1. Call to Order
2. Pledge of Allegiance
3. Approve Agenda
4. Approval of the May 2, 2019 Regular Meeting Minutes
5. Public Comments
6. Acceptance of the April 30, 2019 Financials
7. Business:
   A. Approval of Audit FYE 2018
   B. Banking options
   C. Approval of Mary Esther Service/Interlocal Agreement
   D. Approval of Mary Esther Fire Station Lease Agreement
   E. Bid Results for Station 2 Concrete project
   F. Approve Quote for Concrete repair Station 2
   G. Bid Results for Vehicle sales- Approve Bid for Each vehicle
8. Discussion
   A. NWFSC Fire Station Partnership Update
   B. Status of Old Station 1
   C. Traffic light Update
9. Adjournment
Call to Order
The regular meeting of the Ocean City-Wright Board of Fire Commissioners was called to order by Chairman Aaron Brown at 5:30 P.M. in the training room of the Ocean City-Wright Fire Department.

Pledge of Allegiance

Roll Call
PRESENT: Chairman, Aaron Brown, Vice-Chairman, John Johnston; Secretary-Treasurer, Edward Tras; Commissioner, Donna Lambert; Commissioner, John Bostick; Deputy Chief, Mark Bundrick; Fire Chief, Billy Lord; Office Administrator, Judy Spradlin; Attorney, Matt Ausley. ABSENT: Attorney, Jeff McInnis

Approval of Agenda
MOTION: Commissioner Lambert made the motion the agenda.
SECOND: Commissioner Bostick
DISCUSSION: None
VOTE: Unanimously Approved

Approval of the April 4, 2019 Regular Meeting Minutes
MOTION: Commissioner Lambert made the motion to approve the 4/3/2019 Regular meeting minutes.
SECOND: Vice-Chairman Johnston
DISCUSSION: None
VOTE: Unanimously Approved

Public Comments
None.

Acceptance of the March 31, 2019 Financials
MOTION: Commissioner Bostick made the motion to approve the financials.
SECOND: Commissioner Lambert
DISCUSSION: None
VOTE: Unanimously Approved

Business

Sole Source Approval of Motorola Radios-MARC Unit
Chief Lord advised the board that the current portable radios are reaching end of life and they will not be serviceable soon. Motorola radios are being used on all MARC Units statewide. The Federal Department of Homeland Security provided funding for these units. Letter to the commissioners and price quote attached.
MOTION: Vice-Chairman Johnston made the motion to sole source purchase from Motorola Solutions.
SECOND: Secretary-Treasurer Tras
DISCUSSION: None
VOTE: Unanimously Approved
Proprietary Approval of Motorola/MARC Unit Service Agreement

Service agreement attached.

MOTION: Vice-Chairman Johnston made the motion for proprietary approval of Motorola Solutions.
SECOND: Commissioner Bostick
DISCUSSION: None
VOTE: Unanimously Approved

Appoint Committee-Bid Opening for Station 2 Driveway

Chairman Brown asked for volunteers and then appointed the rest for the Bid Opening for Station 2 Driveway. All bids are due by May 8th at 3:00pm. Three-person committee is: Vice-Chairman Johnson, Chief Lord, and Jennifer Benedict.

Appoint Committee-Bid Opening for Vehicle Sales

Chairman Brown asked for volunteers and then appointed the rest for the Bid Opening for Vehicle Sales. All bids are due by May 29th at noon. Three-person committee is: Commissioner Lambert, Chief, Lord, and Judy Spradlin.

Discussion

Mary Esther Update

Mary Esther Mayor Margaret McLemore and City Manager Steve Holsinger were introduced at the meeting. Mr. Holsinger stated they are without 2 council members currently and would like to be fully represented when they vote because this a large contract affecting both Mary Esther and Ocean City-Wright. They will vote in mid-June.

NWFSC Fire Station Partnership Update

Partnership still exists, but our project was misrepresented in legislature, stating it was a duplicate facility. Our funding was dropped significantly, from $2.1 million to $500,000, which is currently on the Governor’s desk awaiting approval. Commissioner Graham Fountain and Dr. Stephenson were in Tallahassee and started right away to fix the damage that had been done. Chairman Brown asked what would happen without the full amount, and Chief stated it would be a Phase Project; first being operations on site.

Status of Old Station 1

Chief Lord stated that Holloway Roofing repaired the roof leak. There is a serious buyer who is currently looking into financing.

Traffic Light at FH1 intersection

Vice-Chairman Johnston met this morning with another DOT representative in Ponce De Leon. They requested he meet with Okaloosa County Traffic to obtain a traffic count.

__/______________________________/  ________________
Aaron Brown     Edward Tras
Chairman        Secretary-Treasurer

ADJOURNMENT

Being no further business, the Ocean City-Wright Fire Control District Board of Fire Commissioners adjourned their regular meeting at 5:45 p.m.
## OCEAN CITY-WRIGHT FIRE CONTROL DISTRICT
### INCOME STATEMENT
#### FOR THE SEVEN MONTHS ENDING APRIL 30, 2019

