

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/03/2019

Contract/Lease Control #: C19-2798-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: CITY OF FORT WALTON BEACH

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/26/2019

Expiration Date: 09/30/2019 W/ RENEWALS

Description of Contract/Lease: GULFVIEW WELCOME CENTER STAFFING

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: 750 Tracking Number: 329319  
Procurement/Contractor/Lessee Name: City of Ft. Walton Grant Funded: YES \_\_\_ NO X  
Purpose: interlocal agreement w/ Gulfview Welton Center Staffing  
Date/Term: 9-30-19  
Amount: NO COST  
Department: TOO  
Dept. Monitor Name: Adams

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

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 2-22-19  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

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

Approved as written: NO Federal Grants 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: 2-21-19  
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

## DeRita Mason

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**From:** Greg Stewart  
**Sent:** Friday, February 22, 2019 2:37 PM  
**To:** DeRita Mason; Charlotte Dunworth  
**Subject:** Re: Okaloosa County and City of Fort Walton Beach - Gulfview

DeRita - I was involved in the preparation so it is approved by legal

Gregory T. Stewart  
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.

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**From:** DeRita Mason  
**Sent:** Friday, February 22, 2019 1:25 PM  
**To:** Charlotte Dunworth  
**Cc:** Greg Stewart  
**Subject:** RE: Okaloosa County and City of Fort Walton Beach - Gulfview

Done.

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**From:** Charlotte Dunworth  
**Sent:** Friday, February 22, 2019 1:17 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Greg Stewart <gstewart@myokaloosa.com>  
**Subject:** FW: Okaloosa County and City of Fort Walton Beach - Gulfview

Hi DeRita – please begin contract coordination... thanks!

Have a great day,

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Charlotte Dunworth

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**From:** Stewart, Greg <gstewart@ngn-tally.com>  
**Sent:** Monday, February 18, 2019 11:09 AM  
**To:** Charlotte Dunworth <cdunworth@myokaloosa.com>  
**Subject:** FW: Okaloosa County and City of Fort Walton Beach - Gulfview

On your second proposed change, I couldn't get comfortable with the language so I just let it be renewed for additional fiscal years. Usually we don't want to approve for multiple fiscal years but since we can get out any time, I figured we had enough control

## DeRita Mason

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**From:** Karen Donaldson  
**Sent:** Friday, February 22, 2019 2:45 PM  
**To:** DeRita Mason  
**Subject:** RE: Okaloosa County and City of Fort Walton Beach - Gulfview

DeRita

This is approved 😊

*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)



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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Friday, February 22, 2019 1:26 PM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>; Edith Gibson <[egibson@myokaloosa.com](mailto:egibson@myokaloosa.com)>  
**Subject:** FW: Okaloosa County and City of Fort Walton Beach - Gulfview

Please review and approve the attached.

Thank you,

DeRita

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**From:** Charlotte Dunworth  
**Sent:** Friday, February 22, 2019 1:17 PM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Cc:** Greg Stewart <[gstewart@myokaloosa.com](mailto:gstewart@myokaloosa.com)>  
**Subject:** FW: Okaloosa County and City of Fort Walton Beach - Gulfview

Hi DeRita – please begin contract coordination... thanks!

**INTERLOCAL AGREEMENT FOR  
GULFVIEW WELCOME CENTER STAFFING**

THIS INTERLOCAL 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 CITY OF FORT WALTON BEACH, a Florida municipal corporation (hereinafter referred to as "the City").

**WHEREAS**, the County finds that educating and informing the public is an essential component of promoting the sub-county taxing district as a tourist destination; and

**WHEREAS**, welcome centers meaningfully engage the needs and interests of our visitors; and

**WHEREAS**, the City of Fort Walton Beach's historic Gulfview Hotel is an ideal location to provide such services; and

**WHEREAS**, the County determines it would be in the best interest of its visitors to support the City for the purposes set forth herein.

**NOW, THEREFORE**, acting pursuant to their authority and in consideration of the mutual covenants and agreements of the parties, the County and the City 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. City's Responsibilities.** The City shall provide:

- a. Space as more particularly described in Exhibit A for the exclusive use of the Tourist Development Department (TDD) of the County to house a welcome center for visitors to our area.
- b. Designated parking area for TDD employees working in the welcome center space.
- c. All welcome center space-related infrastructure, utilities, maintenance, and repairs, including but not limited to phone, fiber, power, and heating/cooling.

