

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/04/2019

Contract/Lease Control #: C19-2799-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: NORTHWEST FLORIDA STATE COLLEGE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/02/2019

Expiration Date: INDEFINITE

Description of Contract/Lease: TRAINING CENTER FACILITIES

Department: PS

Department Monitor: VAUGHN

Monitor's Telephone #: 850-689-5763

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

Closed:

Cc: Finance Department Contracts & Grants Office

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, April 04, 2019 1:35 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Memo of Agreement for NWFSC

Because it is between two governmental entities as an MOU it is not problematic. However, if you want to clarify it you can do an amendment for five years dating back to the date of execution of the original agreement. But again, in this case that is not necessary.

Kerry A. Parsons, Esq.

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
Kparsons@ngn-tally.com

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-----Original Message-----

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, April 4, 2019 2:19 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** Memo of Agreement for NWFSC

I have a quick question. Somehow, the attached agreement failed to have a term limit included. It was the attention of the department and the college to have it be for 5 years. Can we do an amendment on the agreement? What do I use as the term date for the time being?

Thank you,

DeRita

-----Original Message-----

**From:** svcdevice@co.okaloosa.fl.us [mailto:svcdevice@co.okaloosa.fl.us]  
**Sent:** Thursday, April 04, 2019 12:11 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Subject:** Message from "PURPR3"

This E-mail was sent from "PURPR3" (MP C4504ex).

Scan Date: 04.04.2019 13:11:03 (-0400)

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

Procurement/Contract/Lease Number: TBD Tracking Number: 3287-19  
Procurement/Contractor/Lessee Name: MWASC Grant Funded: YES \_\_\_ NO   
Purpose: memo of agreement  
Date/Term: \_\_\_\_\_ 1.  GREATER THAN \$100,000  
Amount: NA 2.  GREATER THAN \$50,000  
Department: PS 3.  \$50,000 OR LESS  
Dept. Monitor Name: vaughn

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Victoria Mason Date: 2-18-19  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

**2CFR Compliance Review (if required)**

Approved as written: MM Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 2-22-19  
\_\_\_\_\_ Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: 2-26-19  
\_\_\_\_\_ 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

## Stephanie Pella

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**From:** DeRita Mason  
**Sent:** Thursday, February 28, 2019 7:55 AM  
**To:** Stephanie Pella  
**Cc:** Stefan W.Vaughn  
**Subject:** Memo of Agreement  
**Attachments:** MOA CJTC AHA2 (003).docx

The attached has been approved by legal and risk.



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
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."

## DeRita Mason

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**From:** Karen Donaldson  
**Sent:** Friday, February 22, 2019 9:04 AM  
**To:** DeRita Mason  
**Subject:** RE: MOU between NWFSC and Public Safety

DeRita

I can't remember if I answered you on this one. But just in case...it is approved by risk.

thanks

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@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.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Monday, February 18, 2019 4:05 PM  
**To:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Greg Stewart <[gstewart@myokaloosa.com](mailto:gstewart@myokaloosa.com)>; Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>; Edith Gibson <[egibson@myokaloosa.com](mailto:egibson@myokaloosa.com)>  
**Subject:** FW: MOU between NWFSC and Public Safety

Please review the attached as well as the comments below from the departments.

Thank you,

DeRita

---

**From:** Stephanie Pella  
**Sent:** Monday, February 18, 2019 4:03 PM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>; Victoria Taravella <[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)>  
**Cc:** Darrel Welborn <[dwelborn@myokaloosa.com](mailto:dwelborn@myokaloosa.com)>; Stefan W. Vaughn <[svaughn@myokaloosa.com](mailto:svaughn@myokaloosa.com)>; Eric Esmond

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, February 26, 2019 5:29 PM  
**To:** DeRita Mason  
**Cc:** Greg Stewart  
**Subject:** RE: MOU between NWFSC and Public Safety

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**



1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Tuesday, February 26, 2019 10:33 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Greg Stewart <gstewart@myokaloosa.com>  
**Subject:** RE: MOU between NWFSC and Public Safety

Please see attached with your revisions included.

Thank you,

DeRita

---

**From:** Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]  
**Sent:** Tuesday, February 26, 2019 9:02 AM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Greg Stewart <gstewart@myokaloosa.com>  
**Subject:** RE: MOU between NWFSC and Public Safety

Thanks DeRita:

Please see my attached revisions and comments.

**Kerry A. Parsons, Esq.**

**Memorandum of Agreement  
Northwest Florida State College and Okaloosa County Public Safety Department  
Public Safety Training Center Facilities**

This agreement is made this 2nd day of April, 2019, 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 "Agreeing Agency").