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>CURRENT MONTH</th>
<th>ADOPTED BUDGET</th>
<th>YTD ACTIVITY</th>
<th>REMAINING BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 COUNTY TAXES - OCW</td>
<td>261,987.47</td>
<td>6,293,393.00</td>
<td>6,137,739.47</td>
<td>155,653.53</td>
</tr>
<tr>
<td>2 INTEREST EARNED</td>
<td>570.57</td>
<td>8,000.00</td>
<td>3,623.34</td>
<td>4,376.66</td>
</tr>
<tr>
<td>3 MISCELLANEOUS INCOME</td>
<td>0.00</td>
<td>5,000.00</td>
<td>1,388.04</td>
<td>3,611.96</td>
</tr>
<tr>
<td>4 FEDERAL GRANT REVENUE</td>
<td>0.00</td>
<td>381,616.00</td>
<td>128,560.63</td>
<td>253,055.37</td>
</tr>
<tr>
<td>5 STATE INCENTIVE</td>
<td>0.00</td>
<td>5,000.00</td>
<td>3,195.81</td>
<td>1,804.19</td>
</tr>
<tr>
<td>6 CONTRACTS REVENUE</td>
<td>0.00</td>
<td>38,000.00</td>
<td>14,000.00</td>
<td>24,000.00</td>
</tr>
<tr>
<td>7 INSPECTION FEES</td>
<td>150.00</td>
<td>1,500.00</td>
<td>675.00</td>
<td>825.00</td>
</tr>
<tr>
<td>8 PLAN REVIEW FEES</td>
<td>1,374.70</td>
<td>8,500.00</td>
<td>10,046.56</td>
<td>(4,546.56)</td>
</tr>
<tr>
<td>9 FEMA FEDERAL REVENUE-RPA</td>
<td>0.00</td>
<td>0.00</td>
<td>10,353.00</td>
<td>(10,353.00)</td>
</tr>
<tr>
<td>10 IMPACT FEE REVENUE</td>
<td>3,062.88</td>
<td>0.00</td>
<td>38,693.72</td>
<td>(38,693.72)</td>
</tr>
<tr>
<td>11 FEMA STATE REVENUE</td>
<td>0.00</td>
<td>0.00</td>
<td>45,366.37</td>
<td>(45,366.37)</td>
</tr>
<tr>
<td>12 STATE RETIREMENT CONTRIBUTION</td>
<td>0.00</td>
<td>0.00</td>
<td>275,000.00</td>
<td>(275,000.00)</td>
</tr>
<tr>
<td>13 OTHER FINANCING SOURCES</td>
<td>0.00</td>
<td>490,000.00</td>
<td>0.00</td>
<td>490,000.00</td>
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<tr>
<td></td>
<td><strong>TOTAL REVENUES</strong></td>
<td><strong>7,506,009.00</strong></td>
<td><strong>6,396,641.94</strong></td>
<td><strong>1,109,367.06</strong></td>
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<tr>
<td><strong>EXPENSES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>18 WAGES</td>
<td>206,299.47</td>
<td>2,874,800.00</td>
<td>1,547,151.54</td>
<td>1,327,648.46</td>
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<tr>
<td>19 FICA - EMPLOYERS PORTION</td>
<td>15,228.42</td>
<td>220,000.00</td>
<td>114,454.38</td>
<td>105,545.62</td>
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<tr>
<td>20 MEDICAL INSURANCE</td>
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<td>621,480.00</td>
<td>237,972.66</td>
<td>383,507.34</td>
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<tr>
<td>21 DENTAL INSURANCE</td>
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<td>23,520.00</td>
<td>10,265.08</td>
<td>13,254.92</td>
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<tr>
<td>22 LIFE INSURANCE</td>
<td>1,276.63</td>
<td>24,000.00</td>
<td>9,735.91</td>
<td>14,264.09</td>
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<tr>
<td>23 NRS RETIREMENT</td>
<td>2,834.47</td>
<td>34,000.00</td>
<td>19,827.77</td>
<td>14,172.23</td>
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<td>24 STATE CONTRIBUTION EXPENSE</td>
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<td>275,000.00</td>
<td>0.00</td>
<td>275,000.00</td>
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<tr>
<td>25 RETIREMENT - ER PORTION</td>
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<td>1,021,530.00</td>
<td>550,610.66</td>
<td>470,919.34</td>
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<tr>
<td>26 NON SECTION 175 RETIREMENT</td>
<td>1,014.12</td>
<td>10,000.00</td>
<td>5,416.44</td>
<td>4,583.56</td>
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<td>27 WORKERS COMP</td>
<td>9,215.50</td>
<td>137,600.00</td>
<td>69,580.50</td>
<td>68,019.50</td>
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<tr>
<td>28 VEHICLE &amp; LIABILITY INSURANCE</td>
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<td>95,000.00</td>
<td>69,708.80</td>
<td>35,291.20</td>
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<tr>
<td>29 WATER &amp; SEWER</td>
<td>592.48</td>
<td>6,300.00</td>
<td>4,377.99</td>
<td>1,922.01</td>
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<tr>
<td>30 TELEPHONE</td>
<td>1,281.01</td>
<td>12,360.00</td>
<td>9,112.49</td>
<td>3,247.51</td>
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<tr>
<td>31 ELECTRIC</td>
<td>2,268.88</td>
<td>30,900.00</td>
<td>14,246.47</td>
<td>16,653.53</td>
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<td>32 NATURAL GAS</td>
<td>239.72</td>
<td>3,090.00</td>
<td>2,016.69</td>
<td>1,073.31</td>
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<tr>
<td>33 REFUSE COLLECTION</td>
<td>311.70</td>
<td>3,606.00</td>
<td>2,173.10</td>
<td>1,432.90</td>
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<tr>
<td>34 BUNKER GEAR</td>
<td>7,761.98</td>
<td>30,000.00</td>
<td>28,051.96</td>
<td>1,948.04</td>
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<td>35 OTHER MINOR EQUIP &amp; SUPPLIES</td>
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<td>57,300.00</td>
<td>27,841.68</td>
<td>29,458.32</td>
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<td>36 ALS EXPENSES</td>
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<td>9,900.00</td>
<td>3,908.75</td>
<td>5,991.25</td>
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<td>37 GRANT EXPENSE-MATCHING</td>
<td>0.00</td>
<td>15,000.00</td>
<td>0.00</td>
<td>15,000.00</td>
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<tr>
<td>38 UNIFORMS</td>
<td>1,989.94</td>
<td>15,000.00</td>
<td>13,246.23</td>
<td>1,753.77</td>
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<td>39 ADMINISTRATIVE SUPPLIES</td>
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<td>5,000.00</td>
<td>2,106.88</td>
<td>2,893.12</td>
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<td>1,338.72</td>
<td>21,450.00</td>
<td>16,954.70</td>
<td>4,495.30</td>
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<td>41 M &amp; R EQUIPMENT</td>
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<td>37,100.00</td>
<td>16,399.20</td>
<td>20,700.80</td>
</tr>
<tr>
<td>42 M &amp; R BUILDING</td>
<td>2,703.05</td>
<td>34,250.00</td>
<td>11,870.28</td>
<td>22,379.72</td>
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<tr>
<td>43 BUILDING SUPPLIES</td>
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<td>8,000.00</td>
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<td>3,178.95</td>
</tr>
<tr>
<td>44 M &amp; R VEHICLE</td>
<td>6,414.75</td>
<td>80,000.00</td>
<td>88,141.34</td>
<td>(8,141.34)</td>
</tr>
<tr>
<td>45 FUEL &amp; OIL</td>
<td>3,207.66</td>
<td>45,000.00</td>
<td>22,070.68</td>
<td>22,929.32</td>
</tr>
<tr>
<td>46 HAZMAT DUES</td>
<td>0.00</td>
<td>9,000.00</td>
<td>8,750.00</td>
<td>250.00</td>
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<tr>
<td>47 REIMBURSABLE GRANT EXPENSE</td>
<td>0.00</td>
<td>133,500.00</td>
<td>69,321.60</td>
<td>64,178.40</td>
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<tr>
<td>48 TRAINING</td>
<td>7,670.96</td>
<td>87,000.00</td>
<td>27,356.80</td>
<td>59,643.20</td>
</tr>
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<td>49 FIRE PREVENTION</td>
<td>0.00</td>
<td>5,000.00</td>
<td>1,372.41</td>
<td>3,627.59</td>
</tr>
</tbody>
</table>
## Income Statement

