

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04-25-2018

Contract/Lease Control #: C18-2694-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: BRJ INVESTMENTS, INC. AND JSZ INVESTMENTS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/17/2018

Expiration Date: UPON COMPLETION

Description of Contract/Lease: STORWATER MANAGEMENT, CONSTRUCTION & MAINTENANCE AGREEMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: _____ N/A _____ Tracking Number: _____

Procurement/Contractor/Lessee Name: _____ N/A _____ Grant Funded: YES ___
NO_X__

Purpose: Stormwater agreement

Date/Term: _____

Amount: _____

Department: _____

Dept. Monitor Name: _____

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:

_____ N/A _____ Date: _____
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review. (if required)

Approved as written:

_____ N/A _____ Date: _____
Grants Coordinator Renee Biby

Risk Management Review

Approved as written:

_____ See Email _____ Date: _____
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written:

_____ See Email _____ Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:

_____ Date: _____

Scott Bitterman

From: Krystal King
Sent: Monday, April 09, 2018 8:58 AM
To: Scott Bitterman; Jeffrey Hyde
Cc: Zan Fedorak; Lynn Hoshihara; DeRita Mason
Subject: RE: Internal Coordination for Agenda Item

Risk Management approved.

Krystal King
Okaloosa County
Risk Management
(850)689-5977
Fax (850)689-5973

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 email communication including your email address, may be subject to public disclosure.

From: Scott Bitterman
Sent: Friday, April 06, 2018 2:32 PM
To: Jeffrey Hyde <jhyde@myokaloosa.com>
Cc: Zan Fedorak <zfedorak@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Krystal King <kking@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Subject: Internal Coordination for Agenda Item

Hello Jeffery,

I usually start internal coordination through DeRita, but I see she is off. Could you start a sheet for me?

Lynn, could you give me the legal review as you helped with the document. The only edit since your review is the removal of a comma from the signature line for J.D. Peacock II.

Thanks,

Scott

Scott Bitterman

From: Lynn Hoshihara
Sent: Friday, April 06, 2018 2:35 PM
To: Scott Bitterman
Cc: Jeffrey Hyde; Zan Fedorak; Krystal King; DeRita Mason
Subject: Re: Internal Coordination for Agenda Item

This agreement is approved as to legal sufficiency.

On Apr 6, 2018, at 3:31 PM, Scott Bitterman <sbitterman@myokaloosa.com> wrote:

Hello Jeffery,

I usually start internal coordination through DeRita, but I see she is off. Could you start a sheet for me?

Lynn, could you give me the legal review as you helped with the document. The only edit since your review is the removal of a comma from the signature line for J.D. Peacock II.

Thanks,

Scott

<Agenda item 8432 Mini-Packet.pdf>

**STORMWATER MANAGEMENT, CONSTRUCTION
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into between **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County"), **B.R.J. INVESTMENTS, INC.**, a Florida corporation ("BRJ"), and **JSZ INVESTMENTS, LLC**, a Florida limited liability company ("JSZ") on this 17th day of April, 2018.

WITNESSETH

WHEREAS, BRJ and JSZ (collectively referred to as "Developers") own certain real property located in Okaloosa County, Florida, as more fully described in Exhibits "A" and "B" respectively; and

WHEREAS, the Owners at Lakeview Association, Inc., a Florida not for profit corporation (the "Association") owns certain real property located in Okaloosa County, Florida, which contains a private stormwater retention area located west of Beal Parkway and north of Hurlburt Road, as more fully described in Exhibit "C" (the "Private Stormwater Retention Area"); and

WHEREAS, the Private Stormwater Retention Area has no outlet and is prone to overflow during large storm events and during declared emergencies the County has aided by pumping water from the Private Stormwater Retention Area into the County-maintained Hurlburt Road drainage system (the "County Drainage System"); and

WHEREAS, the Developers and the Association wish to redevelop property around the Private Stormwater Retention Area to minimize the chance for future flooding and have entered into a Stormwater Transmission and Shared Access Agreement, attached hereto as Exhibit "D"; and

WHEREAS, the County Drainage System has the capacity to accommodate additional flow of stormwater and it is a benefit to the public health, safety and welfare for the parties to work together to construct an overflow piping system that will allow both systems to mutually discharge stormwater onto the other.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree, covenant and stipulate as follows:

