

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/11/2013

Contract/Lease Control #: C14-2120-PW

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: HOLT VOLUNTEER FIRE DEPARTMENT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/03/2013

Term: 12/02/2038

Description of Contract/Lease: CONSTRUCT & MAINTAIN PARK FACILITIES

Department: PW

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JHOFSTAD@CO.OKALOOSA.FL.US

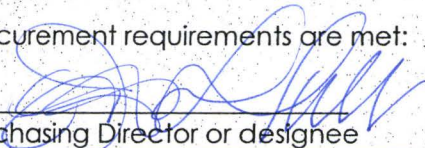
Closed: _____


cc: Finance Department Contracts & Grants Office

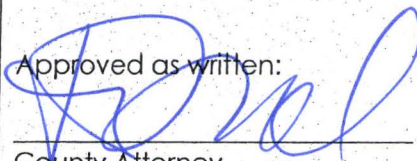
784

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____	Tracking Number: <u>784-14</u>
Contractor/Lessee Name: <u>Holt Volunteer Fire Dept</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Park facilities</u>	
Date/Term: <u>25yr w/renewal</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>1.00/yr</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>PW</u>	3. <input checked="" type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Hofstad / Pickett</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met: 	Date: <u>11-6-13</u>
Purchasing Director or designee	

Risk Management Review	
Approved as written: 	Date: <u>11/13/13</u>
Risk Manager or designee	

County Attorney Review	
Approved as written: 	Date: <u>11/20/13</u>
County Attorney	

Following Okaloosa County approval:

Contracts & Grants	
Document has been received: _____	Date: _____
Contracts & Grants Manager	

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Parisot, Commissioner District 2
SECONDER:	Nathan Boyles, Commissioner, District 3
AYES:	Amunds, Boyles, Harris, Parisot, Windes

2. Request approval of reimbursement of costs incurred to date, and staff direction concerning continued beach cleaning operations by the Parks Division until February 2014. District: 2 & 5

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kelly Windes, Commissioner District 5
SECONDER:	Dave Parisot, Commissioner District 2
AYES:	Amunds, Boyles, Harris, Parisot, Windes

Continue until Feb.
Second motion to approve reimbursement for expenses through the TDD. Motion Dave Parisot; second Kelly Windes; 4/0 (Nathan Boyles away.)

3. Request approval of and authorize the Chairman to execute a Cooperation Agreement with the Holt Volunteer Fire Department for a new park in the Holt area. District: 3

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Nathan Boyles, Commissioner, District 3
SECONDER:	Wayne Harris, Commissioner District 1
AYES:	Amunds, Boyles, Harris, Parisot, Windes

F. Donald Turner/Facility Maintenance

1. Request staff direction regarding construction of the new Sheriff's building in Shalimar. District: All

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Parisot, Commissioner District 2
SECONDER:	Nathan Boyles, Commissioner, District 3
AYES:	Amunds, Boyles, Harris, Parisot, Windes

RFQ.

VIII. New Business

1. Request Board selection of Chairman and Vice Chairman for 2014

Cooperation Agreement

Between the
Okaloosa County Board of Commissioners
and the
Holt Volunteer Fire Department

THIS AGREEMENT is between the Okaloosa County Board of Commissioners, 302 N. Wilson Street, Crestview, Florida 32536, for the purposes of this document will be known as "County", and the Holt Volunteer Fire Department, P.O. Box 226, Holt, Florida, 32546 which will be known as the "Department". The purpose of the this agreement is to authorize the County to construct and maintain park facilities, parking, community building with emergency generator and flag pole for a period of 25 years, with a renewal.

This site is located on the south side of Highway 90 and East of Summertime Drive. This site comprises approximately 2.98 acres of which all is unimproved. The property is located in Section 34, Township 3 North, Range 25 West, and the tax ID # is 34-3N-25-0000-0012-0010 located in Okaloosa County Florida.

In consideration of mutual promises, both County and the Department agree as follows:

I. Duties of the County

1. At the project site the County agrees to provide funds to construct and maintain park facilities, parking, community building with emergency generator and flag pole.
2. The County agrees to perform all maintenance in accordance with all applicable health and safety standards, National Recreation and Parks standards and to keep the facilities in good repair to prevent undue deterioration and provide for safe public use.
3. The County agrees to provide Law Enforcement Services as are usual and customary in order to allow the safe and orderly public utilization of the Project Site.
4. The County agrees to furnish Department access to all facilities and to discuss changes to the facility with the Department before performing any modifications. This will exclude normal repair or maintenance.
5. The County agrees to obtain any permits if required.

