

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/17/2021

Contract/Lease Control #: C05-1151-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: WEST FLORIDA REGIONAL PLANNING COUNCIL/DBA
EMERALD COAST REGIONAL COUNCIL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2021

Expiration Date: 09/30/2022

Description of: SMALL QUANTITY HAZMAT ASSESSMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

June 10, 2021
 Emerald Coast Regional Council
 Attn: Austin Mount
 4081 E. Olive Road, Suite A
 Pensacola, FL 32514
 RE: Small Quantity Generator Verification

CONTRACT#: C05-1151-PW
 WEST FLORIDA REGIONAL PLANNING COUNCIL
 DBA EMERALD COAST REGIONAL COUNCIL
 SMALL QUANTITY HAZMAT ASSESSMENT
 EXPIRES: 09/30/2022

Dear Sir:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C05-1151-PW for an additional term. The contract renewal period will be 10-01-2021 to 9-30-2022. The annual budgeted amount for this contract is \$ 13,500.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Jason T. Autrey, P.E.,
 Signature: C.P.M. Digitally signed by Jason T. Autrey, P.E., C.P.M. Date: 2021.06.17 08:57:03 -05'00'

Contractor: Emerald Coast Regional Council

Date: _____
 Approved By: Jeffrey A. Hyde
 (as prescribed below on item 1)

Approved By: [Signature]

Date: 06/17/2021

Approved By: _____
 (as prescribed below on item 1)

Title: Chief Executive Officer

Date: _____

Date: 6-11-21

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/29/2020

Contract/Lease Control #: C05-1151-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: WEST FLORIDA REGIONAL PLANNING COUNCIL DBA
EMERALD COAST REGIONAL COUNCIL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2020

Expiration Date: 09/30/2021 W/RENEWALS

Description of: SMALL QUANTITY HAZMAT ASSESSMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

May 13, 2020
 Emerald Coast Regional Council
 Attn: Austin Mount
 4081 E. Olive Road, Suite A
 Pensacola, FL 32514
 RE: Small Quantity Generator Verification

CONTRACT#: C05-1151-PW
 WEST FLORIDA REGIONAL PLANNING COUNCIL
 DBA EMERALD COAST REGIONAL COUNCIL
 SMALL QUANTITY HAZMAT ASSESSMENT
 EXPIRES: 09/30/2021 W/RENEWALS

Dear Sir:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C05-1151-PW for an additional term. The contract renewal period will be 10-01-2020 to 9-30-2021. The annual budgeted amount for this contract is \$ 13,500.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Signature: Jason T. Autrey
Digitally signed by Jason T. Autrey, P.E., C.P.M. Date: 2020.09.28 14:22:54 -05'00'

Contractor: Emerald Coast Regional Council

Date: _____

Approved By: Jeffrey A. Hyde
Digitally signed by Jeffrey A. Hyde Date: 2020.09.29 09:18:02 -05'00'
 (as prescribed below on item 1)

Approved By: Austin Mount

Date: _____

Approved By: _____
 (as prescribed below on item 1)

Title: CEO

Date: _____

Date: 7-7-20

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970



WESTF-6

QP ID: TM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiles-McLeod Insurance, Inc. PO Box 2747 Pensacola, FL 32513 Chris G. Pate	850-432-9912	CONTACT NAME: Chris G. Pate PHONE (A/C, No, Ext): 850-432-9912 FAX (A/C, No): 850-432-3875 E-MAIL ADDRESS: cpate@hilesmcleod.com
	INSURED West FL Regional Planning Coun P.O. Box 11399 Pensacola, FL 32524	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	ENP0527804	05/01/2019	05/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	ENP0527804	05/01/2019	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may I
Contract # C05-1151-PW Okaloosa County is and additional insured as respects to the General Ai Auto Liability. 30 Days notice of cancellation has been endorsed.

CONTRACT#: C05-1151-PW
WEST FL REGIONAL PLANNING COUNCIL
DBA EMERALD COAST REGIONAL COUNCIL
SMALL QUANTITY HAZMAT ASSESSMENT
EXPIRES: 09/30/2020

CERTIFICATE HOLDER OKALOOB Okaloosa County Board of County Commissioners Purchasing Dept 5479A Old Bethel Rd Crestview, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/27/2020

Contract/Lease Control #: C05-1151-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: WEST FL REGIONAL PLANNING COUNCIL DBA EMERALD
COAST REGIONAL COUNCIL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/24/2019

Expiration Date: 09/30/2020

Description of SMALL QUANTITY HAZMAT ASSESSMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: BCC RECORDS

**Bylaws
of the
WEST FLORIDA REGIONAL PLANNING COUNCIL**

1.1 -NAME.

The official name of the agency shall be the West Florida Regional Planning Council, reorganized as of January 1, 1987, under Chapter 186, Florida Statutes, doing business as (DBA) Emerald Coast Regional Council.

1.2 -PURPOSE.

The Council shall function as the official regional planning council as defined in Chapter 186 of the Florida Statutes, and as the regional planning agency as defined in Chapters 163 and 380, Florida Statutes. The council shall exercise the powers, duties, and function for conducting planning, review and assistance responsibilities, activities and functions enumerated by the legislature and declarations of Chapters 186 and 380 of the Florida Statutes, and another applicable federal, state and local laws.

1.3 -COUNCIL MEMBERSHIP AND APPOINTMENTS, TERMS OF OFFICE, VACANCIES.

The number of representatives on the Board from Counties shall be determined by population with those Counties with less than 150,000 in population having two representatives.

(1) Membership and Appointments.