**For the Seven Months Ending April 30, 2019**

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Month</th>
<th>Adopted Budget</th>
<th>YTD Activity</th>
<th>Remaining Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Outreach</td>
<td>0.00</td>
<td>7,000.00</td>
<td>0.00</td>
<td>7,000.00</td>
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<td>Advertising</td>
<td>483.36</td>
<td>2,500.00</td>
<td>749.66</td>
<td>1,750.34</td>
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<tr>
<td>Professional Services Contract</td>
<td>1,071.00</td>
<td>125,500.00</td>
<td>39,348.82</td>
<td>86,151.18</td>
</tr>
<tr>
<td>Property Appraiser</td>
<td>5,959.27</td>
<td>92,000.00</td>
<td>41,714.81</td>
<td>50,285.19</td>
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<tr>
<td>Tax Collector</td>
<td>5,184.22</td>
<td>125,868.00</td>
<td>122,766.38</td>
<td>3,101.62</td>
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<tr>
<td>Misc Medical</td>
<td>590.40</td>
<td>13,000.00</td>
<td>8,203.66</td>
<td>4,796.34</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>0.00</td>
<td>3,000.00</td>
<td>4,297.62</td>
<td>(1,297.62)</td>
</tr>
<tr>
<td>Postage &amp; Shipping</td>
<td>348.48</td>
<td>1,500.00</td>
<td>702.86</td>
<td>797.14</td>
</tr>
<tr>
<td>Publications</td>
<td>64.00</td>
<td>5,000.00</td>
<td>273.00</td>
<td>4,727.00</td>
</tr>
<tr>
<td>Dues &amp; Meeting Expense</td>
<td>15.00</td>
<td>9,700.00</td>
<td>6,123.71</td>
<td>3,576.29</td>
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<tr>
<td>Accreditation</td>
<td>0.00</td>
<td>20,800.00</td>
<td>0.00</td>
<td>20,800.00</td>
</tr>
<tr>
<td>Central Dispatch</td>
<td>504.00</td>
<td>6,500.00</td>
<td>3,411.00</td>
<td>3,089.00</td>
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<tr>
<td>Vehicle/Apparatus Expense</td>
<td>34,397.70</td>
<td>727,500.00</td>
<td>747,330.40</td>
<td>(19,830.40)</td>
</tr>
<tr>
<td>General Fund</td>
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<td>5,000.00</td>
<td>591.57</td>
<td>4,408.43</td>
</tr>
<tr>
<td>Equipment</td>
<td>1,104.51</td>
<td>214,455.00</td>
<td>1,104.51</td>
<td>213,350.49</td>
</tr>
<tr>
<td>Loan Interest Expense</td>
<td>108,831.81</td>
<td>116,063.00</td>
<td>108,831.81</td>
<td>7,231.19</td>
</tr>
<tr>
<td>Station Architect</td>
<td>4,000.00</td>
<td>30,000.00</td>
<td>4,000.00</td>
<td>26,000.00</td>
</tr>
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<td>Loan Payable- Principal</td>
<td>131,168.19</td>
<td>348,937.00</td>
<td>131,168.19</td>
<td>217,768.81</td>
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<td>Improvements</td>
<td>0.00</td>
<td>41,000.00</td>
<td>0.00</td>
<td>41,000.00</td>
</tr>
<tr>
<td>Total Expenses</td>
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<td>7,881,009.00</td>
<td>4,219,482.04</td>
<td>3,661,526.96</td>
</tr>
<tr>
<td>Net Income (Loss)</td>
<td>(429,766.59)</td>
<td>(375,000.00)</td>
<td>2,177,159.90</td>
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</tbody>
</table>
## Estimated Return on Investment

<table>
<thead>
<tr>
<th>Account Type</th>
<th>Balance</th>
<th>Rate</th>
<th>Annual Est Earnings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Checking*</td>
<td>$3,076,329</td>
<td>1.39%</td>
<td>$42,323</td>
</tr>
<tr>
<td>Money Markets (2)</td>
<td>$290,000</td>
<td>1.85%</td>
<td>$5,355</td>
</tr>
<tr>
<td>Certificate of Deposit</td>
<td>$370,000</td>
<td>2.65%</td>
<td>$9,821</td>
</tr>
<tr>
<td>HRA Account</td>
<td>$40,000</td>
<td>0.75%</td>
<td>$301</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$3,776,329</strong></td>
<td></td>
<td><strong>$57,800</strong></td>
</tr>
</tbody>
</table>

*Balance on estimated earnings for Interest checking is based on the average collected balance from the twelve (12) statements provided. Rates are quoted as APY (Annual Percentage Yield)*
Collateralized CD offered for $365K for 13mo. at 2.75%

Local Relationship Team located in Ft. Walton Beach.

