

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/13/2022

Contract/Lease Control #: C22-3171-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FLORDIAONE DMAT, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/01/2022

Expiration Date: 09/30/2022

Description of: DISASTER MEDICAL ASSISTANCE TEAM

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: <u>TBD</u>		Tracking Number: <u>434421</u>	
Procurement/Contractor/Lessee Name: <u>Florida DMAT</u>		Grant Funded: YES <u>X</u> NO <u>  </u>	
Purpose: <u>MOU</u>			
Date/Term: <u>9-30-2022</u>		1. <input checked="" type="checkbox"/> GREATER THAN \$100,000	
Department #: <u>7 see attached</u>		2. <input type="checkbox"/> GREATER THAN \$50,000	
Account #: <u>  </u>		3. <input type="checkbox"/> \$50,000 OR LESS	
Amount: <u>  </u>			
Department: <u>PS</u>		Dept. Monitor Name: <u>Maddox</u>	

<b>Purchasing Review</b>	
Procurement or Contract/Lease requirements are met:	
<u>DeRita Mason</u>	Date: <u>6-8-21</u>
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge	

<b>2CFR Compliance Review (if required)</b>	
Approved as written:	Grant Name: <u>  </u>
<u>no federal bid</u>	Date: <u>  </u>
Grants Coordinator <u>  </u>	

<b>Risk Management Review</b>	
Approved as written:	Date: <u>6-8-21</u>
<u>see mail attached</u>	
Risk Manager or designee	Lisa Price

<b>County Attorney Review</b>	
Approved as written:	Date: <u>7-9-21</u>
<u>see mail attached</u>	
County Attorney	Lynn Hoshihara, Kerry Parsons or Designee

<b>Department Funding Review</b>	
Approved as written:	Date: <u>  </u>
<u>  </u>	

<b>IT Review (if applicable)</b>	
Approved as written:	Date: <u>  </u>
<u>  </u>	

## DeRita Mason

---

**From:** Kelly Bird  
**Sent:** Monday, June 21, 2021 2:33 PM  
**To:** Richea Driskell  
**Cc:** Darrel Welborn; DeRita Mason  
**Subject:** RE: PEER Support Team

Richea,

I have shared my thoughts with purchasing and legal. I am good with any changes that legal makes. Other than this, I am good with it. ☺

Kelly Bird  
Risk Manager  
Okaloosa County Board of County Commissioners  
302 N. Wilson Street, Suite 301  
Crestview, FL 32536  
Phone-(850) 689-5978

For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

---

**From:** Richea Driskell <rdriskell@myokaloosa.com>  
**Sent:** Monday, June 21, 2021 12:57 PM  
**To:** Kelly Bird <kbird@myokaloosa.com>  
**Subject:** PEER Support Team

Hi☺

Hope you are having a good Monday. Just wanted to touch base with you and let you know that the PEER Support Team is my project and if I can help explain the team dynamics/roles, I will be more than happy to help. Maybe if I have a chance to talk you about the team it would help with the questions pertaining to the confidentiality agreement etc.

Please let me know if I can be of any assistance.

Thank You for your time and consideration on this project.

Richea Driskell  
OCEMS

## DeRita Mason

---

**From:** Kerry Parsons  
**Sent:** Friday, July 9, 2021 11:08 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** Re: FW: PEER Support Team

As amended this is approved. You will need to delete all my prior comments out of the document.

Kerry A. Parsons  
Chief Assistant County Attorney  
Okaloosa County, Florida

---

**From:** DeRita Mason  
**Sent:** Tuesday, June 29, 2021 3:08:59 PM  
**To:** Kerry Parsons  
**Cc:** Lynn Hoshihara  
**Subject:** FW: FW: PEER Support Team

Kerry,  
Please see attached with edits per your request.

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

**Memorandum of Understanding  
Between  
FloridaOne DMAT, Inc. DUNS # 151065996  
And  
Okaloosa County, Florida**

This Memorandum of Understanding ("MOU") is made and entered into by and between FloridaOne DMAT, Inc., (hereinafter referred to as "FloridaOne") and Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as the "County.")

**WHEREAS**, FloridaOne is a non-profit agency (501c3) and has a federal Disaster Medical Assistance Team which provides skilled training, manpower, emergency health and medical services and resources to the County in times of crisis, which is designed to promote, protect, and improve the health of its citizens; and

**WHEREAS**, FloridaOne supports the Federal Disaster Medical Assistance Team, the Emerald Coast Healthcare Coalition and Emerald Coast Crisis Stress Team during disasters and crisis situations including, but not limited to, public health emergencies such as COVID-19 under these circumstances; and

**WHEREAS**, FloridaOne serves as a secondary County Staging Area (CSA) for receipt and climate-controlled warehousing/storage of large-volume bulk supplies pushed to the County from various sources and has done so throughout this effective period; and

**WHEREAS**, FloridaOne seeks fair compensation for the use of the designated warehouse facility during the effective period.