- a. Escambia, Okaloosa, Santa Rosa and Bay Counties shall each have two voting representatives on the Board appointed by their respective Board of County Commissioners. The voting representative shall be elected officials selected from the individual counties.
- b. Walton, Washington and Holmes Counties shall each have one voting representative on the Board appointed by its respective Board of County Commissioners. The voting representatives shall be elected officials selected from the individual counties.
- c. Two-thirds of the representatives serving as voting members on the Board shall be elected officials appointed by the Cities and Counties. The Governor appoints the remaining one-third of the voting members on the Board.
- d. Any municipality within the jurisdictional boundary of the Council, may be admitted, by receipt of payment, to membership on the Council. Each city government so admitted to membership shall have one voting representative (Board member) to serve on the WFRPC Board appointed by their city council.

(2) Term of Office. Board of members shall serve at the pleasure of the appointing authority.

- (3) Vacancies. Any vacancy shall be filled for the unexpired term in the same manner as the initial appointment.
- (4) Alternates. All member Cities and Counties that have appointed an individual to serve on the Board, may also elect to appoint an Alternate to serve in the event of the Board members absence. Alternates shall be an elected official of the appointing jurisdiction. Alternates shall be a non-voting member and shall not count towards a quorum.
- (5) Absences. It shall be the responsibility of the Board member to inform the Council of any foreseen absences and schedule conflicts in relation to scheduled Board meetings. It shall also be the responsibility of the Board member to ensure their Alternate receives notification of any foreseen absence, to encourage attendance.

1.4 -BOARD OF DIRECTORS.

- (1) There shall be a Board of Directors composed of all voting representatives who have been appointed by member local governments and the governor. The Board shall meet quarterly unless there is no business to be conducted and the Chair cancels the meeting. Special meetings of the Board may be called for any appropriate purpose by the Chair of the Board when a meeting is necessary to conduct business, or when he/she is requested to do so by at least five Board members. Notice of all Board meetings shall be sent to each member at least seven days prior to the meeting. The notice shall state the time and place of the meeting and the business to be transacted. Business transacted at a special meeting shall be confined to the subject stated in the notice. All meetings of the Board shall be open to the public as required by the Florida Sunshine Law, Chapter 286, Florida Statutes.
- (2) A quorum at any meeting shall consist of not less than seven members including one or both of the Chair or Vice Chair, and other Board members. When a quorum has been determined to be present, a majority of those present and voting may act in all matters presented at the meeting. Proxy voting is prohibited. Voting shall be by voice, but a member may have his or her vote recorded in the minutes if the member so desires. The Council shall keep minutes of its proceedings and shall keep records of its official actions, all of which shall be filed in the office of the Council and shall be public record.

1.5 - OFFICES, DUTIES, TERM OF OFFICE

The officers of the Board shall be the Chair and Vice Chair. The duties and responsibilities usually assigned to a Secretary – Treasurer will be assigned to the Council's Chief Executive Officer. The Chair and Vice Chair will be elected annually by the Board at the September meeting. The duties of the Chair and Vice Chair shall be as follows:

- (1) The Chair shall preside at the meetings of the Board. He/She will sign, as authorized by the Board, any contracts or other instruments exceeding \$150,000 which the Board

deems to be in its best interest. He/She shall perform such other duties of the office as may be prescribed by the Board.

(2) The Vice Chair shall assist the Chair in the performance of his/her duties, and either in the absence of the Chair or in the event of the Chair's inability or refusal to act, shall perform the duties of the Chair.

(3) The election of the Executive Committee is outlined in section 1.9 of these rules.

1.6 -CHIEF EXECUTIVE OFFICER

The Board shall be responsible for hiring the Chief Executive Officer of the council. The Chief Executive Officer shall be a permanent full-time exempt employee of the organization and entitled to any and all benefits offered by the Council. Supplemental employment contracts or agreements specifying additional terms, conditions, compensation and benefits may be entered into, upon agreement of both parties, at any time during the duration of employment. In the event of a vacancy, a committee of the Board consisting of the Chair, Vice Chair, Immediate past Chair, and a volunteer member of the Board shall be responsible for soliciting, interviewing, and negotiating terms of employment for a prospective applicant, subject to Board approval.

Timesheets and travel vouchers from the Chief Executive Officer shall be reviewed and approved by the Chief Financial Officer and shall be sent to the Chair on a quarterly basis for review only.

It shall be the responsibility of the Chair, and any additional assigned Board members as determined by the Chair, to conduct an annual performance evaluation of the Chief Executive Officer. Annual performance evaluations are to be completed during the months of August/September in coordination with the annual evaluation cycle of the Council staff. Evaluations and corresponding compensation increases shall be recommended by the Chair to the Board for approval.

1.7 -POWERS.

Within the limits of its sources of revenue, the Council has the following powers per Chapter 186 Florida Statutes (and any amended or successor provisions);

- (1) To adopt rules of procedure for the regulation of its affairs and the conduct of its business and to elect from among its members a chair to serve annually; however, such chair may be subject to reelection.
- (2) To adopt an official name and seal.
- (3) To maintain an office at such place or places within the comprehensive planning district as it may designate.
- (4) To employ and to compensate such personnel, consultants, and technical and professional assistants as it deems necessary to exercise the powers and perform its duties.

