

OKALOOSA ISLAND FIRE DISTRICT
REGULAR MONTHLY MEETING
AUGUST 17, 2016 AGENDA

I. **CALL TO ORDER:** Meeting called to order at _____ p.m. by Chairman Jones.

II. **CALLING OF THE ROLL:** Present were Commissioners Jones _____ Mitchell _____
Edlund _____ Simpson _____ Linz _____

III. **APPROVAL OF THE *AUGUST* AGENDA:**

(a) **PUBLIC COMMENTS:**

IV. **APPROVAL OF MINUTES:** Minutes for *JULY'S* regular meeting.

V. **APPROVAL OF THE FINANCIAL REPORT FOR: *JULY'S 2016***

VI. **OFFICERS REPORT:**

1. **Chairman, :**

2. **Vice-Chairman, :**

3. **Secretary/ Treasurer, :**

4. **Department Chief Tilley:**

A. Reported 173 responses for **JULY** (177 for JULY 2015)

Response Summary:

<u>7</u>	Fire Calls
<u>13</u>	False Alarms/Alarm Activations
<u>145</u>	EMS/ Rescue/ MVA
<u>8</u>	Other

OKALOOSA ISLAND FIRE DISTRICT
REGULAR MONTHLY MEETING
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- B. Fractile Response Times: Quarterly
- C. Vehicle Status Report: All Trucks in Service

VII. OLD BUSINESS:

- A. Audit Approval
- B. Chief's Evaluation
- C. Compressor

VIII. NEW BUSINESS:

- A. Budget Hearing Reminder-Wednesday, September 7th at 5:01 P.M.
- B. OIFD Christmas Party-Saturday, December 3rd at 6:00 P.M.
- C. Interlocal Agreement between OIFD and Emerald Coast Convention Center (ECCC)
- D.

IX. ADJOURNMENT: Meeting was adjourned at _____ p.m.

**Okaloosa Island Fire District
Board of Fire Commissioners Minutes
JULY 20, 2016**

- I. **MEETING:** Meeting was called to Order @5:42 P.M. by Chairman Jones.

- II. **ROLL CALL:** Present were Commissioner Jones, Commissioner Edlund, Commission Linz, Commissioner Mitchell and Commissioner Simpson were present. Also present were Chief Tilley, Assistant Chief Carvalho and Medical Division Officer Philip Metz.

- III. **APPROVAL OF JULY AGENDA:** Chairman Jones called for an approval of the Agenda. **Commissioner Mitchell** made a motion to approve the Agenda, **Commissioner Simpson** seconded, all were in favor, none opposed, motion carried.

- IV. **PUBLIC COMMENTS:** Chairman Jones asked Chief Tilley about an MVA OIFD responded in which another agency blocked Brooks Bridge access coming onto the Island. Chairman Jones wanted to know whose call that was to make to block both lanes of traffic. Chief Tilley and Assistant Chief Carvalho explained the process of keeping lanes closed and then opening them for firefighter and emergency medical personnel safety.

- V. **APPROVAL OF THE MINUTES:** The minutes for the June 15, 2016 regular meeting minutes were reviewed. Chairman Jones called for corrections, deletions, and/or additions. There being none, **Commissioner Mitchell** made a motion to accept the Minutes as presented. **Commissioner Simpson** seconded the motion, all were in favor, none opposed, motion carried.

- VI. **APPROVAL OF THE FINANCIALS FOR MONTH ENDING JUNE, 2016.** Chairman Jones called for an approval of the financials. **Commissioner Mitchell** made a motion to approve the financials. **Commissioner Edlund** seconded the motion, all were in favor, none opposed, motion carried.

VII. REPORT OF OFFICERS:

1. Chairman Jones: No Report
2. Vice Chairman Edlund: No Report
3. Secretary/Treasurer Mitchell: No Report
4. Chief Tilley Department Report:

A. Total responses for the month of *June, 2016* **130**
(JUNE, 2015 172)

- 6** Fire Calls
- 6** Alarm Activations
- 63** EMS/Rescue/MVA
- 55** Other

B. Fractile/Response Times: Phil Metz, Medical Division Officer, gave update on Fractile Response Times. OIFD is at 100%. The firefighters are doing a great job of responding to all calls. ISO has notified us they will be here in 2017.