Interest Earned @ Savings for same period $ 367.52 monthly

Whitney Bank $3,251.36 monthly/$39,016.34 annually

Estimated Interest Earnings for Month of January 2019 with Hancock

Interest Rate for Collateralized NOW Account 1.50%

No Fees for Treasury Management Services in Checking Account

Wright Fire Control District

Hancock Whitney Bank Benefits For Ocean City
COMMERCIAL LEASE

THIS LEASE is made between CITY OF MARY ESTHER, FLORIDA, a municipal corporation of the State of Florida, hereinafter called “Lessor,” whose address for purposes of notice under this lease is 195 Christobal Road N, Mary Esther, FL 32569 and OCEAN CITY WRIGHT FIRE CONTROL DISTRICT, a public municipal corporation of the State of Florida operating as an independent fire control district, hereafter called “Lessee” whose address for purposes of notice under this lease is 233 Racetrack Road NE, Fort Walton Beach, Florida 32547.

The parties agree as follows:

1. AGREEMENT TO LEASE: The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described premises (the “Premises”):

   See Exhibit “A” attached hereto and by reference incorporated herein for location and depiction of the Premises under this Lease which is a portion of the Mary Esther City Hall complex identified as “Fire Dept.” and outlined on the exhibit all located at 195 Christobal Road, Mary Esther, Florida.

2. TERM OF LEASE. The term of the lease is as follows:

   The term of this Lease shall be a period of ten (10) years, commencing on October 1, 2019, ("Commencement Date") and ending on September 30, 2029.

   Commencing on October 1, 2029, and on the first day of October each year thereafter, this Lease shall extend automatically by five (5) years, provided that the parties hereto do not issue notice of termination. The first automatic extension shall occur on October 1, 2029, and shall automatically extend the Lease to September 30, 2034.

   Notwithstanding the foregoing and the other terms and conditions contained in this Lease, the lease term shall terminate upon the termination of the Interlocal Agreement for Fire Services entered into by and between the Lessor and Lessee on ________________________, 2019 (the “Fire Services Interlocal”).

3. BASE RENT. Base Rent shall be set at $1 per year through the term of the Lease. Base rent to begin on the Commencement Date and due by the 1st day of October each year during the term of the Lease.

4. UTILITIES. Lessor shall pay for water, electric, sewer, garbage pickup, and all other necessary utilities for the Premises. Lessor shall also provide any desired telephone, cable and internet service, at Lessor’s expense.

5. PARKING AND ACCESS. Lessee shall have the non-exclusive use of the existing parking areas on the Premises.
6. MAINTENANCE, REPAIR AND IMPROVEMENTS.

a. Lessor shall be responsible for the maintenance, repair and improvements of the facilities and Premises.

b. Lessee shall maintain the Premises in a neat and orderly condition.

c. Lessee shall not make any alterations to the exterior of the Building and will not make structural alterations to the Premises without written consent of the Lessor.

7. LESSEE’S COVENANTS. Lessee further covenants and agrees as follows:

a. The Premises shall be used by Lessee exclusively as a fire station/fire house and only those activities reasonably and typically relating to the operation of a fire station/fire house shall be conducted by or engaged in by Lessee in or upon the Premises.

b. Lessee shall pay the rent and every installment of it when it comes due.

c. Lessee shall not commit or permit waste or damages to the Premises; shall not conduct or permit a business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; shall surrender the Premises on expiration or termination of this lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee, its successors, sublessees, and assigns (excepting movable furniture, equipment, supplies and inventory) shall become and remain the property of Lessor on the termination of Lessee’s occupancy of the Premises, unless the Lessee is able to remove the fixtures and repair the property to its original form when the Lessee first took possession of the Premises from the Lessor, and such repairs are completed on or before the expiration date of this lease, and subject to the approval of the Lessee.

d. Except for materials that are reasonably necessary for Lessee to perform its duties and obligations as the fire service provider for Lessor, Lessee shall not temporarily or permanently hold or store any hazardous chemicals, materials, or waste at or upon the Premises.

e. Lessee shall prohibit and refrain from engaging or allowing any use of leased Premises that will increase Lessor’s premiums for insurance on the Premises without the express written consent of Lessor.

f. Notwithstanding any provision of this section 7 or any other provision of this Agreement to the contrary, both parties agree that nothing contained in this Agreement shall in any way be a waiver of the sovereign immunity or any of the rights, privileges, immunities or limits of liability that Lessee enjoys presently under the constitution and statutes of the State of Florida, including Chapter 768 Florida Statutes.
Lessee agrees that any modification of use of the Premises shall require Lessor’s written approval before any modification is commenced.

8. **LESSEE’S COVENANTS.** Lessor covenants and agrees as follows:

a. To warrant and defend Lessee in the enjoyment and peaceful possession of the Premises for its intended use during the aforesaid term.

b. If the Premises are destroyed or so damaged by fire, casualty, or other disaster that the Premises become uninhabitable or used for the purpose by the Lessee, Lessor will have the right to render the Premises tenable by repairs within 90 days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Premises are not rendered habitable within that time, either party will have the right to terminate this lease by written notice to the other. In the event of such termination, the rent shall be paid only to the date of the damage. If the lease is not terminated, rent nevertheless shall be abated during the period of time from the date of damage to date of physical occupancy by Lessee or date of complete restoration, whichever occurs first.

c. Notwithstanding any provision of this section 8 or any other provision of this Agreement to the contrary, both parties agree that nothing contained in this Agreement shall in any way be a waiver of the sovereign immunity or any of the rights, privileges, immunities or limits of liability that Lessor enjoys presently under the constitution and statutes of the State of Florida, including Chapter 768 Florida Statutes.

9. **DEFAULT IN PAYMENT OF RENT.** If any rent required by this lease is not paid when due, Lessor will have the right to terminate this lease and resume possession of the Premises.