- (5) To make an enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers.
- (6) To hold public hearings and sponsor public forums in any pert of the regional area whenever the Council deems it necessary or useful in the execution of its other functions.
- (7) To sue and be sued in its own name.
- (8) To accept and receive, in furtherance of its functions, funds, grants and services from the Federal Government or its agencies; from departments, agencies, and instrumentalities of stat, municipal or local government; or from private or civic sources. The Council shall render, and accounting of the receipt and disbursements of all funds received by it, pursuant to the federal Older Americans Act, to the Legislature no later than March 1 or each year.
- (9) To receive and expend such sums of money as shall be from time to time appropriated for its use by any county or municipality, when approved by the Council, and to act as an agency to receive and expend federal funds for planning.
- (10) To act in an advisory capacity to the constituent local governments in regional, metropolitan, county, and municipal planning matters.
- (11) To cooperate, in the exercise of its planning functions, with federal and state agencies in planning for emergency management under s.252.34, *Florida Statutes* (and any amended so successor provision).
- (12) To fix and collect membership dues, rents, or fees when appropriate.
- (13) To acquire, own, hold in custody operate, maintain, lease, or sell real or personal property.
- (14) To dispose of any property acquired through the execution of an interlocal agreement under s.163.01, *Florida Statues* (and any amended or successor provision).
- (15) To accept gifts, grants, assistance, funds, or bequests.
- (16) To conduct studies of the resources of the region.
- (17) To participate with together governmental agencies, educational institutions, and private organizations in the coordination or conduct of its activities.
- (18) To select and appoint such advisory bodies as the Council may find appropriate for the conduct of its activities.

- (19) To enter into contracts to provide, at cost, such services related to its responsibilities as may be requested by local governments within the region and which the Council finds feasible to perform.
- (20) To provide technical assistance to local governments on growth management matters.
- (21) To perform a coordinating function among other regional entities relating to preparation and assurance of regular review of the strategic regional policy plan, with the entities to be coordinated determined by the topics addressed in the strategic regional policy plan.
- (22) To establish and conduct a cross-acceptance negotiation process with local governments intended to resolve inconsistencies between applicable local and regional plans, with participation by local governments being voluntary.
- (23) To coordinate land development and transportation policies in a manner that fosters region wide transportation systems.
- (24) To review plans of independent transportation authorities and metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government plans.
- (25) To use personnel, consultants, or technical or professional assistants of the Council to help local governments conduct economic development activities with the geographic area covered by the Council.
- (26) To provide consulting services to a private developer or landowner for a project, if not serving in a review capacity in the future, except that statutorily mandated services may be provided by the regional planning council regardless of its review roll.

1.8 **-BUDGET AND FINANCE.**

- (1) **Budget.** The Council staff shall prepare and submit to the Board for approval, an annual Budget at the September meeting.
- (2) **Memberships.**
 - (a) **Fee.** The Board shall establish an annual membership fee or assessment on or prior to the September meeting. The membership fee or assessment to participating governmental units shall be a base fee plus a per capita calculation.
 - (b) **Request.** Annual fees or assessments to members shall be submitted to local governments no later than the last day of December for the upcoming fiscal year.
 - (c) **Payment.** Customized payment plans by local governments are allowed with approval by the Board. A local government that does not remit the assessed amount by December 1 for a current fiscal year, shall lose all voting privileges and no longer be a member.

- (3) Financial Statements. Monthly financial statements accounting for all Council funds shall be made to the Board at regularly held Board meetings.
- (4) Depositories. The Council shall deposit all funds in the local depositories in federally insured accounts, to the extent practicable. Designation of such depositories shall be the responsibility of the Chief Executive Officer of the Council. The Council may maintain checking and savings accounts, and both shall be in the name of the Council. Monies in excess of what would be required to fund the Council's operations for 1 month may be deposited in a savings, money market, CD or other investing account.
- (5) Required Signatures. All checks or withdrawals of funds deposited in the Council's accounts shall require two signatures. Those authorized to sign checks or withdraw funds shall be the Chief Executive Officer, the Chief Financial Officer, the Chief Operations Officer, and any designee as assigned by the CEO.
- (6) Fidelity Bonds. A Fidelity Bond shall be obtained to cover the positions of the Chief Executive Officer, Chief Financial Officer, Chief Operations Officer, Department Managers and fiancé staff. The amount of the bond shall not be less than \$100,00.00.
- (7) Credit Cards. Credit cards in the Council's name may be established and maintained by the Chief Executive Officer and any designee as assigned. Monthly statements (a) must be reviewed by both the Chief Executive Officer and Chief Financial Officer for any and all credit cards in the Council's name and (b) will be paid with Council funds only to the extent approved by both.
- (8) Mail. The Council shall have a post office box, and only the Chief Executive Officer and his/her designees shall have a key to the box.
- (9) Deposits. The Chief Financial Officer or their designee shall be responsible for the preparation of deposits of Council funds. Deposits shall not be made by any person other than the Chief Executive Officer, Chief Financial Officer or their designee.
- (10) Receipts. Receipts shall be issued for all funds received by the Council. A record of all receipts shall be kept by the Chief Executive Officer or his/her designee.
- (11) Contracts, Expenditures and Purchasing of Equipment and Supplies. The purchasing of equipment and supplies for the Council shall be the responsibility of the Chief Executive Officer. The council shall adopt a procurement policy for the purchase of goods and services. Contracts, expenditures and items for purchase in excess of \$150,000.00 shall be approved by the Board. Upon receipt of equipment or supplies, the individual who accepts the order shall sign for it. Before payment is made, the Chief Executive Officer, or Chief Financial Officer or their designee shall sign the bill.

(12) Accounting. It shall be the responsibility of the Chief Financial Officer to maintain a double entry set of books for the Council. An annual audit shall be conducted by a firm employed by the Council.

1.9 -COMMITTEES.

An Executive Committee is created for the purpose of reviewing issues of importance and making recommendations for Council considerations.

The Executive Committee shall have five members: The Chair, Vice Chair, the immediate past Chair, one Board member representing a member County or a member City and a Governor appointee. The Executive Committee member representing a member County or a member City will be elected by the Board at its September meeting, after the election of the Chair and Vice Chair, and should be from local governments other than the governmental bodies represented by the Chair, Vice Chair, the immediate past Chair and the Governor appointee. A Governor appointee serving from the Florida School Board Association may serve as the Governor appointee on this committee. Changes in Executive Committee composition shall take effect on October 1 of each year, coinciding with the election of officers.