C. Vehicle Status Report: All trucks in service.

VIII. OLD BUSINESS:

- A. No old business.

IX. NEW BUSINESS:

- A. Audit: Received audit back and it looks good. There were a few typos that Chief Tilley wanted to bring to the Board's attention. The errors are on the following pages: pg 3 fourth paragraph there is a typo, page 11 has the same information and is correct; pg. 7 bottom of the last paragraph shows FY millage 3.5550 and it should be 3.4500 mils; pg.9 Libs for Abs-1 year the Pension's liability was included per the new State requirement. Chief Tilley suggested the Board take the handout provided by the auditor home and review it for discussion/approval at the August 17th meeting.
- B. Final Taxable Values: District received their notice from Pete Smith, Property Appraiser, showing that our taxable values are \$929,656,163.00.
- C. First Public Hearing: The first public hearing for setting the budget for FY' 16/17 will be Wednesday, September 7, 2016 at 5:01 P.M. Chairman Jones called for a motion to set this first public hearing date.

Commissioner Mitchell made a motion to set the first public hearing date as presented. **Commissioner Edlund** seconded the motion, all were in favor, none opposed, motion carried.

- D. Roof Estimate: Chief Tilley received a roof estimate from Thomas Case in the amount of \$37,514.00 which includes 10 year manufacturer material and labor warranty against leaks. Chairman Jones called for approval for acceptance of the work. **Commissioner Mitchell** made a motion to approve the bid. **Commissioner Simpson** seconded the bid, all were in favor, none opposed, motion carried.
- E. Set Tentative Millage Rate: Millage rate is set at 3.3699 which is the rollback rate. Chairman Jones called for a motion to accept this millage rate. **Commissioner Mitchell** made a motion to accept the millage rate as stated. **Commissioner Edlund** seconded the motion, all were in favor, none opposed, motion carried.
- F. Thank You Card to OIFD: OIFD Firefighters received a thank you card from a patient we provided care. She wanted to make sure we knew we were appreciated.

ADJOURNMENT: With nothing further, the meeting was adjourned at 6:16 p.m.

These minutes are approved and attested to by signature.

Catherine A. Jones
Chairman

Mike Mitchell
Secretary

OKALOOSA ISLAND FIRE DISTRICT
Profit & Loss Budget vs. Actual
 October 1, 2015 through August 8, 2016