II. Duties of the Department

1. Department agrees to dedicate real property referenced above for public use for the term of this Agreement, as a public recreational area available to the general public for recreational and community purposes.
2. Department agrees to notify the County when the Department has activities will be conducted on or around the project site (ex. Fire Department training exercises).

**CONTRACT # C14-2120-PW
HOLT VOLUNTEER FIRE DEPARTMENT
CONSTRUCT & MAINTAIN PARK
FACILITIES
EXPIRES: 12/02/2038**

3. During the term of this Agreement, Department shall not, for any reason, convert all or any of the Project Site or Project Facilities to other purposes.
4. Department agrees that no fees shall be charged for use of the recreational facility, unless agreed to in writing by the County. Department agrees that any funds received from the use of the facility by others, will be used only for improvements to the site. (ex: special events permit fees, community building use fees)
5. Department agrees not to restrict access hours for usage that conflicts with county approved Ordinances or Agreements at this facility unless situations warrant such restrictions and are agreed to in writing by the County.
6. Department retains a front portion of the property for future construction of a new Fire House. Size and location to be determined upon completion of approved plans.

III. MUTUAL AND ADDITIONAL COVENANTS

1. Department and the County agree that each furnishes a contact person, who shall be responsible for coordination and resolution of problems arising from this Agreement. Initial contact personnel shall be:

The "County" contact person shall be:

Parks Operations Manager, Okaloosa County Public Works, 1759 South Ferdon Blvd. Crestview, Florida 32536, Telephone 850-689-5772.

The "Department" contact person shall be:

Fire Department Chief, Holt Volunteer Fire Department, 490 W Highway 90, Holt, FL 32564, Telephone 850-537-3444

Any change in the contact person from either department needs to be forwarded to the address listed above.

2. **SITE CONTROLS AND ACCESS:** Department and The County shall have the right of access to the Project Site, to inspect the site and associated facilities and to perform any duties required. The County agrees to post at its own expense, signs at the Project Site identifying same as a joint project between the Holt Volunteer Fire Department and Okaloosa County. The County agrees to post at its own expense, informational signs on project site detailing rules and procedures.
3. **EFFECTIVE DATE/TERM OF AGREEMENT:** This agreement is effective upon execution and shall remain in effect for period of **(25)** years from the date of this document or for period of **(25)** years from the completion of construction of the park related facilities. This agreement may be extended upon written request presented to Department minimum of sixty (60) days prior to termination of original agreement. And the County upon giving sixty (60) days written notice to Department may terminate this agreement. In the event of termination, the obligations of the parties shall cease and the facilities shall revert to the exclusive control of the Department. The Cooperation Agreement fee shall be \$1.00 a year.

4. OTHER AGREEMENTS: This Agreement contains the complete Agreement between Department and the County relating to this project site.
5. MODIFICATION OF COOPERATION AGREEMENT
 - a) The parties may mutually agree at any time by written instrument to make changes within the general scope of this Cooperation Agreement.
 - b) No waiver or modification of this Cooperation Agreement or of any conditions, or limitation shall be valid unless in writing and lawfully executed by both Department and the County.
6. Funds for the maintenance of this site will be included in the Okaloosa County Annual Parks budget.
7. OWNERSHIP OF IMPROVEMENTS: The ownership and title of all improvements provided under this agreement will become property of Department upon termination of this agreement.

IV. Liability

The County and the Fire District are state political subdivisions or agencies as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by either political subdivision to be sued by third parties in any matter arising out of this Agreement or any other contract related to this Agreement.

V. Official Version

This Agreement shall be executed in two originals and each party shall maintain one original. The County shall cause to be recorded with the Clerk of the Circuit Court in and for Okaloosa County, Florida, a copy of its original. In the event of a dispute of any term or provision of this agreement, the document version last properly executed and filed with the Clerk of the Circuit Court shall be considered the controlling version.

Signed by parties to this agreement:

Holt Volunteer Fire Department

Okaloosa County Board of County
Commissioners

Jan B. Conners
By: Holt Fire Commissioner

Don P. Emude
By: Chairman Board of County Commissioners



Date 26 Nov 2013

Date 12-3-13

ATTEST:

Larry J. Stafford
Finance Director