The Executive Committee will meet as necessary. The Chair may schedule special Executive Committee meetings for any appropriate purpose. A quorum shall be three (3) Committee members, including the Chair or Vice Chair.

1.10 -PROCEDURE.

Unless otherwise provided herein, meetings will be conducted in accordance with Roberts' Rules of Order Newly Revised in Brief.

1.11 -DISCLOSURE.

All voting members of the Board shall comply with the provisions of Chapter 112, Part III, Florida Statutes, relating to Code of Ethics for Public Officers and Employees, and any amended or successor provisions.

1.12 -AMENDMENTS.

These rules may be amended by a majority vote of the Board provided the notice of proposed changes shall contain a full statement of the proposed amendments. The proposed amendments shall be placed on the next regularly scheduled meeting following the notice. Proposed amendments shall be sent to all Board members at least seven (7) days prior to the meeting at which a vote shall be held.

1.13 -WITHDRAWAL OR DISSOLUTIONS.

(1) Any City or Town may withdraw its membership by resolution duly adopted by its governing body and upon written notice of withdrawal to the Chair of the Board.

Contractual obligations of the withdrawing member shall continue until such obligation has been satisfactorily performed. All property, real or personal, of the Council on the effective date of withdrawal shall remain the property of the Council and the withdrawing member unit shall have no right thereto.

- (2) In the event there is a complete dissolution of the Council, which would involve the disposition of the property of the Council, such property shall be liquidated and, after all debits are paid in full, each unit of the local government who was a member of the Council continuously within the preceding five (5) years shall be entitled to a share of the proceeds proportionate to its contribution during those five (5) years.

1.14 -INFORMATION INQUIRIES.

The principal offices of the Emerald Coast Regional Council will be 36474A Suite 1201, Emerald Coast Parkway, Destin, Florida 32541 and 4081 East Olive Road, Suite A, Pensacola, FL 32514. The office hours shall be set by the Chief Executive Officer. All official forms, publications and documents of the Emerald Coast Regional Council are available for public inspection at the Council's principal office during regular business hours. Persons wishing photocopies may receive same at the prevailing cost per sheet.

Duly passed and adopted by the Emerald Coast Regional Council on this 24th day of September 2019.

BY: Kasey Cuchens DATE: 9/24/19
Kasey Cuchens, Chairwoman

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

9/29/15

CONTRACT # C05-1151-PW
WEST FLORIDA REGIONAL PLANNING COUNCIL
SMALL QUANTITY HAZMAT ASSESSMENT

Contract/Lease Control #:

C05-1151-PW

Bid #:

N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: WEST FL REGIONAL PLANNING COUNCIL

Lessor:

Effective Date: 1/11/2005

Term: EXPIRES 9/30/16 ANNUAL RENEWED IF FUNDING AVIAL *OK*

Description of Contract/Lease: SMALL QTY HAZMAT WASTE ASSESSMENT

Department Manager:

RECYCLING/*Public Works*

Department Monitor:

John Hofstad

Monitor's Telephone #: 651-7394

Monitor's FAX #: 651-7397

Date Closed:



WESTF-6

OP ID: TM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiles-McLeod Insurance, Inc. PO Box 2747 Pensacola, FL 32513 Chris G. Pate	850-432-9912	CONTACT NAME: Chris G. Pate	
		PHONE (A/C, No, Ext): 850-432-9912	FAX (A/C, No): 850-432-3875
		E-MAIL ADDRESS: cpate@hilesmcleod.com	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Cincinnati Insurance Company			10677
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

INSURED
West FL Regional Planning Coun
P.O. Box 11399
Pensacola, FL 32524

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		ENP0527804	05/01/2019	05/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ENP0527804	05/01/2019	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be used)
Contract #C05-1151-PW
Okaloosa County is and additional insured as respects to the General An Auto Liability. 30 Days notice of cancellation has been endorsed.

CONTRACT#: C05-1151-PW
WEST FL REGIONAL PLANNING COUNCIL
SMALL QUANTITY HAZMAT ASSESSMENT
EXPIRES: 09/30/2020

CERTIFICATE HOLDER

CANCELLATION

OKALOOS

Okaloosa County Board of
County Commissioners
Purchasing Dept
5479A Old Bethel Rd
Crestview, FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/07/2019

Contract/Lease Control #: C05-1151-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: WEST FL REGIONAL PLANNING COUNCIL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/27/2010

Expiration Date: 09/30/2020

Description of Contract/Lease: SMALL QUANTITY HAZMAT ASSESSMENT

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



CONTRACT/LEASE RENEWAL FORM

April 11, 2019
West Florida Regional Planning Council
Attn: Austin Mount
4081 E. Olive Road, Suite A
Pensacola, FL 32514
RE: Small Quantity Generator Verification

CONTRACT#: C05-1151-PW
WEST FLORIDA REGIONAL PLANNING COUNCIL
SMALL QUANTITY GENERATOR HAZMAT ASSESSMENT
EXPIRES: 09/30/2020

Dear Sir:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C05-1151-PW for an additional term. The contract renewal period will be 10-01-19 to 9-30-20. The annual budgeted amount for this contract is \$13,500.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director
Signature: _____

Contractor: _____

Date: 4/30/19

Approved By: Jeffrey A. Fields
(as prescribed below on item 1)

Approved By: Austin Mount

Date: 05/09/2019

Approved By: _____
(as prescribed below on item 1)

Title: Executive Director

Date: _____

Date: _____

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09-10-2018

Contract/Lease Control #: C05-1151-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: WEST FL REGIONAL PLANNING COUNCIL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/27/2010

Expiration Date: 09/30/2019

Description of Contract/Lease: SMALL QUANTITY HAZMAT ASSESSMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: Finance Department Contracts & Grants Office



