

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/07/2021

Contract/Lease Control #: C19-2864-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: NORTHWEST FLORIDA FAIR ASSOCIATION, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/17/2019

Expiration Date: 09/30/2024

Description of: HVAC SYSTEM REPLACEMENT AT FAIRGROUNDS

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7151

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: C19-2864-BCC Tracking Number: 4317-21
Procurement/Contractor/Lessee Name: NMFS For Grants Grant Funded: YES ___ NO X
Purpose: Renewal/Amendment
Date/Term: 9-30-22
Department #: //
Account #: _____
Amount: 50,000.00
Department: BCC Dept. Monitor Name: Hopstad

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 4-30-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: [Signature] Grant Name: _____
No federal funds Date: _____
Grants Coordinator

Risk Management Review

Approved as written: No risk alert Date: _____
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 5-3-21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Monday, May 3, 2021 11:25 AM
To: DeRita Mason; 'Parsons, Kerry'
Subject: Re: Northwest Florida Fair Association / C19-2864-BCC

This is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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: DeRita Mason
Sent: Monday, May 3, 2021 12:19:05 PM
To: Lynn Hoshihara; 'Parsons, Kerry'
Subject: RE: Northwest Florida Fair Association / C19-2864-BCC

See revised amendment attached.

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

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CONTRACT# C19-2864-BCC
NORTHWEST FLORIDA FAIR ASSOCIATION, INC.
HVAC SYSTEM REPLACEMENT AT FAIRGROUNDS
EXPIRES: 09/30/2024

**FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN
OKALOOSA COUNTY, FLORIDA AND
NORTHWEST FLORIDA FAIR ASSOCIATION, INC.
CONTRACT NO. C19-2864-BCC**

This First Amendment and Renewal to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Northwest Florida Fair Association, Inc. (the "Association"), executed this 3rd day of May, 2021, is made a part of the original Agreement dated September 17, 2019, Contract No. C19-2864-BCC (the "original Agreement"), incorporated herein by reference. The County and Association hereby agree as follows:

1. The County and Association wish to amend and renew the original agreement for an additional four (4) years in order to allow Association additional time to reimburse the County funds used to repair/replace the HVAC unit at the Fairgrounds. The renewal date will be retroactively dated to begin October 1, 2020 and run through September 30, 2024.
2. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated September 17, 2019 and any amendments thereto, shall remain in full force and effect.
3. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

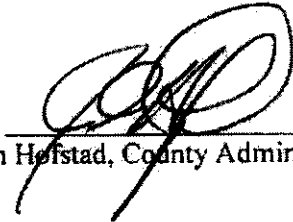
NORTHWEST FLORIDA FAIR ASSOCIATION:


Signature

Brian C Sparling
Print Name

BY: Operations Manager

OKALOOSA COUNTY, FLORIDA


BY: John Hofstad, County Administrator

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/24/2019

Contract/Lease Control #: C19-2864-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: NORTHWEST FLORIDA FAIR ASSOCIATION, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/17/2019

Expiration Date: 09/30/2020

Description of Contract/Lease: HVAC SYSTEM REPLACEMENT AT FAIRGROUNDS

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

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

Closed:

Cc: Finance Department Contracts & Grants Office

**FUNDING AGREEMENT FOR
HVAC SYSTEM REPLACEMENT AT FAIRGROUNDS**

THIS AGREEMENT (the "Agreement") is made and entered into on the effective date below by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "the County") and NORTHWEST FLORIDA FAIR ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as "Fair Association"), whose mailing address is 1958 Lewis Turner Blvd., Ft. Walton Beach, FL 32547.

RECITALS

WHEREAS, the Northwest Florida Fair Association, Inc. runs and maintains the Northwest Florida Fairgrounds located at 1958 Lewis Turner Blvd., Ft. Walton Beach, Florida (the "Fairgrounds"); and

WHEREAS, the Fairgrounds is a place of vital importance to the citizens and community of the County as it enhances the welfare of the Citizens by providing a location at which through various activities and events may be held; and

WHEREAS, the HVAC system at the Fairgrounds is failing and in need of repair and/or replacement, but the Fairgrounds Association does not have the funding necessary at present to repair and/or replace the HVAC system; and

WHEREAS, the County determines that it would be in the best interest of its citizens to support the Fairgrounds Association to provide an advance on funding to allow the repair and/or replacement of the HVAC system and the Fairground.

NOW, THEREFORE, acting pursuant to their authority and in consideration of the mutual covenants and agreements of the parties, the County and the Fair Association agree as follows:

Section 1. Recitals. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

Section 2. Fair Association's Responsibilities.

(A) The Fair Association shall replace and/or replace the HVAC system at the Northwest Florida Fairgrounds located at 1958 Lewis Turner Blvd., Fort Walton Beach, FL 32547.

(B) The Fair Association shall identify a point-of-contact for the all of the services to be provided under this Agreement. That point of contact shall be available to the County to monitor, audit or verify the proper performance of this Agreement by the Fair Association.

- (C) Any funds provided by the County may only be used for the repair and/or replacement of the HVAC system at the Fairgrounds.
- (D) The Fair Association shall reimburse all funds advanced by the County within five years.

Section 3. County's Responsibilities.