10. **DEFAULTS OTHER THAN RENT.** If Lessee fails to perform or breaches any agreement in this lease other than the agreement of Lessee to pay rent, and this failure or breach continues for fifteen days after a written notice specifying the required performance has been given to the party failing to perform, (a) the Lessor may institute action in a court of competent jurisdiction to terminate this lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorney’s fees; or (b) Lessor may, after 30 days’ written notice to Lessee, comply therewith or correct any such breach, and the costs of that compliance shall be payable by Lessee to Lessor upon Lessor’s written demand.

a. **Cross Breach or Cross Termination.** Contemporaneously with the execution of this Lease, the parties have executed a separate agreement titled Interlocal Agreement for Fire Services (shall hereinafter be referred to as the “Interlocal Agreement”). A material breach or the termination of the Interlocal Agreement by either party shall also be considered a breach or termination of this Lease and this Lease will terminate simultaneously with the Interlocal Agreement unless the breach is timely cured. However,
if the Interlocal Agreement is breached or terminated, both parties may mutually agree to
the continuation of this Lease notwithstanding any such breach or termination of the
Interlocal Agreement.

11. INSOLVENCY, BANKRUPTCY, ETC. OF LESSEE. If Lessee is declared
insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if
Lessee’s leasehold interest is sold under execution or a trustee in bankruptcy; or if a receiver is
appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may
terminate this Lease and retake possession of the premises immediately and without notice to
Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary
and shall have the right to exercise any and all remedies available to Lessor as if the Lessee was
in default in payment of rent.

12. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any
right or remedy to collect rent or enforce its rights under this lease will not be a waiver or preclude
the exercise of any other right or remedy afforded Lessor by this agreement or by statute or law.
The failure of Lessor in one or more instances to insist on strict performance or observations of
one or more of the covenants or conditions of this lease or to exercise any remedy, privilege, or
option conferred by this lease on or reserved to Lessor shall not operate or be construed as
relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise
that privilege, option, or remedy; that right shall continue in full force and effect. The receipt by
Lessor of rent or any other payment or part of payment required to be made by the Lessee shall
not act to waive any other additional rent or payment then due. Even with the knowledge of the
breach of any covenant or condition of this lease, receipt will not operate as or be deemed to be a
waiver of this breach, and no waiver by Lessor of any of the provisions of this lease, or any of the
Lessor’s rights, remedies, privileges, or options under this lease, will be deemed to have been made
unless made by Lessor in writing.

No surrender of the premises for the remainder of the term of this lease will be valid unless
accepted by Lessor in writing. Lessee will not assign nor sublet this lease without Lessor’s prior
written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation
under this lease. Each assignee or sublessee, by assuming such status, will become obligated to
perform every agreement of this lease to be performed by Lessee. Sublessee will be obligated to
pay rent directly to Lessor only after Sublessor’s default in payment and written demand from
Lessor to Sublessee to pay rent directly to Lessor.

13. ADDRESSES FOR PAYMENTS AND NOTICES. Rent payments and notices
to Lessor shall be mailed or delivered to the address set forth on the first page of this lease, unless
Lessor advises Lessee differently in writing.

Notices to Lessee may be mailed, posted on, or delivered to the leased Premises, and proof
of mailing or posting of those notices to the leased Premises will be deemed the equivalent of
personal service on Lessee. All notices to Lessor shall be sent by certified or registered mail,
return receipt requested.
14. **NO JOINT VENTURE OR PARTNERSHIP.** Nothing contained herein shall be construed by either party to establish a joint venture or partnership between the parties.

15. **SOVEREIGN IMMUNITY.** Except as expressly set forth in this Lease, nothing herein shall be deemed to be a waiver by the Lessor or Lessee of their rights to sovereign immunity under the laws of the State of Florida.

16. **INSURANCE.** Lessee agrees to keep in force public liability insurance, workman’s compensation insurance, comprehensive automobile liability insurance, and other full insurance coverage at all times during the term of this Lease in minimum sums of $1,000,000.00 (one million dollars), and to hold Lessor harmless from any claims of personal or property damage resulting from the Lessee’s actions on the premises. The Lessor shall have the right to request, and Lessee agrees to provide within thirty (30) days proof of insurance. Lessee shall provide Lessor with written proof of all such insurance coverages and all extensions and renewals of all such coverages upon Lessee taking possession of the Premises and thereafter at least annually and also within ten (10) days of Lessor’s request for proof of insurance.

17. **CAPTIONS.** The captions and paragraphs or letters appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this lease or affect this lease in any way.

18. **FLORIDA LAW.** This Lease will be governed by the laws of the State of Florida, as to both interpretations and performance. The exclusive venue and jurisdiction for the enforcement of or any disputes arising from this Lease shall be in the state courts of Okaloosa County, Florida.

19. **ATTORNEY’S FEES.** In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any other alleged breach of this Lease, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney’s fee.

20. **ENTIRE AGREEMENT.** This Lease sets forth all the promises, agreements, conditions, and understanding between Lessor and Lessee relative to the leased premises. There are no other premises, agreements, conditions, or understanding, either oral or written, between them. Lessee unless in writing and signed by them and made a part of this lease by direct reference. Lessor has made no promises or statements regarding the profitability of Lessee’s business to be conducted in the Leased Premises or Leased Premises fitness for any particular purpose.

21. **TERMS INCLUSIVE.** As used herein, the terms “Lessor” and “Lessee” include the plural whenever the context requires or admits.

22. **REPRESENTATIVES BOUND HEREBY.** The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.

23. **ASSIGNMENT.** Lessee shall not have the right to assign this lease without Lessor’s prior written approval, which may be given at the Lessor’s sole discretion.
24. JURY TRIAL WAIVER. IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY RELATING IN ANY WAY TO THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT, ANY COURSE OF DEALINGS BETWEEN THE PARTIES, AND ANY ALLEGED ORAL AGREEMENT BETWEEN THE PARTIES.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Agreement on this _____ day of _____________, 2019.