CONTRACT/LEASE RENEWAL FORM

June 21, 2018
West Florida Regional Planning Council
Attn: Austin Mount
4081 E. Olive Road, Suite A
Pensacola, FL 32514
RE: Small Quantity Generator Verification

CONTRACT#: C05-1151-PW
WEST FL REGIONAL PLANNING COUNCIL
SMALL QUANTITY HAZMAT ASSESSMENT
EXPIRES: 09/30/2019

Dear Sir:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C05-1151-PW for an additional term. The contract renewal period will be 10-01-18 to 9-30-19. The annual budgeted amount for this contract is \$13,500.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Signature: [Signature]

Contractor: WFRPC

Date: 9/10/18

Approved By: [Signature] (as prescribed below on item 1)

Approved By: [Signature]

Date: 09/10/2018

Approved By: (as prescribed below on item 1)

Title: Executive Director

Date:

Date: 8-27-18

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
2) Keep a copy of this form for your records.
3) Send original to Purchasing Services Coordinator. If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08-30-2017

Contract/Lease Control #: C05-1151-PW

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: WEST FL REGIONAL PLANNING COUNCIL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/27/2010

Expiration Date: 09/30/2018

Description of Contract/Lease: SMALL QUANTITY HAZMAT ASSESSMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office



CONTRACT/LEASE RENEWAL FORM

August 9, 2017

West Florida Regional Planning Council
Attn: Mr. Austin Mount
4081 E. Olive Road, Suite A
Pensacola, FL 32514

Contract # C05-1151-PW
WEST FL REGIONAL PLANNING COUNCIL
SMALL QUANTITY HAZMAT ASSESSMENT
EXPIRES: 09/30/2018

RE: Small Quantity Generator (SQG) Verification

Dear Sir:

The Okaloosa County Public Works Department agrees to renew the subject contract/lease, #C05-1151-PW for an additional term. The contract renewal period will be October 1, 2017 to September 30, 2018. The annual budgeted amount for this contract is \$13,500.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

Dept. Director
Signature: 
Jason Autrey, Public Works

Approved By: 
Greg Kisela, Purchasing

Approved By: _____

Date: 8/30/17

AUTHORIZED COMPANY REPRESENTATIVE

West Florida Regional Planning Council

Approved By: 
Austin Mount

Title: Executive Director

Date: 8-23-17

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/07/2016

Contract/Lease Control #: C05-1151-PW

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: WEST FLORIDA REGIONAL PLANNING COUNCIL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/27/2010

Expiration Date: 09/30/2017

Description of Contract/Lease: SMALL QUANTITY HAZMAT ASSESSMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA,FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

RENEWAL AND AMENDMENT TO CONTRACT C05-1151-PW
Between Okaloosa County, Florida and West Florida Regional Planning Council
For Preparation of the Small Quantity Hazardous Waste Assessment, Notification and
Verification Program

This Renewal and First Amendment made and entered into this 1st day of November, 2016, hereby renews contract C05-1151-PW, dated August 27, 2010, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter the "County") and West Florida Regional Planning Council, an agency of the State of Florida (hereinafter the "Council").

WHEREAS, on August 27, 2010, the County and the Council entered into its most recent agreement, C05-1151-PW, which provides Small Quantity Hazardous Waste Assessment, Notification and Verification preparation and support; and

WHEREAS, the initial term of C05-1151-PW expired on September 30, 2011, and has been renewed in writing by the parties each year since; and

WHEREAS, the parties now find it in the best interest of the general welfare to renew C05-1151-PW for an additional one (1) year term; and

WHEREAS, the parties which to amend the contract to include insurance requirements; and

WHEREAS, the parties desire to amend the Contract to include language in the Contract pertaining to Public Records as has recently been amended by the Florida Legislature in the 2016 Laws of Florida chapter 20.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew C05-1151-PW as follows:

1. C05-1151-PW is hereby renewed for a period of one (1) year. The contract renewal period shall begin October 1, 2016 and will expire September 30, 2017.

2. C05-1151-PW is hereby amended to include the insurance requirements as defined in Exhibit A, attached hereto and incorporated herein by reference.

2. C05-1151-PW is hereby amended to include the following additional provision:

Public Records

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@co.okaloosa.fl.us.**

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

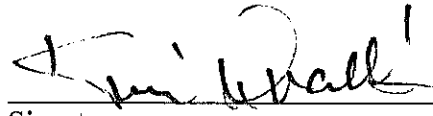
- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not 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 contractor 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 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.

3. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

West Florida Regional Planning Council



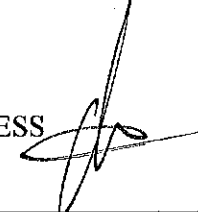
Signature

Kurrin Qualls

Print Name

Date: September 29, 2016

WITNESS



Signature

Austin Mount

Print Name

Okaloosa County, Florida



Zan Fedorak, Purchasing Manager

Date: 11/1/16

EXHIBIT A
INSURANCE REQUIREMENTS

RESPONDENT'S INSURANCE

1. The RESPONDENT shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the RESPONDENT.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the RESPONDENT.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the RESPONDENT, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the RESPONDENT to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of RESPONDENT shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any

associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The RESPONDENT shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the RESPONDENT shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the RESPONDENT himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The RESPONDENT shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The RESPONDENT shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Broad Form Property Damage, and Professional Liability.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the RESPONDENT shall notify the County representative in writing. The RESPONDENT shall purchase additional liability insurance to maintain

the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent’s Liability
 - 4.) Completed Operations and Products Liability

5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$1,000,000 each accident
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000
4. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

PROPERTY INSURANCE

RESPONDENT shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost. Any deductible amount is the responsibility of the RESPONDENT. This insurance shall (1) include as an insured the OWNER, RESPONDENT, ENGINEER, and any others who have an insurable interest, (2) be written on a Builder’s Risk special cause of loss policy form; (3) include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects); (4) cover materials and equipment stored on the site or at another location that was agreed in writing by the OWNER prior to being incorporated in the Work; (5) allow for partial utilization of the work by the OWNER; (6) include testing and start up and, (7) be maintained in effect until final payment is made unless otherwise agreed to in writing by the OWNER, RESPONDENT, and ENGINEER

with thirty (30) days written notice to each other entity to whom a certificate of insurance is issued.