	Oct 1, '15 - Aug 8, 16	Budget	\$ Over Budget
Income			
Contingency Reserve	0.00	463,000.00	-463,000.00
Hurricane Reserve	0.00	50,000.00	-50,000.00
SAFER Grant Reserve	0.00	0.00	0.00
311.110 · County Reserve- Current Year	3,071,298.60	2,978,832.00	92,466.60
311.120 · Discounts Allowed	-105,978.37	0.00	-105,978.37
311.200 · County Reserve- Prior Year	1,069.84	0.00	1,069.84
331.200 · FEMA Grant	0.00	0.00	0.00
331.300 · Grants	5,000.00	0.00	5,000.00
334.200 · Florida State Grant	0.00	0.00	0.00
335.200 · State Incentive	3,360.00	0.00	3,360.00
339.000 · Recreational Property	27,930.00	33,516.00	-5,586.00
342.210 · Cost Recovery Revenue	0.00	0.00	0.00
342.220 · Plan Review Fees	0.00	0.00	0.00
361.100 · Interest Earned - Checking	1,010.32	0.00	1,010.32
361.110 · Interest - County Reserve	0.00	0.00	0.00
361.120 · Interest - State Board of Admin	0.00	0.00	0.00
366.000 · Contributions and Donations	100.00	0.00	100.00
369.110 · Tax Penalties	0.00	0.00	0.00
369.120 · Cash Brought Forward	0.00	146,666.00	-146,666.00
384.000 · Othr Financing Sources	1,954.89	0.00	1,954.89
4999 · Uncategorized Income	0.00	0.00	0.00
Total Income	3,005,745.28	3,672,014.00	-666,268.72
Cost of Goods Sold			
50000 · Cost of Goods Sold	0.00	0.00	0.00
Total COGS	0.00	0.00	0.00
Gross Profit	3,005,745.28	3,672,014.00	-666,268.72
Expense			
Contingency Reserve Expense	169,642.05	463,000.00	-293,357.95
Hurricane Reserve Expense	0.00	50,000.00	-50,000.00
SAFER Grant Reserve Expense	0.00	0.00	0.00
166 · .930	0.00	0.00	0.00
3200 · UnionDues	0.00	0.00	0.00
522.120 · OIFD Salaries	943,666.89	1,100,000.00	-156,333.11
522.121 · Holiday Pay	10,090.86	15,000.00	-4,909.14
522.122 · Liability for Compensated Absen	0.00	50,000.00	-50,000.00
522.123 · Direct Deposit Charges	802.25	0.00	802.25
522.141 · Scheduled OT	19,427.48	30,000.00	-10,572.52
522.142 · Unscheduled OT	30,911.78	30,000.00	911.78
522.150 · Incentive Pay	4,265.27	0.00	4,265.27
522.210 · S.S. & MED - ER Portion	76,800.18	100,000.00	-23,199.82
522.220 · Pension - ER	620,000.00	620,000.00	0.00
522.230 · Medical - Group ER	239,448.20	325,000.00	-85,551.80
522.231 · Life Insurance - ER	0.00	0.00	0.00
522.240 · Worker's Compensation	68,751.02	100,000.00	-31,248.98
522.241 · Employee Benefit	0.00	0.00	0.00
522.311 · Property Appraiser	41,201.50	55,000.00	-13,798.50
522.312 · Legal	1,050.00	12,500.00	-11,450.00
522.313 · Tax Collector	59,252.56	65,000.00	-5,747.44
522.314 · Physicals & Misc Medical	4,739.80	8,000.00	-3,260.20
522.320 · Audit - CPA	14,250.00	14,500.00	-250.00
522.340 · Alarm Monitor Contract	75.00	1,500.00	-1,425.00
522.411 · Cell Phones	0.00	0.00	0.00
522.412 · Central Dispatch	2,610.00	3,000.00	-390.00
522.431 · Electric Co.	21,429.36	24,000.00	-2,570.64
522.432 · Gas Co.	1,646.15	3,000.00	-1,353.85
522.433 · Water, Sewer & Trash	5,299.44	7,500.00	-2,200.56
522.434 · Telephone, Internet & Cable	9,420.23	10,500.00	-1,079.77
522.440 · Equipment Lease	0.00	0.00	0.00
522.451 · Insurance - Security Bonds	0.00	1,200.00	-1,200.00
522.452 · Insurance - Liability/ Property	29,833.14	29,000.00	833.14
522.460 · Maintenance and Repair	76,152.74	50,000.00	26,152.74
522.468 · Cellular Contract	0.00	0.00	0.00

10:10 AM
 08/08/16
 Accrual Basis

OKALOOSA ISLAND FIRE DISTRICT Profit & Loss Budget vs. Actual October 1, 2015 through August 8, 2016

