

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") is made and entered into this ___ day of _____, by and between POLK COUNTY, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 ("COUNTY"), and EAST FLAGLER MOSQUITO CONTROL DISTRICT ("FLAGLER"), whose address is 210 Fin Way, Palm Coast, FL 32164.

RECITALS:

WHEREAS, FLAGLER is the owner of a Bell 206B Helicopter and other items particularly described on attached Exhibit "A" (the "Helicopter") located 210 Fin Way, Palm Coast, FL 32164; and

WHEREAS, FLAGLER wishes to sell the Helicopter to the COUNTY and the COUNTY agrees to purchase the Helicopter from FLAGLER for use by Polk COUNTY Mosquito Control Division; and

WHEREAS, the parties hereto desire to set out the terms and conditions for the proposed purchase agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby, FLAGLER and COUNTY agree as follows:

1. **RECITALS.** The Recitals stated above are true and correct and fully incorporated into the body of this Agreement by reference.
2. **PROPERTY.** FLAGLER agrees to sell, and COUNTY agrees to purchase the Helicopter described in Exhibit "A" and incorporated herein. The intent to sell and purchase shall be evidenced by the invoice attached hereto as Exhibit "B" (the "Invoice"); and
3. **OWNERSHIP.** Within ten (10) days of execution of this Agreement, COUNTY shall execute and deliver to FLAGLER payment as specified on Exhibit B. FLAGLER warrants and represents that FLAGLER shall convey the Helicopter free and clear of all monetary encumbrances, security interests, liens of whatsoever nature, and claims of ownership by third parties. FLAGLER warrants and represents that FLAGLER shall convey and/or assign to COUNTY any warranties and/or service agreements for the Helicopter that may still be valid at the time of conveyance.
4. **GOVERNING LAW.** This Agreement is to be governed and construed in accordance with the laws of the State of Florida. Venue shall be in Polk County, Florida.
5. **SEVERABILITY.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person

or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

12. **EFFECTIVE DATE.** The Effective Date of this Agreement for all purposes set forth herein will be the later of the following dates:

- (i) The date of FLAGLER'S execution by FLAGLER'S representative.
and
- (ii) The date of COUNTY'S execution.

13. **AMENDMENTS.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further Agreement in writing duly executed by the parties hereto.

14. **ATTORNEYS' FEES.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, before, during or after trial or on appeal.

15. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties and the parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained. This Agreement shall be interpreted and enforced under the laws of the State of Florida.

16. **COUNTERPARTS.** The parties agree that this Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but a complete set of all such counterparts together will constitute the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have set their hands and seals on the date herein below:

EAST FLAGLER MOSQUITO CONTROL DISTRICT
210 FIN WAY
PALM COAST, FL 32164

By: _____

Name: _____

Title: _____

Date: _____

Accepted and assumed by:
POLK COUNTY, a political subdivision
of the State of Florida

ATTEST: Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

W. C. Braswell, Chair
Polk County Board of
County Commissioners

Approved as to form and correctness:

Date: _____

County Attorney's Office

EXHIBIT "A"

Description of Item(s)

Quantity	Description
1	Bell 206 B Helicopter
1	Larvicide Spray System
1	Cargo Hook
1	Bearpaw Kit
1	Cargo hook Control
1	Atomizer
1	Atomizer Brass Body Screens
1	Spay Computer
1	Dual Granular Controllers
1	Adulticide System
1	Start Stick
1	Flor Controller
1	NVG Upgade for Spray Computer (787)
1	GNS530 WAAS & STC upgrades
1	ADS-B Location Device
1	Miscellaneous non-asset Bell helicopter accessories