NOTICE OF CLAIMS OR LITIGATION

The RESPONDENT agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the RESPONDENT's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the RESPONDENT becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, RESPONDENT shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the RESPONDENT and other persons employed or utilized by the RESPONDENT in the performance of this contract.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
5479A Old Bethel Road
Crestview, Florida 32536

2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
4. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, RESPONDENTS having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that

RESPONDENT also submits a brief company financial statement.

5. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the RESPONDENT's full responsibility. In particular, the RESPONDENT shall afford full coverage as specified herein to entities listed as Additional Insured.
6. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the RESPONDENT has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
7. In the event of failure of the RESPONDENT to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by RESPONDENT upon presentation of a bill.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the RESPONDENT required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the RESPONDENT of any responsibility under this contract.

Should the RESPONDENT engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The RESPONDENT hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the RESPONDENT under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The RESPONDENT shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.



CONTRACT/LEASE RENEWAL FORM

July 15, 2015

West Florida Regional Planning Council
Attn: Ms. Terry Joseph
4081 E. Olive Road, Suite A
Pensacola, FL 32514

CONTRACT # C05-1151-PW
WEST FLORIDA REGIONAL PLANNING COUNCIL
SMALL QUANTITY HAZMAT ASSESSMENT
EXPIRES: 09/30/2016

RE: Small Quantity Generator (SQG) Verification

Dear Sir:

The Okaloosa County Public Works Department agrees to renew the subject contract/lease, #C05-1151-PW for an additional term. The contract renewal period will be October 1, 2015 to September 30, 2016. The annual budgeted amount for this contract is \$13,500.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

Dept. Director
Signature: [Signature]
Jason Autrey, Public Works 9/29/15

Approved By: [Signature]
Zan Fedorak, Purchasing

Approved By: _____

Date: 9/29/15

AUTHORIZED COMPANY REPRESENTATIVE

West Florida Regional Planning Council
Signature: [Signature]
Thomas Abbott, Chairman

Approved By: _____
Terry Joseph

Title: Executive Director

Date: _____

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

5/7/14

CONTRACT # C05-1151-PW
WEST FLORIDA REGIONAL PLANNING COUNCIL
SMALL QUANTITY HAZMAT ASSESSMENT

Contract/Lease Control #:

C05-1151-PW

Bid #:

N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: WEST FL REGIONAL PLANNING COUNCIL

Lessor:

Effective Date: 1/11/2005

Term: EXPIRES: 9/30/15 ANNUAL RENEWED IF FUNDING AVIAL *a*

Description of Contract/Lease: SMALL QTY HAZMAT WASTE ASSESSMENT

Department Manager: RECYCLING / *Public Works*

Department Monitor: *John Hofstad*

Monitor's Telephone #: 651-7394

Monitor's FAX #: 651-7397

Date Closed:



CONTRACT/LEASE RENEWAL FORM

April 1, 2014

West Florida Regional Planning Council
Attn: Ms Terry A. Joseph
4081 E. Olive Road, Suite A
Pensacola, FL 32514

CONTRACT # C05-1151-PW
WEST FLORIDA REGIONAL PLANNING COUNCIL
SMALL QUANTITY HAZMAT ASSESSMENT
EXPIRES: 09/30/2015

RE: Small Quantity Generator (SQG) Verification

Dear Madame:

The Okaloosa County Public Works Department agrees to renew the subject contract/lease, #C05-1151-PW for an additional term. The contract renewal period will be October 1, 2014 to September 30, 2015. The annual budgeted amount for this contract is \$13,500.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

Dept. Director
Signature: [Signature]
John Hofstad, Public Works

Approved By: [Signature]
Zan Fedorak, Purchasing

Approved By: _____

Date: 5/7/14

AUTHORIZED COMPANY REPRESENTATIVE

West Florida Regional Planning Council
Signature: [Signature]

Approved By: [Signature]
Terry Joseph

Title: Executive Director

Date: 4/21/14

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

12/23/13

CONTRACT # C05-1151-PW
WEST FLORIDA REGIONAL PLANNING COUNCIL
SMALL QUANTITY HAZMAT ASSESSMENT

Contract/Lease Control #:

C05-1151-PW

Bid #:

N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: WEST FL REGIONAL PLANNING COUNCIL

Lessor:

Effective Date: 1/11/2005

Term: EXPIRES: 9/30/14 ANNUAL RENEWED IF FUNDING AVIAL *a*

Description of Contract/Lease: SMALL QTY HAZMAT WASTE ASSESSMENT

Department Manager: RECYCLING / *Public Works*

Department Monitor: *John Hofstad*

Monitor's Telephone #: 651-7394

Monitor's FAX #: 651-7397

Date Closed:



CONTRACT/LEASE RENEWAL FORM

Date: July 16, 2013

West Florida Regional Planning Council
Attn: Ms Terry A. Joseph
4081 E. Olive Road, Suite A
Pensacola, FL 32514

CONTRACT # C05-1151-PW
WEST FLORIDA REGIONAL PLANNING COUNCIL
SMALL QUANTITY HAZMAT ASSESSMENT
EXPIRES: 09/30/2014

RE: Small Quantity Generator (SQG) Verification


Dear Madame:

