

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/06/2015

Contract/Lease Control #: C15-2271-PS

Bid #:

Contract/Lease Type: CONTRACT (INTERLOCAL AGREEMENT)

Award To/Lessee: AREA FIRE DEPARTMENTS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/03/2015

Term: INDEFINITE

Description of Contract/Lease: AUTOMATIC MUTUAL AID

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: 1032-14

Contractor/Lessee Name: PS & Various Fire Depts Grant Funded: YES ___ NO ___

Purpose: Mutual Aid

Date/Term: Indefinite 1. GREATER THAN \$50,000

Amount: N/A 2. GREATER THAN \$25,000

Department: PS 3. \$25,000 OR LESS

Dept. Monitor Name: Villani / Huber

Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met: _____

[Signature] Date: 8/1/14

Purchasing Director or Designee Joanne Kublik

Risk Management Review

Approved as written: _____

[Signature] Date: 8-1-14

Risk Manager or designee Kay Godwin

County Attorney Review

Approved as written: _____

[Signature] Date: 8-4-14

County Attorney Gregory T. Stewart [Signature]

Following Okaloosa County approval:

Contracts & Grants

Document has been received: _____

Contracts & Grants Manager Date: _____

INTERLOCAL AGREEMENT FOR AUTOMATIC MUTUAL AID BETWEEN AREA FIRE DEPARTMENTS AND DEPARTMENT OF PUBLIC SAFETY

THIS AGREEMENT, made and entered into this 3rd day of Feb, 2014, by and between the following jurisdictions in Okaloosa County: City of Fort Walton Beach, City of Mary Esther, Florosa Fire Control District, Ocean City Wright Fire Control District, Okaloosa Island Fire District, North Bay Fire Control District, Okaloosa County Public Safety, , City of Valparaiso, City of Niceville, East Niceville Fire Control District, Almarante Fire District, Baker Fire District, Blackman Fire District, City of Crestview, Dorcas Fire District, Holt Fire District, City of Laurel Hill, and North Okaloosa Fire District. This Agreement also covers the following areas located outside Okaloosa County: Holley Navarre Fire Control District, South Walton Fire District, and Walton County.

WITNESSETH:

WHEREAS, the parties hereto are geographically located in proximity to each other; and

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that each of the other parties effectively assists the other in the event of a fire or other emergency that endangers life or property; and

WHEREAS, certain of the parties to this Agreement have previously approved an Automatic Mutual Aid Agreement between area fire departments dated April 1, 2014, and now intend, by adopting this Interlocal Agreement for Automatic Mutual Aid Between Area Fire Departments and Department of Public Safety, that the previous Automatic Mutual Aid Agreement of April 1, 2014, will be replaced in its entirety by this Interlocal Agreement.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. That it is hereby set forth to be policy of the parties to respond, pursuant to the running card system, with appropriate Engine Companies, Ladder Companies, Rescue Companies, EMS Units, and Hazardous Material Unit with a normal complement of personnel within those areas designated by the parties hereto. The parties shall, under such circumstances, come under the authority of the party to which the automatic/mutual aid is being given.
2. That it is hereby the responsibility of the Chiefs of said parties for coordinating the running card assessments and response of equipment and personnel in such a manner as to insure that an adequate level of the fire protection service remains available to each jurisdiction.
3. No party to this Agreement shall be required to pay any compensation to any other party to this Agreement for services rendered, the mutual advantages and protection afforded by this Agreement being considered adequate compensation to all parties.
4. It is mutually understood and agreed that this Agreement does not relieve any of the parties hereto from the necessity and obligation of providing adequate fire protection within its own areas, and each party hereto agrees that it shall use reasonable diligence in keeping the fire-fighting equipment and personnel in its possession up to the minimum standards recommended by the Insurance Services Office for the cities/districts of comparable size.

Drafted by Okaloosa County Fire Rescue Organization
Approved by the Walton County Board of County Commissioners July 22, 2014

5. Any services performed or expenditures made in connection with furnishing mutual aid/automatic aid under this Agreement by any party hereto shall be deemed conclusively to be for the direct protection of such party.


6. Any party to this Agreement may withdraw at any time upon thirty days' written notice to each of the other parties, and thereafter such withdrawing party shall no longer be a party to this Agreement.


7. To the extent permitted by law, and without waiving sovereign immunity, each party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions of its personnel, in providing mutual aid/automatic aid assistance rendered or performed pursuant to the terms of this Agreement.

