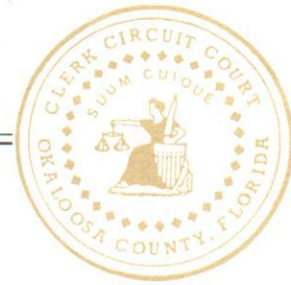


# NEWMAN C. BRACKIN

CLERK OF THE CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA



September 24, 1999

Chief James Hooks  
Okaloosa Island Fire Department  
105 Santa Rosa Blvd.  
Fort Walton Beach, Florida 32548

Dear Chief Hooks,

Enclosed is a fully executed copy of the agreement between Okaloosa County and Okaloosa Island Fire District. The agreement was approved by The Board of County Commissioners on September 21, 1999.

Sincerely,

*Brenda L. Bailey*

Brenda L. Bailey  
Grants Manager

REPLY TO:  101 E. JAMES LEE BLVD. • P. O. DRAWER 1359 • CRESTVIEW, FLORIDA 32536-1359 • (850) 689-5800 • SUNCOM 698-5800  
 SHALIMAR ANNEX • 1250 N. EGLIN PARKWAY • SHALIMAR, FLORIDA 32579 • (850) 651-7200 • SUNCOM 699-7200

**AGREEMENT**

This AGREEMENT is made and entered into on the dates of their respective signatures hereto by and between OKALOOSA COUNTY, a Political Subdivision of the State of Florida, hereinafter referred to as "County", and the OKALOOSA ISLAND FIRE DISTRICT, hereinafter referred to as "District.

**WITNESSETH:**

WHEREAS, the District desires to acquire from County adequate property to construct a new facility for its operations, and County desires to acquire from the District its current facility.

NOW THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

1. County shall convey to District by statutory County deed that certain parcel of property described in Exhibit A, attached hereto, subject to the reservation of the easements described in Exhibit A, and further subject to the title to the property reverting back to the County in the event District fails to comply with Paragraph 4, hereof.

2. District shall terminate its current lease as recorded in Official Records Book 1293 at page 1255, and convey to County

all of its right, title and interest in the currently leased property and the improvements located thereon.

3. District shall be allowed to remain a tenant in the existing facility for a period not to exceed three (3) years on the condition that it maintain the premises and improvements in good condition and pay the cost of all utilities or other charges resulting from its occupancy.

4. District shall maintain the existing facilities and improvements in as good a condition as they existed on the date of execution hereof, and if at the time that District ceases to occupy same the facilities and improvements are not in said condition, title to the property described in Paragraph 1, hereof, shall revert back to the County, and the lease terminated in accordance with Paragraph 2, hereof, shall be reinstated.

5. District shall allow County to remove and dispose of the concrete slabs and water line on the property described in Exhibit A within a reasonable time after execution hereof.

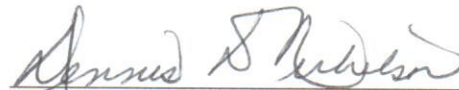
6. District shall indemnify and hold County harmless from any and all liability of every nature or kind resulting from or arising out of its use of the hereinabove mentioned property or its operating a fire station at the above sites.

7. In the event the existing facility is damaged or

destroyed prior to County assuming possession and occupancy of same, District shall reconstruct or repair the existing facility to its condition as it existed prior to said damage or destruction. In the event District fails to complete the said reconstruction or repair within 18 months of the event causing the damage or destruction, title to the property described in Paragraph 1, hereof, shall revert back to the County, and the lease terminated in accordance with Paragraph 2, hereof, shall be reinstated.

**IN WITNESS WHEREOF**, the County has set its hand and seal by authority of the Board of County Commissioners on this the 17th day of August, 1999.

**OKALOOSA COUNTY**

  
DENNIS D. NICHOLSON  
Chairman



ATTEST:

  
Clerk of Circuit Court




**IN WITNESS WHEREOF**, the District has set its hand and seal by authority of the Board of Fire Commissioners on this the \_\_\_\_\_ day of August, 1999.

**OKALOOSA ISLAND FIRE DISTRICT**

  
CHAIRMAN



ATTEST:

  
Secretary



## Board of County Commissioners

State of Florida

May 10, 1994

FIRE CHIEF HOOKS  
OKALOOSA ISLAND FIRE DEPARTMENT  
105 SANTA ROSA BLVD.  
FORT WALTON BEACH, FLA. 32548

RE: LEASE AGREEMENT

Dear Chief Hooks:

I am enclosing a copy of the minutes of the BCC meeting held on March 8, 1994. I am sorry we haven't notified you since then that the matter has been resolved in your favor. As you can see by the minutes the " Fire District is allowed to apply the cost of improvements to the initial year's lease rather than it be amortized over the entire term of the lease."