The Okaloosa County Public Works Department agrees to renew the subject contract/lease, #C05-1151-PW for an additional term. The contract renewal period will be October 1, 2013 to September 30, 2014. The annual budgeted amount for this contract is \$13,500.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

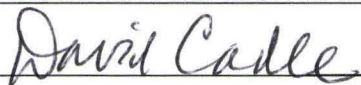
Dept. Director
Signature: 
John Hofstad, Public Works


Approved By: 
Richard Brannon, Purchasing

Approved By: _____

Date: _____

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: 

Approved By: 

Title: Executive Director

Date: _____

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

8/22/12

CONTRACT # C05-1151-PW
WEST FLORIDA REGIONAL PLANNING COUNCIL
SMALL QUANTITY HAZMAT ASSESSMENT

Contract/Lease Control #:

C05-1151

Bid #:

N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: WEST FL REGIONAL PLANNING COUNCIL

Lessor:

Effective Date: 1/11/2005

Term: EXPIRES: *9/30/13* ANNUAL RENEWED IF FUNDING AVIAL *a*

Description of Contract/Lease: SMALL QTY HAZMAT WASTE ASSESSMENT

Department Manager:

RECYCLING / *Public Works*

Department Monitor:

John Hofstad

Monitor's Telephone #: 651-7394

Monitor's FAX #: 651-7397

Date Closed:



Board of County Commissioners Purchasing Department

State of Florida

August 11, 2012

CONTRACT/LEASE RENEWAL FORM

West Florida Regional Planning Council
Attn: Ms. Terry A. Joseph
4081 E. Olive Road, Suite A
Pensacola, FL 32514

CONTRACT # C05-1151-PW
WEST FLORIDA REGIONAL PLANNING COUNCIL
SMALL QUANTITY HAZMAT ASSESSMENT
EXPIRES: 09/30/2013

RE: Small Quantity Generator (SQG) Verification

Dear Madame:

The Okaloosa County Public Works Department wishes to renew the subject contract/lease, # C05-1151-PW for an additional term. The contract renewal period will be Oct 1, 2012 to Sep 30, 2013.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable) to Jim Reece, Okaloosa County Recycling Office, 84 Ready Avenue, Fort Walton Beach, FL 32548.

COUNTY REPRESENTATIVE

Dept./Director: Public Works

Approved By: [Signature]

Print Name: John Hofstad

Title: Director

Date: 8/21/12

AUTHOURIZED COMPANY REPRESENTATIVE

Contractor: West Florida Regional Planning Council

Approved By: [Signature]

Print Name: Grady Hester

Title: Chairman

Date: 8/13/12

County Department Instructions:

- 1) Obtain signatures from Department Director and authorized Company Representative. (Purchasing Director, County Administrator or BCC Chairman, if necessary) Make sure the company provides a current Certificate of Insurance. (If applicable)
- 2) Keep a copy of this form for your records.
- 3) Send original to; Jack Allen, Purchasing Services Manager.

If you have any questions please contact Jack Allen at 850-689-5960, Fax-850-689-5998, e-mail: jallen@co.okaloosa.fl.us



Board of County Commissioners Purchasing Department

State of Florida

CONTRACT # C05-1151-PW
WEST FLORIDA REGIONAL PLANNING COUNCIL
SMALL QUANTITY HAZMAT ASSESSMENT
EXPIRES: 09/30/2012

August 12, 2011

CONTRACT/LEASE RENEWAL FORM

West Florida Regional Planning Council
Attn: Ms. Terry A. Joseph
4081 E. Olive Road, Suite A
Pensacola, FL 32514

RE: Small Quantity Generator (SQG) Verification

Dear Madame:

The Okaloosa County Public Works Department wishes to renew the subject contract/lease, # C05-1151-PW for an additional term. The contract renewal period will be Oct 1, 2011 to Sep 30, 2012.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable) to Jim Reece, Okaloosa County Recycling Office, 84 Ready Avenue, Fort Walton Beach, FL 32548.

COUNTY REPRESENTATIVE

Dept./Director: Public Works

Approved By: [Signature]

Print Name: John Hofstad

Title: Director

Date: 8/29/11

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: West Florida Regional Planning Council

Approved By: [Signature]

Print Name: Terry Joseph J.D. Smith

Title: Executive Director Chairman

Date: 8/15/11

County Department Instructions:

- 1) Obtain signatures from Department Director and authorized Company Representative. (Purchasing Director, County Administrator or BCC Chairman, if necessary) Make sure the company provides a current Certificate of Insurance. (If applicable)
- 2) Keep a copy of this form for your records.
- 3) Send original to; Jack Allen, Purchasing Services Manager.

If you have any questions please contact Jack Allen at 850-689-5960, Fax-850-689-5998, e-mail: jallen@co.okaloosa.fl.us

AGREEMENT

BETWEEN

OKALOOSA COUNTY, FLORIDA

AND

THE WEST FLORIDA REGIONAL PLANNING COUNCIL

This Agreement is entered into on August 27, 2010, by the **Okaloosa County, Florida**, (hereinafter referred to as the "County"), a municipal corporation of the State of Florida with the address of 1804 Lewis Turner Blvd., Suite 100, Fort Walton Beach, FL 32547, and the **West Florida Regional Planning Council** (hereinafter referred to as the "Council"), an agency of the State of Florida with the address of Post Office Box 11399, Pensacola, Florida 32524-1399. The purpose of this Agreement is to provide the basis under which the County and the Council agree to cooperate in preparing the Small Quantity Hazardous Waste Assessment, Notification and Verification program (hereinafter called the SQG Program) consistent with Florida Statutes Chapter 403.7226.