8. Upon execution, this Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of Walton County, Florida, and the Clerk of the Circuit Court of Okaloosa County, Florida, in accordance with Section 163.01, Florida Statutes (2013).


IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written by the parties hereto:

FOR THE CITY OF FORT WALTON BEACH




City Manager



Fire Chief

Attest by:


Date

FOR THE CITY OF MARY ESTHER




Mayor


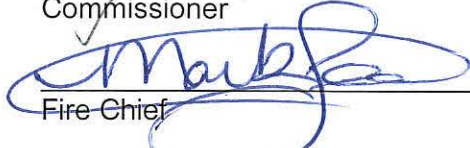
Fire Chief

Attest by:
9-4-14

Date

FOR THE FLOROSA FIRE CONTROL DISTRICT



Commissioner


Fire Chief

Attest by:
10/24/2014

Date

FOR THE OCEAN CITY-WRIGHT FIRE CONTROL DISTRICT

[Signature]
Commissioner
[Signature]
Fire Chief

[Signature]
Attest by:
9/11/2014
Date

FOR THE NORTH BAY FIRE CONTROL DISTRICT

[Signature]
Commissioner
[Signature]
Fire Chief

[Signature]
Attest by:
9/9/2014
Date

FOR THE HOLLEY NAVARRE FIRE CONTROL DISTRICT

[Signature]
Commissioner
[Signature]
Fire Chief

[Signature]
Attest by:
9-22-14
Date

FOR THE COUNTY OF OKALOOSA

[Signature]
Chairman
[Signature]
Director



[Signature]
Attest by:
2-5-15
Date



FOR THE OKALOOSA ISLAND FIRE DISTRICT

[Signature]
Commissioner
[Signature]
Fire Chief

[Signature]
Attest by:
09/19/2014
Date

FOR THE CITY OF VALPARAISO

Mayor

[Signature]

Fire Chief

Mark B. Romis

Attest by:

[Signature]

Date

22 Oct 2014

FOR THE CITY OF NICEVILLE

Mayor

Randall Wise

Fire Chief

Walter J. Mayhew

Attest by:

[Signature]

Date

10/6/14

FOR THE EAST NICEVILLE FIRE CONTROL DISTRICT

Commissioner

[Signature]

Fire Chief

Michael S. Wright

Attest by:

[Signature]

Date

23 OCT 2014

FOR THE ALMARANTE FIRE DISTRICT

Commissioner

Mark Wilkins

Fire Chief

Charles M. Carroll

Attest by:

[Signature]

Date

10-9-2014

FOR THE BAKER FIRE DISTRICT

Commissioner

James M. Paul

Fire Chief

Emery R. Talbert

Attest by:

Date

10-7-2014

FOR THE BLACKMAN FIRE DISTRICT

[Signature]
Commissioner

[Signature]
Fire Chief

10-9-2014
Attest by:

10-7-2014
Date

FOR THE DORCAS FIRE DISTRICT

[Signature]
Commissioner

[Signature]
Fire Chief

Attest by:

Date

FOR THE HOLT FIRE DISTRICT

[Signature]
Commissioner

[Signature] DARRYL S. CHESTNUT
Fire Chief

Attest by:

Date

FOR THE NORTH OKALOOSA FIRE DISTRICT

[Signature] Craig Shaw
Commissioner

[Signature]
Fire Chief

Attest by:

16 Oct 2014
Date

FOR THE CITY OF CRESTVIEW

[Signature]
Mayor

[Signature]
Fire Chief

Attest by:

10-9-14
Date

FOR THE CITY OF LAUREL HILL

Robby R. Green
Mayor

Smith Mastay
Fire Chief

Nita Miller
Attest by:

12-1-14
Date

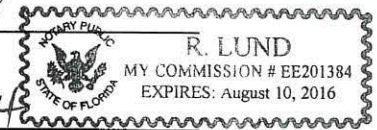
FOR SOUTH WALTON FIRE DISTRICT

David L. West
Commissioner

[Signature]
Fire Chief

[Signature]
Attest by:

11/20/2014
Date



FOR WALTON COUNTY

Bill Chapman
W. N. "Bill Chapman, Chair
Walton County Board of County Commissioners

[Signature]
Fire Chief

[Signature]
Attest by: Deputy Clerk

8/19/14
Date