**NOW, THEREFORE**, the parties agree as follows:

**I. FLORIDAONE RESPONSIBILITIES:**

1. FloridaOne will provide adequate climate-controlled, secure warehouse space for the storage of supplies allocated to the County in the fight against COVID-19 of at least 2,000 square feet. FloridaOne will provide personnel and equipment available to receive and place, or cause to be placed, supplies allocated to the County into the identified warehouse space regardless of the time of day or night products are received.
2. FloridaOne will allow the County twenty-four (24) hour access to supplies allocated to the County, 7 days per week.
3. FloridaOne will work with the County to review and update this MOU as needed. FloridaOne will also assist the County in seeking any state/federal funding available for reimbursement of the matters provided for under this MOU, to specifically include American Rescue Act, FEMA and future federal legislation that provide COVID related funding to States/Counties.

## **II. COUNTY RESPONSIBILITIES:**

The County will provide the sum of two thousand dollars (\$2,000.00) monthly to FloridaOne (\$10,000 total) for purposes of services relating to, access to and secured storage of supplies related to mitigating and addressing the COVID-19 public health emergency.

### **GENERAL CONSIDERATIONS:**

**Term.** The term of this MOU shall be from May 1, 2022 until September 30, 2022, unless extended further by mutual agreement of the parties in writing.

**Payment.** The County will pay monthly within ten (10) days following the first of each month.. This MOU shall be utilized as monthly invoice.

**Effective date.** The effective date of this MOU shall be May 1, 2022.

**Indemnification.** Neither party shall indemnify the other. Each party shall be responsible for any of its own liabilities in accordance with the law. Nothing herein shall waive any immunities provided by law for either party.

**Termination.** Either party may terminate this MOU, with or without cause, with a minimum of thirty (30) days written notice to the other party. After receipt of notice of termination, no additional obligation of funds may occur. At date of termination any unused goods not already utilized by FloridaOne shall be returned within thirty (30) days to the County. FloridaOne shall be eligible for reimbursement for any expenditures meeting the terms and conditions obligated prior to the notice of termination, except that supplemental personnel may be reimbursed for expenses incurred all the way up to the termination date.

#### **Public Records.**

**IF FLORIDAONE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE IT'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@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

**IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT FLORIDA HEALTH PUBLIC RECORDS COORDINATOR, 4052 BALD CYPRESS WAY-BIN A02, TALLAHASSEE, FL 32399-1702, (850) 245-4005; [PublicRecordsRequest@flhealth.gov](mailto:PublicRecordsRequest@flhealth.gov).**



**Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by FloridaOne with the terms, conditions, obligations, limitations, restrictions, and requirements of this MOU and such right shall extend for a period of three (3) years after termination of this MOU.

**Cooperation with the County's Inspector General.** The parties acknowledge and understand that they have a duty to and will cooperate with the Inspector General in any investigations, audit, inspection, review or hearing pursuant to Section 20.055(5), Florida Statutes.

### **III. SPECIAL CONSIDERATIONS**

In anticipation that Federal Funds may become available to fund this MOU, the following provisions to the extent required by applicable law shall apply if Federal Funding is utilized:

**Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387)** The parties agree to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The parties agree to report any violation immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA).

**Byrd Anti Lobbying Amendment (31 U.S.C. 1352).** FloridaOne's Certification regarding Lobbying is attached as Attachment "B" to the Agreement is hereby acknowledged and made part of the Agreement by reference.

**Civil Rights.** The parties shall comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the parties and any subcontractors under this MOU from the execution through the completion of the MOU. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**Compliance with Nondiscrimination Requirements.** During the performance of this MOU, the parties, for itself, its assignees, and successors in interest, will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "A". Any subcontracts as a result of this MOU shall incorporate this provision. Either party may terminate this MOU immediately for noncompliance with this provision.

**Procurement of Recovered Materials.** The parties agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.

**Debarment and Suspension.** Both parties to their MOU are registered with the System of Management Awards (SAM) and are not disbarred nor suspended. Violation of this provision will result in immediate termination of this agreement.

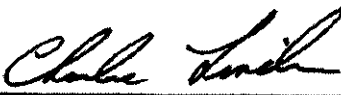
Minority/Women's Business Enterprises. To the extent that any subcontractors are used for purposes of services to be provided with the funds under this MOU, FloridaOne will to the extent possible, make efforts to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. To the extent there are any subcontracts entered into under funds used with this MOU this provision shall be incorporate therein.

Domestic Preference. As appropriate and to the extent consistent with the law, FloridaOne will, to the greatest extent practicable, provide preference for the purchase, acquisition or use of goods, products or materials produced in the United States in accordance with 2 CFR 200.322. To the extent there are any subcontracts entered into under funds used with this MOU this provision shall be incorporate therein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

WITNESS:

FLORIDAONE DMAT, INC.

BY:   
Charles Linden, President

WITNESS:

OKALOOSA COUNTY, FLORIDA

Craig Coffey Digitally signed by Craig Coffey  
Date: 2022.04.08 12:28:19  
-05'00'  
\_\_\_\_\_  
Craig Coffey

BY: John Hofstad Digitally signed by John Hofstad  
Date: 2022.04.08 12:30:58 -05'00'  
\_\_\_\_\_  
John Hofstad, County Administrator



## **Attachment "A"**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of FloridaOne of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**Attachment "B"**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: FloridaOne DMAT, Inc.  
CERTIFIED BY: Charles Linden  
TITLE: President, FloridaOne DMAT, Inc.



---

Charles Linden, President