Signed, sealed, and delivered in our presence as witnesses:

LESSOR:

Attest:

By: ___________________________  By: ___________________________
  Dana Williams, City Clerk                                            Margaret McLemore, Mayor

Date: _________________________

Approved as to legal form:

By: ___________________________
  Hayward Dykes Jr., City Attorney

LESSEE:

ATTEST:

By: ___________________________  By: ___________________________
  Edward Tras, Secretary                                                Aaron Brown, Chairman, Board of Fire Commissioners

Date: _________________________

Approved as to form:

________________________________
  C. Jeffrey McInnis, Esq., Fire District Attorney
INTERLOCAL AGREEMENT FOR FIRE SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF MARY ESTHER, FLORIDA (hereinafter “Mary Esther”) a municipal corporation of the State of Florida, whose address is 195 Christobal Road N, Mary Esther, Florida 32569 and the OCEAN CITY-WRIGHT FIRE CONTROL DISTRICT (hereinafter “Fire District”), a public municipal corporation of the State of Florida, operating as an independent fire control district, whose address is 233 Racetrack Road NE, Fort Walton Beach, Florida 32547.

WITNESSETH:

WHEREAS, § 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” provides that local government units may contract with each other to exercise jointly any power, privilege or authority which such agencies share in common which for purposes of this Agreement includes providing fire, emergency rescue, and medical services within their jurisdictional boundaries (collectively “Fire Services”); and

WHEREAS, Mary Esther is a municipality within the boundaries of Okaloosa County, Florida; and

WHEREAS, Fire District is an independent fire control district established under a legislative charter in the State of Florida to function as a public municipal corporation for the public benefit within the boundaries of Okaloosa County, Florida; and

WHEREAS, both Mary Esther and Fire District meet the definition of a “public agency” as defined in 163.01(3)(b); and

WHEREAS, Mary Esther desires to provide a high level of effective Fire Services in conjunction and in harmony with its fiscal policies of sound economic judgement; and

WHEREAS, Mary Esther has requested that Fire District furnish Fire Services within the boundaries of Mary Esther; and

WHEREAS, Mary Esther desires that the full, complete, and entire responsibility for Fire Services within Mary Esther be transferred to Fire District on a full-time basis; and

WHEREAS, Fire District shall duly and competently perform any and all necessary and appropriate functions, actions, and responsibilities of a modern Fire Department, including Advanced Life Support (ALS) medical services for Mary Esther; and

WHEREAS, the Mary Esther City Council has determined that this Agreement with Fire District is the most efficient method to fulfill its desire to provide Fire Services to its citizens, businesses, and visitors in a responsible manner; and
WHEREAS, Fire District has indicated its desire and willingness to accept and fulfill the responsibilities hereinbefore described; and

WHEREAS, this Agreement for Fire Services is not intended by the parties nor shall it be interpreted to be a transfer, consolidation, or merger within the meaning of those terms for constitutional or statutory purposes or for any other purpose whatsoever and it is the intent of the parties that this Agreement shall at all times be interpreted and administered consistent with the parties’ intent; and

WHEREAS, this Agreement between Mary Esther and Fire District requires the concurrence and approval of the Mary Esther City Council and the Board of Fire Commissioners of Fire District.

NOW THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. **Recitals.** The recitals included above form an integral part of this Agreement and are hereby incorporated herein.

2. **Municipal Powers.** By appropriate Resolution, Mary Esther City Council shall vest with the Fire District, to the extent allowed by applicable law, the authority and power to the extent necessary or desirable to perform the Fire Services herein throughout the term of this Agreement. This Agreement is not intended to abolish the Mary Esther Fire Department, and both parties recognize that Mary Esther retains the right to resume responsibilities to provide Fire Services within Mary Esther at any time with the expiration or termination of this Agreement. Mary Esther similarly retains the right to control the level of Fire Services provided under this Agreement through mutual consent with Fire District.
   a. **Right of Control.** The Fire District shall have and maintain the responsibility for providing the level of Fire Services outlined by this Agreement.

3. **Interagency Coordination.** The Fire District Fire Chief, or Fire Chief’s designee shall, to the extent feasible, coordinate Fire Services functions, including special events, special community duties, individual complaints, and unanticipated events requiring Fire Services involvement with the Mary Esther City Manager, or the City Manager’s designee. At least on a monthly basis, or as requested by Mary Esther, the Fire District Fire Chief, or the Fire Chief’s designee will attend Mary Esther City Council and/or staff meetings and shall make reports and information available to Mary Esther officials regarding Fire Services within Mary Esther.
4. **Consideration.** Mary Esther shall pay to Fire District, as payment in full for services herein agreed to be performed by Fire District the annual amount of $1,029,700.00 (the “Base Rate”) less agreed upon equipment depreciation for year one of this Agreement in the amount of $42,277.00, for an adjusted annual Base Rate for year one of this Agreement of $987,323.00. Payment from Mary Esther to Fire District shall be made quarterly, but no later than the 15th day of the month after the end of the quarter, beginning _, 2019.

   a. **Annual Adjustment.** Beginning on October 1, 2020, and each year thereafter this Agreement is in effect, the Base Rate which is before any deduction for depreciation will increase at the average rate of the Consumer Price Index (CPI) for the preceding ten (10) years, but in no event shall the annual adjustment in any one year exceed 3%. The annually adjusted Base Rate shall then be reduced by the agreed upon equipment depreciation as reflected in Exhibit “B” attached hereto for that year of the Agreement.

5. **Staffing Levels.** Fire District agrees to provide twelve (12) firefighting personnel to staff a single engine company in the City of Mary Esther. Assigned personnel shall be divided into three (3) shifts and provide Fire Services twenty-four (24) consecutive hours every day. Normal staffing is four (4) personnel on each shift, with minimum shift staffing of three (3) personnel to accommodate vacation, sick, and training time of assigned personnel. The Fire District shall also provide fire inspection services to Mary Esther to ensure Florida Fire Prevention Code enforcement, conduct plan review, inspections, and coordinate fire prevention and education activities generally handled by fire departments. Mary Esther shall also receive the services of the Fire District Command Staff and support personnel.