	Oct 1, '15 - Aug 8, 16	Budget	\$ Over Budget
522.491 · Advertising	158.55	7,000.00	-6,841.45
522.492 · Travel & Training	8,414.05	15,000.00	-6,585.95
522.500 · EMS Grant Funds	-4,500.00	0.00	-4,500.00
522.511 · Admin/ Office Supplies	9,063.63	12,500.00	-3,436.37
522.521 · Fuel & Oil	7,758.02	25,000.00	-17,241.98
522.522 · ALS	18,452.10	37,000.00	-18,547.90
522.523 · Uniforms	8,241.53	8,000.00	241.53
522.525 · Operational Supplies	22,698.12	35,000.00	-12,301.88
522.528 · Minor Equipment < \$750	0.00	0.00	0.00
522.542 · Dues & Subscriptions	17,686.00	14,000.00	3,686.00
522.543 · Haz Mat Assessment	4,591.00	6,400.00	-1,809.00
522.620 · Designated Capital Acquisition	0.00	0.00	0.00
522.621 · ALS Initiation Funding	0.00	0.00	0.00
522.644 · Equipments	53,697.68	100,000.00	-46,302.32
522.647 · Capital Equipment (Vehicle)	0.00	214,414.00	-214,414.00
522.650 · Building Construction Cost	0.00	0.00	0.00
522.700 · Building Maintenance	39,769.97	30,000.00	9,769.97
522.711 · Vehicle / Apparatus Principal	0.00	0.00	0.00
522.712 · Building Principal	0.00	0.00	0.00
522.713 · Line of Credit Pay Down	0.00	0.00	0.00
522.714 · Equipment Principal Paid	0.00	0.00	0.00
522.721 · Debt Service Interest	0.00	0.00	0.00
66900 · Reconciliation Discrepancies	0.00	0.00	0.00
Total Expense	2,636,796.55	3,672,014.00	-1,035,217.45
Net Income	368,948.73	0.00	368,948.73

OKALOOSA ISLAND FIRE DISTRICT

Annual Employee Efficiency Evaluation

EMPLOYEE: Robert Tilley

JOB TITLE: Fire Chief

EVALUATION PERIOD: Fiscal Year 2015-2016

EVALUATOR: Chairman Catherine Jones

<i>1 - Does not meet 2 - Marginally meets 3 - Meets 4 - Above average 5 - Clearly exceeds</i>	Rating
A. Ability to cooperate with the Board of Fire Commissioners, community citizens and leaders, peer organizations and local Districts and Municipalities.	
<i>Concerns or acknowledgments:</i>	
B. Ability to effectively communicate with the Board of Fire Commissioners, community citizens and leaders, peer organizations and local Districts and Municipalities.	
<i>Concerns or acknowledgments:</i>	
C. Ability to effectively lead all employees of the District.	
<i>Concerns or acknowledgments:</i>	
D. Ability to demonstrate productive work habits as an example to employees.	
<i>Concerns or acknowledgments:</i>	
E. Ability to demonstrate full and efficient utilization of all facilities and services.	
<i>Concerns or acknowledgments:</i>	

Chairman	Vice Chairman	Secretary Treasurer	Commissioner	Commissioner	Evaluation Rating

(0-5 Does not meet) (6-10 Marginally meets) (11-15 Meets) (16-20 Above average) (21-25 Clearly exceeds)

Comments & Suggestions: Include commendations, awards, disciplinary actions, etc:

Signature of Chairman: _____ Date: _____

Signature of Chief: _____ Date: _____

By signing above, you are acknowledging you have read this evaluation.

Do you request a supervisory meeting Yes No

OKALOOSA ISLAND FIRE DISTRICT

Annual Employee Efficiency Evaluation

EMPLOYEE: Robert Tilley

JOB TITLE: Fire Chief

EVALUATION PERIOD: Fiscal Year 2015-2016

EVALUATOR: Vice Chairman George Edlund

<i>1 - Does not meet 2 - Marginally meets 3 - Meets 4 - Above average 5 - Clearly exceeds</i>	Rating
A. Ability to cooperate with the Board of Fire Commissioners, community citizens and leaders, peer organizations and local Districts and Municipalities.	
<i>Concerns or acknowledgments:</i>	
B. Ability to effectively communicate with the Board of Fire Commissioners, community citizens and leaders, peer organizations and local Districts and Municipalities.	
<i>Concerns or acknowledgments:</i>	
C. Ability to effectively lead all employees of the District.	
<i>Concerns or acknowledgments:</i>	
D. Ability to demonstrate productive work habits as an example to employees.	
<i>Concerns or acknowledgments:</i>	
E. Ability to demonstrate full and efficient utilization of all facilities and services.	
<i>Concerns or acknowledgments:</i>	
Total Rating	

<i>Comments & Suggestions: Include commendations, awards, disciplinary actions, etc:</i>	
Signature of Evaluator:	Date:
Signature of Chief:	Date:
By signing above, you are acknowledging you have read this evaluation.	
Do you request a supervisory meeting Yes <input type="checkbox"/> No <input type="checkbox"/>	

AIR POWER SERVICES, INC.

