contact:	Chief Robert Tilley	Phone:	850.244.5373
Client PO#:	M7300 Dual Band Remote & Kenwood VHF Mobile	Email:	rtilley@oifd.org
Ship to:		Other :	850.244.4485 850.259.2898

COMPANY PROPRIETARY & CONFIDENTIAL

Part No.	Description	QTY	Retail	Client Price	Ext. Total
Harris Mobile					
MAMW-SDMXX	<u>Mobile,M7300,764-870MHz,Half Dplx- P25 Conv.</u>	1	\$2,300.00	\$1,725.00	\$1,725.00
MAMW-NPL3R	Feature,Max(1024+) System/Groups	1	\$0.01	\$0.01	\$0.01
MAMW-NPL7G	Feature,ESK/P25 Personality Lock	1	\$110.00	\$82.50	\$82.50
MW-PRO	FEATURE, PROVOICE	1	\$250.00	\$187.50	\$187.50
MAMW-PKGED	Feature Package,EDACS Trunking	1	\$1,100.00	\$825.00	\$825.00
MAMW-NCP9E	Control Unit,CH721,System Front Mount	1	\$720.00	\$540.00	\$540.00
MAMW-NZN6W	Accessories,M7300 Front Mount w/Interior External Speaker	1	\$235.00	\$176.25	\$176.25
MAMW-NMC7Z	Microphone,Standard,CH721 Control Unit	1	\$80.00	\$60.00	\$60.00
WCI Services	Antenna & Mount-Standard Roof & Radio Face Plate	1	\$195.00	\$175.00	\$175.00
WCI Services	Mobile Programming Services at Williams Communications	1	\$85.00	\$71.51	\$71.51
<i>Quote is for Parts & Programming only- Installation Provided by Client At Dealership- Speciality Antenna may increase Price</i>			Shipping & Handling Costs		\$22.95
				Harris Radio Client Total	\$3,865.72
Kenwood Mobile on SOF CONTRACT PRICING					
TK7180HK-FLSP1	Mobile-Kenwood-TK 7180-136/174 Mhz-50W-512CH <i>Incls Ignition Sense,Line Filte,KeyLock Adapter, Ext Speaker, DC Cable, Standard Mounting Bracket & Fuse.-Dash Mount</i>	1	\$718.00	\$578.46	\$578.46
				SOF PRICE	
KMC-35	Microphone-Kenwood-Standard Mobile	1	\$52.50	included	
KES-#	Speaker-Kenwood Interior External-Compact	1	\$44.25	\$40.00	\$40.00
WCI Services	Antenna & Mount- UHF Standard Roof & Radio Face Plate	1	\$195.00	\$175.00	\$175.00
WCI Services	Mobile Programming Services at Williams Communications	1	\$85.00	\$65.00	\$65.00
<i>Quote is for Parts & Programming only- Installation Provided by Client At Dealership- Speciality Antenna may increase Price</i>			Shipping & Handling Costs		\$22.95
				Kenwood 50 Watt Radio Total	\$881.41
				Two Radios Client Total	\$5,628.54

Quote prices good for thirty calendar days. Quote does not include any applicable sales tax.

All returns are subject to a 25% restocking fee.

**Williams Communications, Inc. | 5046 Tennessee Capital Blvd | Tallahassee, Florida 32303
 850.385.1121 | 800.649.5783**

www.wmscom.com | facebook:Williams-Communications-Inc

CC Name:
 Agency:
 Bill Address:
 City | ST | Zip:

CC Type:
 CC Number:
 Exp Date:
 Code |Back:

Please Note: The 3% Service Fee will be added on all Credit Card Transactions over \$1000.00