6. **Service Coverage.** Both parties agree that Fire District shall provide and maintain, on a 24-hour basis, one (1) assigned engine company at the Mary Esther Fire Station located at 195 Christobal Road, Mary Esther, Florida. Fire District agrees to emergency response coverage within the boundaries of Mary Esther on a 24/7 basis. However, both parties specifically understand and agree that responses may periodically be made from other Fire District stations due to simultaneous calls for assistance, catastrophic events, to accomplish vehicle maintenance, to attend required meetings, or to attend training. Any additional Fire Services staffing and/or resources needed to address an emergency incident in Mary Esther shall be received through mutual and automatic aid agreements with local fire departments and through established Emergency Management Plans.

7. **Employment Decisions.**

   a. All personnel performing services under this Agreement shall be employees of Fire District; therefore, Fire District shall be responsible for the hiring, training, assignment, discipline, and dismissal of such employees. Nothing herein shall be
construed to create any successor employer relationship by and between Mary Esther, its employees, and Fire District.

b. Upon the approval of this Agreement by both parties, current Mary Esther firefighters, meeting required background screening, medical examination, physical requirements, drug testing, and all other established Fire District firefighter employment requirements, will be offered employment with Fire District. Depending on individual years of service, experience, and training, Mary Esther personnel employed at an established rank above Firefighter, on or before October 1, 2019, will be considered for initial hire at the rank of Engineer or Captain with Fire District subject to the requirements of the Fire District’s Collective Bargaining Agreement and Personnel Policies. The Fire District Fire Chief shall make final determination on the initial rank of Mary Esther personnel hired for employment with the Fire District.

c. As new employees of Fire District, and in accordance with Fire District policy, all former Mary Esther personnel hired by Fire District must successfully complete a one-year (1) Probationary Period. In addition, Fire District is under no obligation to retain any employee if his/her performance does not meet the reasonable expectations or job requirements of Fire District.

d. The Fire District has an anti-nepotism policy in regard to the hiring of employees. Any employees of Mary Esther that are hired by Fire District will be grandfathered in under the Fire District policy for their period of employment with the Fire District.

8. Fire District Organized Labor. Both parties specifically recognize that Fire District firefighters are organized as a labor union under the International Association of Firefighters, Local 2879. It is understood by both parties that no part of this Agreement or any amendments thereto, may be in conflict with any article in the most current Collective Bargaining Agreement between Fire District and IAFF Local 2879, without the mutual consent of Local 2879 and Fire District. All collective bargaining and impact bargaining with IAFF Local 2879 shall be the sole responsibility of Fire District.

9. Performance and Incident Reporting. Fire District shall maintain performance reports and statistical records regarding Fire Services activities within Mary Esther and shall provide such to Mary Esther or on a monthly basis or as requested. These records will include, but will not necessarily be limited to, number and types of calls for service, training time and topics, fire prevention inspections and activities, and emergency response times.

10. Fire Station Access. Mary Esther shall provide a lease for use of the fire station located at 195 Christobal Road, Mary Esther, Florida 32569 to Fire District for the purpose of housing firefighters and providing Fire Services to Mary Esther. A separate formal Lease
Agreement between Mary Esther and Fire District shall be executed identifying the exact details and covenants of the Fire Station Lease as reflected in Exhibit “A” attached hereto.

11. Fire Department Resources. It is specifically intended by both parties that ownership of all Mary Esther Fire Department tools, equipment, safety gear, vehicles, and apparatus (collectively “Firefighting Equipment”) be transferred to Fire District for use in benefit of Mary Esther and Fire District during the term of this Agreement. All Firefighting Equipment shall be transferred free and clear of any and all liens and encumbrances of whatever nature. The parties agree that Fire District will use such Firefighting Equipment during the term of this Agreement and such Firefighting Equipment will be properly insured, maintained, repaired and replaced by Fire District. Firefighting Equipment for use in Mary Esther shall be continuously maintained and in a constant state of readiness. Any Firefighting Equipment originally purchased by Mary Esther or purchased by Mary Esther during the term of this Agreement, and still in service at the termination or expiration of this Agreement, shall be returned to Mary Esther. It is specifically understood and acknowledged by both parties that any Firefighting Equipment returned to Mary Esther will be subject to normal wear and tear as is to be expected. In addition, it is specifically understood and acknowledged by both parties that any Firefighting Equipment purchased by Fire District to replace Mary Esther Firefighting Equipment that become unrepairable, obsolete, or has reached the end of its useful life during the term of this Agreement, shall remain the property of Fire District. Exhibit “B” of this Agreement provides a list of Firefighting Equipment with a depreciated purchase value greater than $10,000.00. Estimated value, agreed upon depreciation and service life of such equipment are included.

12. Indemnification and Hold Harmless. Fire District shall be legally responsible for the actions of its employees performing services under this Agreement. Lawsuits and claims that may be filed from time to time shall be handled by Fire District in accordance with normal procedures and Fire District shall hold Mary Esther, to the extent allowed by Florida law, harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of Fire District’s use of Mary Esther property or the intentional or negligent acts of Fire District and any of its employees; and, Fire District shall, to the extent allowed by Florida law, indemnify Mary Esther from any and all damages, judgments, claims, costs, expenses, including reasonable attorney’s fees, which Mary Esther might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of Fire District or its employees.

Mary Esther agrees, to the extent allowed by Florida law, to indemnify and hold Fire District harmless from any and all manner of actions, causes of action, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the unconstitutionality of ordinances enacted by Mary Esther and enforced by Fire District or from acts or omissions attributable to Mary Esther that occurred prior to the execution of this Agreement, and Mary Esther agrees to the extent
allowed by Florida law, to indemnify Fire District for any and all damages, judgments, claims, costs, expenses, including reasonable attorney’s fees, which Fire District might suffer in connection with or as a result of the unconstitutionality of ordinances enacted by Mary Esther and enforced by Fire District or from acts or omissions attributable to Mary Esther that occurred prior to the commencement of the term of this Agreement for the provision of Fire Services as expressed herein. Fire District does not assume any existing or contingent liabilities of Mary Esther.