June 17, 2016

Okaloosa Island Fire Department
104 Santa Rosa Boulevard
Fort Walton Beach, Florida 32548

Attention: Chief Tilley

Subject: MAKO Breathing Air Containment Fill Station

Dear Chief Tilley,

Please find our proposal for the High Pressure Breathing Air Containment Fill Station package with your required options and equipment. Please note the details of our offering as well as the few items that are shown as options.

One - **Mako Model SCFS2-4 Stationary Containment Fill Station, Spec 3.9**

3.9. Containment Fill Station Model SCFS2-4

- 3.9.1. The fill station shall be a Mako Model SCFS2-4 (or approved equal) designed for stationary applications. The unit shall be totally enclosed, constructed of 3/16-inch plate steel and designed to contain an SCBA cylinder(s) and metal fragments in the event of rupture during the filling process. The fill station shall be designed to vent rapidly expanding air away from the operator.
- 3.9.2. The fill station shall be ergonomically designed to allow the filling of two (2) SCBA bottles either separately or simultaneously. Access to the enclosure for loading the SCBA cylinder shall be via a manually operated, tilt out door. The fill station door shall be provided with assisting devices to assure smooth operation and reduce operator fatigue. The fill station door shall be constructed of 3/16-inch plate steel. The SCBA cradle shall contain two (2) fill positions capable of filling either 2216 SCBA and/or 4500 SCBA bottles. Each fill position shall be lined with material to protect each SCBA cylinder from abrasion. The carriage shall be mounted on a pivoting system that will lower the cylinders to a near horizontal position and allow full access to all SCBA bottles, fill hoses and valve assemblies with minimal operator fatigue.
- 3.9.3. Automatic safety interlock shall be provided to prevent SCBA cylinder filling until the door is completely closed shall be provided. Two (2) fill hoses to include two (2) SCBA adapters. The fill hoses shall be provided and located within the enclosure.

- 3.9.4. Fill station shall be designed to fill the SCBA cylinders within the fill station boundary. The control panel integral of the fill station assembly shall include a 0 to 6000 psi adjustable regulator, regulated outlet pressure gauge, fill valve and bottle pressure gauge.
- 3.9.5. The fill station shall be designed to cascade the air storage system, total of four (4) 5000 psi, "UN" bottles. The control panel shall include pressure gauges and flow control valves as required for each of the provided four (4) storage banks. Piping shall be arranged to permit each bank to be filled or drawn down independently of other banks. The operator shall be provided the ability to draw air from one bank to fill the SCBA in question while simultaneously refilling another bank from the compressor. A bypass valve shall be supplied to permit direct use of the compressor, bypassing the storage system. A regulated auxiliary fill outlet, complete with a valve and high-pressure coupler with mate shall also be provided.
- 3.9.6. The fill station shall be built and tested to conform to NFPA 1901 and the recommendations in NFPA 1500.

Price List:

Mako SCFS2-4 Containment Fill Station.....	\$ 11,690.00
Mako SSCFS2-4 Containment Fill Station, Suitable for SCUBA / SCBA..	\$ 13,360.00
Fill Station Installation, removal of old unit.....	\$ 1,685.00

FOB Princeton, IL (Prepaid and add)

Alkin HP Compressor Relocation (Across Parking Bay)

- Move customer compressor to "new" provided location.
- Provide HP 316 Stainless tubing for air supply to Fill Station.
- Provide "man lift" for duration of work to run tubing and intake piping.
- Provide "fresh air" inlet to exterior of building (Sch 40 PVC).
- No electrical work is provided. Customer will provide site disconnect.