- (A) The County agrees to pay the Fair Association a onetime payment of an amount not-to-exceed FIFTY THOUSAND DOLLARS (\$50,000.00). Payment shall be made to the vendor who received the contract for the repair and/or replacement of the HVAC system.
- (B) The County shall pay the above funds upon invoicing by the vendor. Once an invoice is received for services, it shall be submitted to the County will be paid directory to the vendor or under such other approach as agreeable to the Fair Association and the County.
- (C) The invoicing by the vendor shall reflect sufficient detail for pre- and post-audit review. Upon completion of the project by the Fair Association, they shall provide the County with a copy of all invoices and backup documentation detailing expenditure transactions, including but not limited to transaction date, vendor name, and purpose of transaction. Invoices shall be itemized such that the description of services performed is consistent with the description of expenses.
- (D) To the extent that the County is required to advance money or whether a reimbursement of funds already paid by the County is required for any purpose following the completion of the repair and/or replacement of the HVAC, such monies will be reimbursed to the County within thirty (30) days.

Section 4. Non-Appropriation of Funds. The Fair Association hereby acknowledges that this Agreement is completely dependent on the appropriate of legally available funds by the County and agrees that in the event such funds are not appropriated for any reason this Agreement shall terminate and be considered as void. If the Agreement is terminated by the County as provided herein, the Fair Association will be paid the prorated amount for services actually performed up to the date of termination.

Section 5. Effective Date and Term of Agreement and Termination.

- (A) This Agreement shall be effective upon the approval by the Board of County Commissioners and the Fair Association. This Agreement shall terminate upon and terminate on September 30, 2020, except for the continuing obligation of the Fair Association as set forth below, unless terminated earlier in accordance with the provision contained in this Agreement.

- (B) Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party of its intent to terminate this Agreement. However, if the County has paid money to the Fair Association under this Agreement, then the obligation to reimburse the County for those funds shall continue and shall not be eliminated as a result of any termination.

Section 6. Reimbursement Obligation.

- (A) If within the course of five (5) years from the effective date of this Agreement the Fair Association receives funding from sources including, but not-limited-to, grants which may be used for the payment of the repair and/or replacement of the HVAS system or funding from the United States government resulting from distributions resulting from the prosecution of bingo establishments in Okaloosa County, it shall promptly reimburse the County all monies it has paid under this agreement from those available sources.
- (B) The Fair Association shall promptly notify the County of the availability of these alternative funding sources.
- (C) In the event that the Fair Association's lease at the Fairgrounds terminates and the improvements and facilities located at the Fairgrounds which are owned by the Fair Association are sold, then the County shall have a first lien priority to any proceeds received from that sale for the reimbursement of any funds paid by the County.

Section 7. Records & Audit. For the services performed under this Agreement, the Fair Association shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the Fair Association in connection with the services performed under this Agreement.

IF THE FAIR ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FAIR ASSOCIATION'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@co.okaloosa.fl.us.

The Fair Association must comply with the public records laws, Chapter 119, F.S., specifically the City must:

- (A) Keep and maintain public records required by the County to perform the service.
- (B) 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.

(C) 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 Fair Association does not transfer the records to the County.

(D) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Fair Association or keep and maintain public records required by the County to perform the service. If the Fair Association transfers all public records to the public agency upon completion of the contract, the Fair Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Fair Association keeps and maintains public records upon completion of the contract, the Fair Association 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.

The County shall have the right from time to time at its sole expense to audit the compliance by the Fair Association with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

Section 8. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

Section 9. Authority. Each party represents and warrants that it, through its elected board, has the right, power, and authority to execute and deliver this Agreement and to perform all of the obligations stated herein.

Section 10. Notice. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows:

County Administrator
Okaloosa County
1250 Eglin Pkwy N
Suite 102
Shalimar, FL 32579

As to the Fair Association as follows:

Charles W. Rigdon, Registered Agent
Northwest Florida Fair Association, Inc.
1958 Lewis Turner Blvd.
Ft. Walton Beach, FL 32547

Section 11. Entire Agreement. 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.

Section 12. Governing Law and Venue. 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.

Section 13. Construction. The parties acknowledge and agree that this Agreement has been drafted jointly by the parties and that no uncertainty or ambiguity as to the proper application or interpretation of the Agreement or any term herein is to be construed against either party as the drafter of the Agreement.

Section 14. Assignment. This Agreement shall not be assigned except by consent of the parties.

Section 15. Indemnification. The Fair Association shall indemnify and hold harmless the County from and against any and all third party claims, demands, damages, losses, and expenses, including attorney's fees and costs, arising out of this Agreement, except for those claims, demands, damages, losses, and expenses arising out of the other party's negligence, malfeasance, nonfeasance, or misfeasance.

Section 16. Severability. 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.

Section 17. Civil Rights. The Fair Association agrees to 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 Fair Association and subcontractor Associations from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 18. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Fair Association, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Fair Association 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".
- b. Nondiscrimination: The Fair Association, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractor, including procurements of materials and leases of equipment. The Fair Association will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Fair Association for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Fair Association of the Fair Association's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Fair Association will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Fair Association is in the exclusive possession of another who fails or refuses to furnish the information, the Fair Association will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Fair Association's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Fair Association under the Agreement until the Fair Association complies; and/or
 2. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Fair Association will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Fair Association will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Fair Association becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Fair Association may request the County to enter into any litigation to protect the interests of the County. In addition, the Fair Association may request the United States to enter into the litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement.

Northwest Florida Fair Association

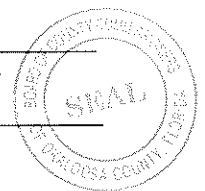
By: Charles W. Rigdon
 Charles W. Rigdon
 Dated: 9.10.19

WITNESS:

By: Annie Holmstrom
 Witness
William J. Abbott
 Witness

BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA

By: Charles K. Windes, Jr.
 Charles K. Windes, Jr., Chairman
 Dated: SEP 17 2019



WITNESS:

By: Mary L. Carson
 Witness
Mary L. Carson
[Signature]
 Witness

Attachment "A"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Fair Association, 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 the Department 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.*).