

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 7/8/1997

Contract/Lease Control #: C97-0059-EMI-03

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

Award To/Lessee: CITY OF FWB FIRE DEPARTMENT

Lessor: _____

Effective Date: 7/8/97

Term: INDEFINITE

Description of Contract/Lease: DIVER TEAM

Department Manager: EMERGENCY SERVICE

Department Monitor: D. VALLANI

Monitor's Telephone #: 651-7394

Monitor's FAX #: 651-8082

Date Closed: _____

#059

INTERLOCAL AGREEMENT
BETWEEN
CITY OF FORT WALTON BEACH FIRE DEPARTMENT
AND THE
OKALOOSA COUNTY EMERGENCY MANAGEMENT

Providing for the furnishing of Dive Team services to the Okaloosa County
Emergency Management

This agreement made and entered into this 8th day of July, 1997, by and
between the City of Fort Walton Beach Fire Department and the Okaloosa County
Emergency Management

Witnesseth:

Whereas, each of the parties hereto maintains equipment and personnel for the
purpose of rescue within its own jurisdiction and areas, and

Whereas, the parties hereto desire to augment the rescue
capabilities available in their various establishments, districts, agencies
and municipalities in the event of water rescue or other water related
emergencies, and

Whereas, the lands or districts of the parties hereto are adjacent or
contiguous so that mutual assistance in a water related emergency is deemed
feasible, and

Whereas, it is the policy of the above municipalities or other districts,
agencies and of their governing bodies to conclude such agreements wherever
practical, and

Whereas, it is mutually deemed sound, desirable, practical and beneficial for
the parties to this agreement to render assistance to one another in accord
and with these terms:

THEREFORE BE IT AGREED THAT:

1. Whenever it is deemed advisable by an officer of the Okaloosa County
Emergency Management to request assistance for the purpose of Water
Rescue/Recovery under the terms of this agreement, he is authorized to do so,
and the commanding officer of the City of Fort Walton Beach Fire Department or
his authorized subordinates, shall forthwith take the following action:

a. Immediately determine if apparatus and personnel can be spared in
response to the call.

b. Determine what apparatus/watercraft and personnel might most
effectively be dispatched.

c. Forthwith dispatch such apparatus/watercraft and personnel, as in the
judgement of the responsible officer receiving the call, shall be sent with
instructions as to the mission in accordance with the terms of this agreement.

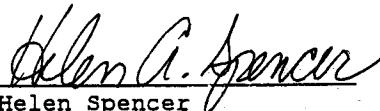
CONTRACT: DIVE TEAM
CONTRACT NO.: C97-0059-EMH-03
CITY OF FT WALTON BEACH
EXPIRES: INDEFINITE

2. The tendering of assistance under the terms of this agreement shall not be mandatory, but the commanding officer of the City of Fort Walton Beach Fire Department should immediately inform the requesting agency if for any reason assistance cannot be rendered.
3. The Okaloosa County Emergency Management shall provide support for the Dive Team, as is practical, to accomplish the mission.
4. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employee and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in section 768.28, F.S.
- 5a. The Okaloosa County Emergency Management agrees to pay all costs associated with each incident in which the Dive Team participates at the request of the Okaloosa County Emergency Management.
- 5b. Within ten (10) days of an incident where this interlocal agreement is employed, the City of Fort Walton Beach Fire Department shall provide to the Okaloosa County Emergency Management an itemized list of charges incurred in such incident.
6. The officer of the Okaloosa County Emergency Management requesting assistance shall assume command of the overall operation. The Dive Team leader shall be subordinate to the Okaloosa County Emergency Management O.I.C. of the overall operations. The Dive Team leader shall be responsible for technical decisions regarding Dive Team operations.
7. Request for the Dive Team shall be made only by those organizations signing an interlocal agreement with the City of Fort Walton Beach.
8. It is the sole responsibility of the City of Fort Walton Beach Fire Department to determine size, capabilities, qualifications and implementation of the Dive Team, and its personnel (team members).
9. This agreement shall become effective upon the date hereof and shall remain in full force and effect until canceled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days notice of said cancellation.

City of Fort Walton Beach:

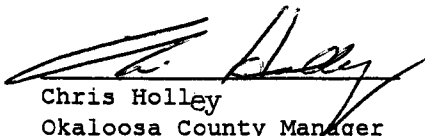


Reid Silverboard
City Manager



Helen Spencer
City Clerk

Okaloosa County:



Chris Holley
Okaloosa County Manager