**WHEREAS**, The purpose of this MOA is to formalize the cooperative effort between NWFSC and Okaloosa County Public Safety Department for the non-exclusive use of the NWFSC Criminal Justice Training Center (CJTC) and American Heart Association Training Center (AHA) training facilities, to include but not limited to, the Physical Abilities Testing Course, Vehicle Operations Building and Range, In-Door Sim-munitions Shoot House, Fire Tower, Defensive Tactics Training Rooms, MILO Range, as well as the Firearms Qualifications Range and any additional facility or location made available to Agreeing Agency through coordination with the Criminal Justice Training Center (CJTC); and

**WHEREAS**, the parties above have agreed to share resources to provide training, which is in the best interest of the County.

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

**ARTICLE I  
MANAGEMENT OF PROGRAM**

NWFSC agrees to provide the physical location and use of all above-listed, in the recital section, CJTC and AHA training facilities, located on the main campus of NWFSC, at a physical address of 100 E. College Boulevard, Niceville, FL 32578. The Agreeing Agency will provide course management, specific equipment required, and consumable products required to conduct the training by the Agreeing Agency.

The Agreeing Agency shall assume all risks for their personnel associated with the use of the CJTC and AHA training facilities listed above, and to the extent provided by law, release and agree to hold harmless the Board of Trustees of Northwest Florida State College, their employees, agents, representatives, and volunteers from any and all liability, actions, causes of actions, debts, claims, or demands of any kind and nature whatsoever including any medical treatment and expenses incurred as a result of any injury to personnel while utilizing the CJTC and AHA training facilities at Northwest Florida State College. This provision in no way waives or affects the County's immunities as provided by law, including those set forth in section 768.28, Florida Statutes.

**ARTICLE II  
REVOCABILITY**

This agreement shall be revocable by either party upon ninety (90) days written notice sent certified mail, return receipt requested.

**ARTICLE III  
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**

**ADMINISTRATIVE FEE.** The Emergency Medical Services division of Okaloosa County Public Safety agrees to pay current market cost per course completion card to Northwest Florida State College.

**ADMINISTRATIVE RESPONSIBILITIES.** All administrative responsibilities of this agreement shall be the duty of the Agreeing Agency.

**EQUIPMENT AND FACILITIES.** Sharing of resources and facilities are encouraged and are to be coordinated per course and/or training center utilized.

**INSTRUCTOR AFFILIATIONS.** It shall be the responsibility of the Agreeing Agency to provide professional training staff in support of the Agreeing Agencies personnel using the CJTC or AHA training facilities. NWFSC will not provide staff for the purposes of training the Agreeing Agencies personnel using the CJTC or AHA training facilities. It shall be the responsibility of NWFSC to provide professional training staff in support of NWFSC students using the CJTC or AHA training facilities. Neither NWFSC students nor the Agreeing Agencies personnel will be allowed to use the CJTC or AHA training facilities without professional training staff present.

**SCHEDULING.** The Agreeing Agency agrees to coordinate with the CJTC and AHA to reserve the training facility of choice, based on availability. The request should include intended course, location and course director.

**COURSE COMPLETION:** All Training Center forms, evaluations, rosters, examinations and answer sheets shall be submitted to the Training Center within three business days of course completion. NWFSC shall issue course completion cards within thirty days of course completion assuming receipt of all forms and payment of the administrative fees have been accomplished.

**COMMUNICATIONS.** Any further communication regarding this agreement and/or its provisions shall be directed to the NWFSC Criminal Justice Training Center Director or American Heart Association 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 Public Safety Department (Agreeing Agency) in care of Dr. Stefan W. Vaughn, Public Safety Director  
Address: 1200 E. James Lee Blvd., Crestview, FL 32539



PUBLIC RECORDS

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

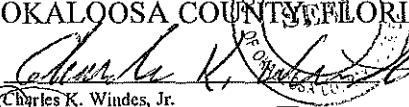
**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

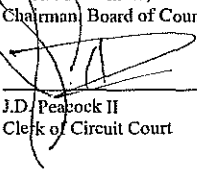
Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

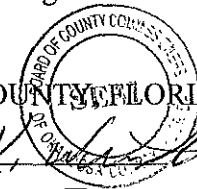

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IN WITNESS THEREOF**, this agreement shall be effective on the date of the last approving signature and will remain in effect until canceled or modified by written agreement. The parties have duly executed this Agreement in duplicate this 2nd day of April, 2019.

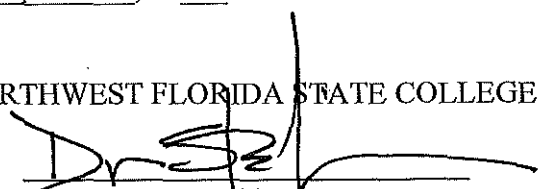
OKALOOSA COUNTY, FLORIDA

  
 (Charles K. Windes, Jr.  
 Chairman) Board of County Commissioners  
 Date 4/2/19

  
 J.D. Peacock II  
 Clerk of Circuit Court  
 Date \_\_\_\_\_

NORTHWEST FLORIDA STATE COLLEGE

By:   
 President  
 Date: 3-11-19