1. The above recitals are true and correct and are incorporated into this Agreement as essential terms.

2. The County hereby agrees to:

- a. Construct the overflow piping system pursuant to the design provided by the Developers more specifically as follows:
 - i. 360 liner feet of 24" double wall smooth bore plastic pipe.
 - ii. One (1) catch basin type C with oil skimmer.
 - iii. One (1) Catch basin type E with oil skimmer.
 - iv. One (1) storm manhole.
 - v. 5000 square feet of sod.
 - vi. Dump fees for vegetation.
 - vii. Three (3) cubic yards of concrete for sidewalk with delivery.
 - viii. Associated form boards and mortar necessary to build the project.
 - ix. Non-vegetative spoils, such as muck, asphalt, and dirt will be spread on the Developers site.
- b. Exclude the following:
 - i. Rip rap for inlet and bank protection is not included.
 - ii. Asphalt drive repair is not included.
- c. Provide equipment and labor for the construction of the overflow piping system.
- d. Grant Developers the right to discharge stormwater from the Private Stormwater Retention Area into the County Drainage System.
- e. If the cost of materials does not exceed \$25,000, the County agrees to refund the Developers any unused amount.
- f. If the cost of materials exceeds \$25,000 due to unforeseen circumstances or conditions, the County will consult with Developers before proceeding with additional work.

3. The Developers hereby agree to:


- a. Design the overflow piping system and provide same to the County.
- b. Authorizes the County to access its properties for the purpose of constructing the overflow piping system.

- c. Pay for all materials necessary for the County to construct the overflow piping system.
 - i. Provide the County with an initial payment of \$25,000 prior to commencement of construction.
 - ii. If the cost of materials exceeds \$25,000 due to unforeseen circumstances or conditions, the County will consult with Developers before proceeding with additional work.
 - d. Grant the County the right to discharge stormwater from the County Drainage System into the Private Stormwater Retention Area.
 - e. Maintain the overflow piping system located on private property and extending to the point it discharges into the County Drainage System.
 - f. Maintain the Private Stormwater Retention Area.
 - g. Release, indemnify, and hold harmless the County from any and all claims, demands, causes of action, or damages of any kind or nature against the County, its employees, agents, representatives, or designees, arising by reason of, or in any way associated with, the County's construction of the overflow piping system as set forth above. This includes, without limitation, claims, demands, costs or judgments against the County whether such liability, loss, or damage is due or claimed to be due to the negligence of the Developers, the County, its subcontractors, employees, agents, representatives or designees. The Developers further holds harmless the County for any and all damages which may be sustained to its property during the construction of the overflow piping system.
4. This Agreement shall be binding upon the successors and assigns of the parties hereto and shall be deemed to be a covenant running with the land.
 5. This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties.
 6. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.
 7. If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be

invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

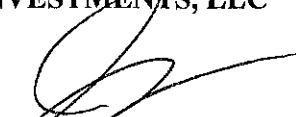
IN WITNESS WHEREOF, this instrument has been executed and is effective on the date set forth above.

BRJ INVESTMENTS, INC.



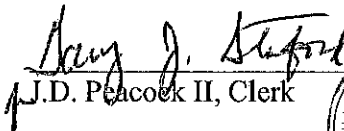
Print: Robert Smith - VP
Dated: 4/6/18


JSZ INVESTMENTS, LLC



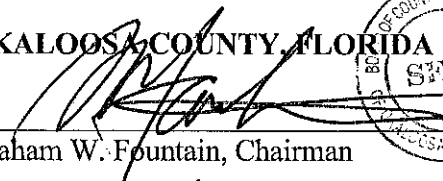
Print: John R Linn, Jr.
Dated: 4/6/18


ATTEST:

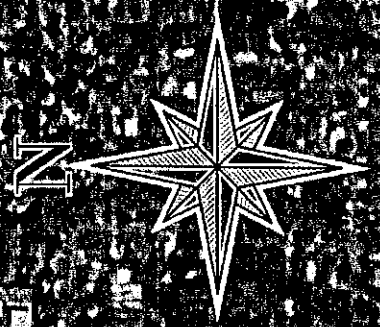
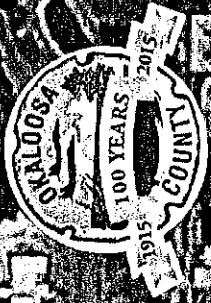


J.D. Peacock II, Clerk


OKALOOSA COUNTY, FLORIDA



Graham W. Fountain, Chairman

Dated: 4/17/18



GREENACRES ROAD

PROPOSED LOCATION

HURLBUR ROAD

RACETRAC ROAD NW

BEAR PARKWAY NE

PRIVATE STORMWATER RETENTION AREA