Fire District agrees to name Mary Esther as an additional insured on its Comprehensive General Liability Insurance Policy coverage, to the extent of Fire Services addressed by this Agreement and agrees to provide Mary Esther a copy of the certificate evidencing said coverage. Mary Esther shall have the duty to continue to defend any actions including workers compensation claims, currently being threatened or litigated, and shall be solely responsible for any liabilities arising from any currently threatened or pending actions existing prior to signing this Agreement.

Notwithstanding any provision of this section 12 or any other provisions of this Agreement to the contrary, both parties agree that nothing contained in this Agreement shall in any way be a waiver of the sovereign immunity or any of the rights, privileges, immunities or limits of liability that they enjoy presently under the constitution and statutes of the State of Florida, including Chapter 768 Florida Statutes. The parties agree that Mary Esther’s determination to provide Fire Services under this Agreement is an exercise of the legislative planning function of Mary Esther and at no time shall Mary Esther exercise any specific control over the activities of the Fire District or any Fire District employee, nor shall Mary Esther perform or undertake any act(s) that are over and above a planning level function with regard to the administration of Fire Services within Mary Esther during the term of this Agreement and all extended terms.

13. Notices. All notices required by this Agreement shall be in writing and provided by certified or registered mail return receipt requested or by hand delivery to the parties as follows:

   a. City of Mary Esther, Attn: City Manager, 195 Christobal Road N, Mary Esther, FL 32569;

   b. Ocean City-Wright Fire Control District, Attn: Fire Chief, 233 Racetrack Road NE, Fort Walton Beach, Florida 32547.

14. Term.

   a. This Agreement shall take effect on October 1, 2019 at 12:01 am (the “Effective Date”) and shall continue in effect thereafter through September 30, 2029.
b. By June 1, 2028, and upon mutual agreement of the parties, this Agreement may be extended for additional periods of five (5) years provided that the parties hereto do not issue a timely notice of termination as set forth in section 15. The first extension shall be effective on October 1, 2029 and shall extend the Agreement to September 30, 2034.

15. Termination of Agreement. Should either Fire District or Mary Esther determine that it is in their respective best interests to terminate this Agreement, notice of termination shall be delivered in writing to the other party no less than twelve (12) months prior to the requested termination date. However, upon mutual written consent by both parties, this Agreement may be terminated at any time. Either party may terminate this Agreement upon a material breach, and if after written notice to cure, the material breach is not corrected within ninety (90) days. All notices of breach, termination, or requests to amend this Agreement shall be delivered in writing in the manner required by section 13 of this Agreement.

16. No Prohibitions. Each party represents unto the other that they are not aware of any lawful prohibitions, whether grounded in Federal, State, County, or Municipal Law, which prevents the parties from entering into this Agreement.

17. No Unintended Beneficiaries. In no event shall this Agreement confer upon any third person, party, corporation, or entity the right to any cause of action or damages against any party hereto.

18. Scope of Agreement. This document reflects the full and complete understanding of the parties with regard to its subject matter, supersedes any other Agreements entered into by and between the parties hereto and may be modified or amended only by a written document signed by all of the parties hereto.

19. Mandatory Mediation. In the event of any disputes, conflicts or disagreements regarding the interpretation or enforcement of the terms and conditions of this Agreement, both parties expressly agree to first participate in mediation. Mediation shall be held in Okaloosa County, Florida within ninety (90) days of a written request by either party to resolve a dispute, conflict or disagreement. The costs of mediation shall be split evenly between the parties. The mediation requirement is a condition precedent for either party to file a cause of action in a court of law and shall survive the termination of this Agreement.

20. Governing Law and Venue. This Agreement and all of the rights and obligations of the parties hereto shall be governed both procedurally and substantively by and construed according to the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction regarding judicial determination of the rights or obligations of either party under the Agreement, and any litigation relating to this Agreement, shall be the State Courts in the First Judicial Circuit, in and for Okaloosa County, Florida.
21. **Filing.** The parties are hereby authorized and directed after approval to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida as provided in § 163.01(11), *Florida Statutes*.

22. **Prevailing Party Attorney’s Fees.** The prevailing party in any litigation relating to this Agreement shall be entitled to recover its reasonable attorney’s fees and litigation costs from the non-prevailing party.

23. **Waiver.** No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

24. **JURY TRIAL WAIVER.** IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY RELATING IN ANY WAY TO THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY COURSE OF DEALINGS BETWEEN THE PARTIES, AND ANY ALLEGED ORAL AGREEMENT BETWEEN THE PARTIES.
IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be executed by their duly authorized representatives on the dates indicated below.

CITY OF MARY ESTHER, FLORIDA, a municipal corporation,

ATTEST:

By: ________________________________  By: ________________________________
   Dana Williams, City Clerk         Margaret McLemore, Mayor

Date: ______________________________  Date: ________________________________

Approved as to form:

________________________________
Hayward Dykes, City Attorney

(SIGNATURES CONTINUE ON FOLLOWING PAGE)
ATTEST:

By: ________________________________
   Edward Tras, Secretary

Date: ________________________________

By: ________________________________
   Aaron Brown, Chairman, Board of Fire Commissioners

Date: ________________________________

Approved as to form:

________________________________
C. Jeffrey McInnis, Esq., Fire District Attorney
EXHIBIT A

LEASE AGREEMENT
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**NOTE:** Depreciation determined by straight-line method.
May 29, 2019

Chief William Lord
Ocean City-Wright Fire Control District
233 Racetrack Road, NE
Fort Walton Beach, Florida 32547

RE: BID PROPOSAL
Station #2 Driveway Repair
Project #1903

Dear Chief Lord:

After review of the bid received from GC Construction on May 23, 2019, of $35,339.28, I find the proposed cost to be in line with today’s construction costs.

If questions remain, don’t hesitate to contact me at your convenience.

Sincerely,

Jason D. Floyd, AIA