**Section 3. County's Responsibilities.** The County shall:

- a. Exclusively utilize the space provided for tourist welcome center related activities and not sell any items, goods or service, nor in any way act as a concessionaire.
- b. Staff the welcome center Monday – Friday, 10am – 4pm. Such staffing shall begin within forty-five (45) days of the effective date of this Agreement.
- c. Provide all welcome center space-related office equipment and furnishings, including but not limited to staff computer, telephone, work station, and welcome center displays.
- d. Request permission, in writing, prior to any modification to the welcome center space and, if modified, restore the space to its original condition at the conclusion of this Agreement.

**Section 4. Term.** This Agreement shall be effective upon execution by the County and the City and shall remain in effect through September 30, 2019. This Agreement may be renewed for additional fiscal years (i.e. October – September) with the written agreement of the parties.

CONTRACT#: C19-2798-TDD  
CITY OF FORT WALTON BEACH  
GULFVIEW WELCOME CENTER STAFFING  
EXPIRES: 09/30/2019 W/ RENEWALS

Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

**Section 5. Compensation.** This is a no-cost Agreement. There shall be no transfer of funds between the parties.

**Section 6. Records & Audit.** For the services performed under this Agreement, the City and County 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 City in connection with the services performed under this Agreement.

**IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'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](mailto:riskinfo@co.okaloosa.fl.us).**

**IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
107 MIRACLE STRIP PARKWAY SW  
FORT WALTON BEACH, FLORIDA 32548  
850-833-9509  
[clerk@fwb.org](mailto:clerk@fwb.org)**

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

- a. Keep and maintain public records required by the City/County to perform the service.
- b. Upon request from the City/County's custodian of public records, provide the City/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 City/County does not transfer the records to the City/County.
- d. Upon completion of the contract, transfer, at no cost, to the City/County all public records in possession of the City/County or keep and maintain public records required by the City/County to perform the service. If the City/County transfers all public records to the public agency upon completion of the contract, the City/County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the City/County keeps and maintains public records upon completion of the contract, the City/County 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 City/County shall have the right from time to time at its sole expense to audit the compliance by the City/County 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 7. 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 8. 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 9. 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 City as follows:

City Manager  
City of Fort Walton Beach  
107 Miracle Strip Pkwy SW  
Fort Walton Beach, FL 32548

**Section 10. 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 11. 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 12. 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 13. Assignment.** This Agreement shall not be assigned except by written consent of the parties.

**Section 14. Indemnification.** Subject to the limitations provided in section 768.28, Florida Statutes, and without otherwise waiving sovereign immunity, both parties shall indemnify and hold harmless the other 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 15. 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.

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

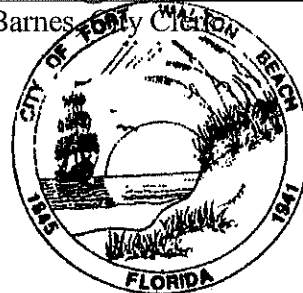
**CITY OF FORT WALTON BEACH**

By: Richard A. Rynearson  
Richard A. Rynearson, Mayor

Dated: February 26, 2019

**ATTEST:**

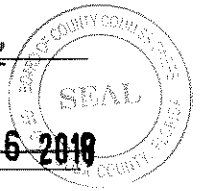
By: Kim M. Barnes  
Kim M. Barnes, City Clerk





**BOARD OF COUNTY COMMISSIONERS OF  
OKALOOSA COUNTY, FLORIDA**

By: Charles K. Windes, Jr.  
Charles K. Windes, Jr., Chairman

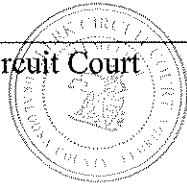


Dated: ~~MAR 26 2010~~ MAR 26 2019

MAR 26 2019

**ATTEST:**

By: J.D. Peacock II  
J.D. Peacock II, Clerk of Circuit Court



**EXHIBIT A**  
**SPACE DIAGRAM**

- 1 GULFVIEW MUSEUM / GIFT SHOP  
MANAGED BY:  
FWB CHAMBER OF COMMERCE  
233 SQUARE FEET
- 2 FWB WELCOME CENTER  
MANAGED BY:  
OKALOOSA COUNTY CONVENTION  
& VISITORS BUREAU (CBB)  
189 SQUARE FEET
- 3 BILLY BOWLEGS PIRATE  
FESTIVAL EXHIBIT  
MANAGED BY:  
WILLIAM AGUSTUS BOWLES  
HISTORICAL FOUNDATION  
566 SQUARE FEET
- 4 CITY OF FWB RECEPTION SPACE  
MANAGED BY:  
CITY OF FORT WALTON BEACH  
428 SQUARE FEET

