

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/26/2019

Contract/Lease Control #: C19-2790-WS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: NORTHWEST FLORIDA STATE COLLEGE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/12/2018

Expiration Date: 12/11/2019 W/AUTO RENEWALS

Description of Contract/Lease: NON-EXCLUSIVE USE OF NWFSC DRIVING RANGE

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7195

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: T30 Tracking Number: 3174-19
Procurement/Contractor/Lessee Name: NWASC Grant Funded: YES ___ NO X
Purpose: memo of agreement
Date/Term: 1 year/automatic 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: WS 3. \$50,000 OR LESS
Dept. Monitor Name: Littell

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 11-7-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: no federal \$ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: _____
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, November 20, 2018 7:54 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Memo of Agreement with NWFSC

This is approved for legal purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Tuesday, November 20, 2018 8:33 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Memo of Agreement with NWFSC

With revisions.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Monday, November 19, 2018 3:23 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: RE: Memo of Agreement with NWFSC

Attached are my revisions

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Wednesday, November 14, 2018 11:22 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: Memo of Agreement with NWFSC

Please see updated memo.

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, November 20, 2018 8:02 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Memo of Agreement with NWFSC

It's also approved for Risk purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Tuesday, November 20, 2018 8:58 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Memo of Agreement with NWFSC

Thank you.

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Sent: Wednesday, November 14, 2018 11:22 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: Memo of Agreement with NWFSC

Please see updated memo.

**Memorandum of Agreement
Northwest Florida State College and Okaloosa County, Florida**

This agreement is made this 12 day of DEC, 2018, by and between Northwest Florida State College (hereinafter collectively referred to as "NWFSC"), and Okaloosa County, a political subdivision of the State of Florida (hereinafter collectively referred to as "County").

WITNESSETH:

WHEREAS, the purpose of this agreement is to formalize the cooperative effort between NWFSC and Okaloosa County, Florida for the non-exclusive use of the NWFSC Driving Range (700) location made available to County through coordination with NWFSC and the Criminal Justice Training Center (CJTC); and

WHEREAS, the parties above have agreed to share resources to provide training and find it to be in the best interest of both parties.

NOW THEREFORE, in consideration of said agreement, the parties agree as follows:

**ARTICLE I
MANAGEMENT OF PROGRAM**

NWFSC agrees to provide the physical location and use of CJTC training facility Driving Range (700), located on the main campus of NWFSC, at a physical address of 100 E. College Boulevard, Niceville, FL 32578, for the County's use. The County will provide course management, specific equipment required, and consumable products required to conduct the training by the County.

As the parties are both governmental entities within the state of Florida, neither shall indemnify the other party, both parties shall assume all risks for their personnel associated with the use of the Facility. This agreement in no way waives either parties' immunity or privileges granted under the law to either party, including sovereign immunity.

**ARTICLE II
TERM, RENEWALS and TERMINATION**

This agreement shall be in effect for one (1) year and shall automatically renew for successive years. This agreement may be terminated without cause by either party ninety (90) days written notice sent to the other party.

**ARTICLE III
LAW AND ADMINISTRATIVE POLICIES**

Both parties agree that all applicable federal, state, local, and college training policies are enforced while training is conducted under this agreement.

**ARTICLE IV
ADDITIONAL PROVISION**

INSURANCE. County must provide proof of insurance to NWFSC. All insurers shall be qualified and doing business in Florida.

ADMINISTRATIVE RESPONSIBILITIES. All administrative responsibilities of this agreement shall be the duty of the County.

INSTRUCTOR AFFILIATIONS. It shall be the responsibility of the County to provide professional training staff in support of the County's personnel using the CJTC training facility. NWFSC will not provide staff for the purposes of training the County personnel using the CJTC training facility. Neither NWFSC students nor the County's personnel will be allowed to use the CJTC training facility without professional training staff present.

SCHEDULING. The County agrees to coordinate with the Criminal Justice Training Center to reserve the training facility of choice, based on availability.

COMMUNICATIONS. Any further communication regarding this agreement and/or its provisions shall be directed to the NWFSC Criminal Justice Training Center Director.

NOTICES. All notices required under this agreement shall be sent by mail or hand delivery to: Northwest Florida State College in care of the President, 100 College Boulevard, Niceville, FL 32578, and to Okaloosa County Water and Sewer Department, 1804 Lewis Turner Blvd., Fort Walton Beach, FL 32547.

ASSIGNMENTS

Neither party shall assign this Agreement or any part thereof, without the prior consent in writing of the other party. If a party does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward the other party all of the obligations and responsibilities that NWFSC has assumed toward the County.

GOVERNING LAW & VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in the state courts of Okaloosa County, Florida.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ENTIRE AGREEMENT AND WAIVER

This Agreement as incorporated herein contains the entire agreement between the parties and supersedes all prior oral or written agreements. NWFSC acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

SEVERABILITY

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

IN WITNESS THEREOF, this agreement shall be effective on the date as first set forth above.

Okaloosa County, Florida

Jeffrey A Hyde
Jeffrey Hyde, Purchasing Manager

Date: 12/07/2018

NORTHWEST FLORIDA STATE COLLEGE

[Signature]
President

Date: 12-12-18