Net price for "turn-key" compressor relocation:..... \$ 6,100.00

Options:

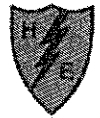
High / Low Selector Valve with SRV protection.....	\$ 1,650.00
Second Pressure Regulator for Low / High Fill.....	\$ 1,140.00
Replacement bank hose assemblies, synflex with JIC ends.....	\$ 440.00

Delivery: Equipment, 4 to 6 weeks ARO
Warranty: Complete System..... One (1) year.
 Major components..... Five (5) years.
Terms: Net thirty days with approved account.
Taxes: Per local requirements.

We hope you are pleased with our quote on your Breathing Air Requirements.
Please contact me with any questions about this proposal.

Best Regards,
Robert Strong

HENDERSON *Electric*, of NWF, LLC



648-2 ANCHORS STREET NW, FORT WALTON BEACH, FL 32548 | P: (850) 243-2223 | F: (850) 664-5616

Proposal

PROPOSAL SUBMITTED TO:		DATE:
Okaloosa Island Fire Department	ATTN: Chief Tilley	7/13/2016
STREET:	JOB NAME:	
104 Santa Rosa Blvd.		
CITY, STATE, ZIP CODE:	JOB LOCATION:	PHONE & FAX:
Fort Walton Beach, FL 32548	Fort Walton Beach, FL	850-244-5373

We hereby submit specifications and estimates for:

Run new conduit and wire to move existing 30 Amp outlet feeding compressor to opposite side of high bay area.

Total: \$1,737.00

ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE AND LOCAL CODES.

We Propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of

***One Thousand Seven Hundred Thirty Seven DOLLARS AND 00/100 (\$1,737.00

PAYMENT TO BE MADE AS FOLLOWS:

UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature


Courtney Ramon, Office Manager

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

**INTERLOCAL AGREEMENT FOR
FIRE PROTECTION AND TRAINING 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 convention center is an essential component of promoting the sub-county taxing district as a tourist destination; and

WHEREAS, the provision of fire protection services and training will promote safety and encourage enjoyment of the convention center; and

WHEREAS, the District has offered to render certain fire protection and training 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 certain fire protection and training 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.

Section 3. Compensation. The County agrees to pay the District in accordance with the rates set forth in EXHIBIT A. Payment shall be made after services have been rendered and upon receipt of an invoice. Invoicing detail shall be in sufficient detail for pre- and post-audit review to insure the services were performed and that the correct amount has been invoiced.

Rates may be adjusted upon mutual agreement by both parties in writing.

In the event a portion of an invoice submitted to the County for payment to the District, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

Section 4. Use of County Funds. The funds set forth in Section 3 above shall be used to pay for costs and expenses as set forth in EXHIBIT A. The parties acknowledge that these services are being funded exclusively through proceeds of the Tourist Development Taxes levied by the Okaloosa County Board of County Commissioners. In the event that it is legally determined that such Tax proceeds may not be used for these purposes, then this Agreement shall terminate immediately with services previously rendered by the District being payable as described under Section 5 below.

Section 5. Non-Appropriation of Funds. The District hereby acknowledges that this Agreement is completely dependent on the appropriation of legally available funds by the 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 prorated amount for services actually performed up to the date of termination.

Section 6. 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 7. 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 8. Records & Audit. For the services performed under this Agreement, the District shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the District in connection with the services performed under this Agreement.

The County shall have the right from time to time at its sole expense to audit the compliance by the District with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

District must comply with the public records laws, Florida Statute chapter 119, specifically District must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Section 9. 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 10. 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 11. 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
1250 N Eglin Pkwy
Suite 102
Shalimar, FL 32579

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 12. 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 13. 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 14. 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 15. Assignment. This Agreement shall not be assigned except by written consent of the parties.