It was assumed that you would be notified by the Finance Department (Contracts) since they brought up the subject, or the new County Managers office. Either way hopefully this matter is now settled and you will not have to worry about it again.

Please call me if any additional information is required.

Sincerely yours,

BILL W. PEEBLES, JR.  
COUNTY COMMISSIONER DIST. 2

**Courthouse**  
101 E. James Lee Blvd. Crestview, Florida 32536  
(904) 689-5000 FAX: 689-5818

**Courthouse Annex**  
1250 N. Eglin Pkwy. Shalimar, Florida 32579  
(904) 651-7100 FAX: 651-7142

TO: <i>B. Peebles</i>	FROM: <i>Jeresa Dowd</i>	DATE: <i>5/10/94</i>
FAX #:	FAX #:	PAGES INCLUDING THIS PAGE: <i>1</i>
	PHONE #:	TOPS MERCI

### MISCELLANEOUS - TWICE MONTHLY MEETINGS

Mr. Harrison stated he had heard comments concerning the possibility of reducing the Board meetings to twice monthly, and he requested a cost breakdown for the meetings and the amount of savings should the change occur.

### OKALOOSA ISLAND FIRE DISTRICT FUNDING (TABLED MARCH 1, 1994)

Mr. Dowd said that he had reviewed the Okaloosa Island Fire District lease agreement and recommended that they be allowed to apply the cost of improvements to the initial year's lease rather than it be amortized over the entire term of the lease. Mr. Peebles made motion, seconded by Mr. Ware, to accept improvements to the fire station in lieu of annual lease fees. 5 years.

### OPPOSITION TO HOUSE BILL 1425

Ms. O'Dell suggested a Resolution be faxed to Tallahassee in opposition to House Bill 1425 limiting a county's ability to apportion fault to unnamed party defendants in negligence actions.

Ms. O'Dell made motion, seconded by Mr. Ware, to adopt the suggested resolution. 5 years.

### RESOLUTION NO. 94-29

### HUNTING DOGS IN NORTH COUNTY

Ms. O'Dell voiced concern that hunting dogs in the north county area had killed two rheas, members of the ostrich family, valued at \$25,000.00 each. Mr. Dowd advised that the dog owners are responsible for their dogs provided ownership can be proven.

### FEE SIMPLE TITLE - OKALOOSA ISLAND

In response to an inquiry from Ms. O'Dell, Mr. Dowd said he had brought the letter regarding the alternate solution of fee simple title of the Okaloosa Island property before the Board in December. He advised that the Board would be required to provide additional paperwork, abstracts, and certificates of paid taxes for each individual, and he did not recommend the Board assume this responsibility. Mr. Peebles added that the Okaloosa Island Leaseholders Association should be satisfied prior to any action being taken by the Board regarding Okaloosa Island property.



# OKALOOSA ISLAND FIRE DISTRICT

105 SANTA ROSA BLVD.  
FORT WALTON BEACH, FL 32548

**EMERGENCY PHONE: 244-3911**  
**ADMINISTRATIVE: 244-5373**

JAMES F. HOOKS  
Chief

January 6, 1986

Board of County Commissioners  
Okaloosa County  
Courthouse Annex  
Shalimar, FL 32579

Dear Sirs;

Reference the Lease of Building and Land to the Okaloosa Island Fire District for the purpose of providing fire protection to all Leaseholders on Okaloosa Island.

Paragraph three of referenced Lease in part states: " All improvements made will remain with the property herein leased and will become the property of the County and the cost of such permanent improvements will be deducted from the annual rental payments...".

Since February 1979, date of original lease, this Fire District has made permanent improvements to the building and property as follows:

1. Building Addition	\$ 39,614.00
(Previously reported by letter April 30, 1979.)	
2. Paving of front parking lot	\$ 679.00
3. Instalation of Automatic Doors	\$ 4,425.00
4. Paving of back parking lot	\$ 2,300.00
5. Building Addition	<u>\$112,933.00</u>
Total Permanent Improvements	\$159,951.00

Under the terms of the lease, rental credits for the permanent improvements should extend into the year 2045.

Sincerely;

Louis E. Feckner, Jr.  
Chairman  
Board of Fire Commissioners  
Okaloosa Island Fire District

LF/df

PROFESSIONAL FIRE PROTECTION IS OUR ONLY BUSINESS