Section 16. 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 17. 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., Chairman

ATTEST:

By: _____
J.D. Peacock II, Clerk

Dated: _____

OKALOOSA ISLAND DIRE DISTRICT

By: _____
Catherine A. Jones, Chairman

Dated: _____

ATTEST:

By: _____
Mike Mitchell, District Clerk

EXHIBIT A

SCOPE OF SERVICES

Fire Watch:

The District and County shall determine the level of Fire Watch required based on the event that is scheduled. The County may request a Level 1 or Level 2 based on the event and client's needs as determined by ECCC staff. A Level 3 will be required by the District whenever an event will exceed (or can reasonably be expected to exceed) 2,200 persons in the venue at one time.

Level 1 Fire Watch - \$30.00 per hour (1 Fire Personnel provided)

Level 2 Fire Watch - \$60.00 per hour (2 Fire Personnel and *Fire Engine provided)

Level 3 Fire Watch - \$90.00 per hour (3 Fire Personnel and *Fire Engine provided)

The District requires a two hour minimum for any and all levels.

**Fire Apparatus will be provided whenever available and so as to not interfere with the operations of the Okaloosa Island Fire District.*

Medical, Fire, and Life Safety Training:

The District annually trains ECCC staff for Cardiopulmonary Resuscitation (CPR), use of the Automatic External Defibrillator (AED), and first aid.

CPR /AED/ First Aid - \$15 per person (reviewed annually due to increasing costs)

Bloodborne Pathogens / Infection Control - Free of Charge (provided as a service to keep staff safe and aware of the risks associated with handling biological hazards)

Fire Extinguisher Training:

The District is available to train ECCC staff and security in the proper use of portable fire extinguishers annually upon request - **Free of Charge**

On-Site Training:

The District occasionally requests permission to train its fire personnel and ECCC security staff at the ECCC and works directly with ECCC security to utilize the hallways, roof, etc. during off season, vacant hours of the building. ECCC security staff are involved in this important training of Crowd Management, Active Shooter, Fire Safety, etc. All training is conducted by District personnel – **Free of Charge in exchange for the use of the venue upon ECCC staff approval**

Inspections / Pre-Event Planning:

The District reviews certain events that are of a large scale with ECCC staff and security on site for Fire and Life Safety risks – **Free of Charge**

Plans Review and Permitting for Construction, Renovations and Additions:

The District reviews and approves all building plans for the ECCC - **Free of Charge**

Bayview Plaza:

The District occasionally requests the use of Bayview Plaza when a helicopter medical evacuation is necessary – **Free of Charge upon ECCC staff approval**

INSURANCE REQUIREMENTS

Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until all required insurance has been obtained and such insurance has been approved by the Okaloosa County Risk Management Department.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

- A. The **CONTRACTOR** shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all employees employed including supervision, administration and management personnel. In case any work is sublet with the approval of the County, the **CONTRACTOR** shall require the Subcontractor to provide Workers' Compensation insurance for all employees. Evidence of such insurance shall be furnished the County not less than ten (10) days prior to the commencement of any and all subcontracted work.
- B. Such insurance shall comply with the Florida Workers' Compensation Law.
- C. No class of employee, including the contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

Business Automobile and Commercial General Liability Insurance

- A. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- B. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Broad Form Property Damage, and Professional Liability.
- C. All liability insurance other than Professional Liability shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the **CONTRACTOR** shall notify the Okaloosa County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
- D. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
- E. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

Limits of Liability

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
A. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
B. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C. Personal and Advertising Injury	\$250,000

Notice of Claims or Litigation

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the **CONTRACTOR's** knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

Indemnification & Hold Harmless

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless OKALOOSA COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this contract.

Certificate of Insurance

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
602-C North Pearl Street
Crestview, Florida 32536

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs) greater than \$10,000.
- E. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon

demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

General Terms

Any type of insurance or increase of limits of liability not described above which the **CONTRACTOR** required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the **CONTRACTOR** of any responsibility under this contract.

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The **CONTRACTOR** hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the **CONTRACTOR** under all the foregoing policies of insurance.

Umbrella Insurance

The **CONTRACTOR** shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.