WHEREAS, the parties to this Agreement believe it is in the public interest that the County and the Council cooperatively seek to undertake, perform and complete the inspections and reports on local businesses generating hazardous waste as required by state regulations;

WHEREAS, the County has determined that this Agreement is the most cost-effective method for the County to procure the services required to complete the inspections and reports in accordance with state regulations;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Town and Council agree as follows:

1.00 SCOPE OF SERVICES

1.01 The Council shall provide the Required Services identified in Attachment A.

1.02 Required Services shall be made pursuant to and as required by the Florida Department of Environmental Protection specified under Chapter 403.7226 F.S.

2.00 SCHEDULES AND TIME CONSTRAINTS

2.01 This Agreement shall be effective when signed by both County and Council and shall remain in effect until September 30, 2011, unless (i) a party terminates this Agreement without cause prior to such end date pursuant to Section 8.01 or (ii) a party terminates this Agreement with Cause prior to such end date pursuant to Section 8.02.

2.02 In regard to Required Services, the Council shall provide the County with project deliverables in a timely manner pursuant to their required due dates.

2.03 The County shall promptly respond to Council's reasonable requests for information in order to allow the Council to perform the agreed Scope of Services in a timely manner.

3.00 COMPENSATION

3.01 The Council will perform the Required Services described in Attachment A for the cost of \$13,500.00.

3.02 If either the Council or the County terminates this Agreement, the Council shall determine the unbilled amount of work performed up to and including the date of termination and will issue a final invoice for (i) such unbilled work, based on the amounts and rates provided in Attachment A, and (ii) all amounts previously billed and unpaid.

3.03 Additional work hours, tasks, duties or other costs not associated with the Required Services but offered as Optional Services listed on Attachment A shall be billed at the amounts and rates as provided on Attachment A. These Optional Service fees are in addition to the fee amounts in section 3.01 for Required Services and shall not be pro-rated or combined with the fees for Required Services.

4.00 METHOD OF PAYMENT

The parties will adhere to the following procedures concerning payment for Council's services under this Agreement:

4.01 Determination of the amounts payable to the Council shall be as stated in Section 3.00 and Attachment A of this Agreement.

4.02 The invoice will be signed by the Executive Director of the Council as to its correctness.

4.03 The invoice will be accompanied by a progress report and such other documentation as may reasonably be required by the County.

4.04 County's payment to the Council must be made within thirty (30) days after the County's receipt of a properly filed and correct invoice.

4.05 The County may withhold payment until questions of accuracy and correctness are cleared up to its reasonable satisfaction.

5.00 WORK PRODUCTS

5.01 The Council shall provide the materials required to perform the Required Services listed on Attachment A. Data and materials provided to the Council by the County remain the property of the County and shall be returned to the County upon termination of this Agreement or within thirty (30) days after County's written notice requesting the return of information. All other data and materials gathered, compiled or prepared by the Council are property of the Council and shall not be subject to disclosure to the County or other persons or entities, except to the extent required by law.

5.02 The parties acknowledge that this Agreement and related documents may be subject to disclosure pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to comply with Chapter 119, Florida Statutes, the other party may provide such documents as required by Chapter 119, Florida Statutes.

6.00 COOPERATION

6.01 The following individuals shall be the primary contact persons under this Agreement:

Okaloosa County – Mr. Jim Reece, Okaloosa County Recycling Department, 84 Ready Avenue, Fort Walton Beach, FL 32548, (850) 651-7395, jreece@co.okaloos.fl.us.

West Florida Regional Planning Council – Mr. John Gallagher, Director, Comprehensive Planning, Post Office Box 11399, Pensacola, Florida 32524-1399, (850) 332-7976, ext. 206, John.Gallagher@wfrpc.org.

7.00 HOLD HARMLESS

7.01 County and Council and their respective elected officials, representatives, employees, agents and officers shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The Council and the County agree to be fully responsible for their own acts or omissions which result in claims or suits and agree to indemnify and hold the other party harmless for such acts or omissions. However, Council shall not be obligated to indemnify or hold County (or its elected officials, representatives, employees, agents and officers) harmless from and against any claim, demand, cost and damages relating in any manner to erroneous information provided by the County, its elected officials, representatives, employees, agents and officers.

7.02 The County shall indemnify and hold the Council (and its elected officials, representatives, employees, agents and officers) harmless for all claims, demands, costs and damages, including attorneys' fees, in connection with the County's methods and manner of implementation of Council's recommendations, designs or interpretations. In addition, County shall indemnify and hold Council (and its elected officials, representatives, employees, agents and officers) harmless from and against all claims, demands, costs and damages, including attorneys' fees, relating in any manner to erroneous information provided by the County, its elected officials, representatives, employees, agents and officers.

8.00 TERMINATION

8.01 Termination Without Cause. This Agreement may be terminated without cause by either the County or the Council, by giving written notice to the other party sixty (60) calendar days before such termination. Unless otherwise mutually agreed to in writing, the Council shall continue to perform its services during the sixty-day period preceding termination. Council shall be entitled to payment for services performed and expenses incurred through the date of termination, as well as a fee of \$ 0.00 (the "Termination Fee").

8.02 Termination for Cause. If either County or Council believes that an event has occurred that is described in Section 8.03 as "Cause," it shall provide the other party with written notice thereof (the "Cause Notice"). Upon receipt of a written assertion of the Cause Notice, the party in receipt of such notice shall have 15 calendar days after the receipt of the Cause Notice (the "Cure Period") to cure the

asserted Cause. If the Cure Period expires without the curing of the Cause asserted for termination, the party alleging the occurrence of Cause shall notify the other party in writing of the failure to cure the asserted Cause and the termination of this Agreement (the "Termination Notice"). This Agreement shall terminate immediately upon the receipt of a Termination Notice by either party, unless otherwise mutually agreed upon in writing. Upon receipt of a Termination Notice, the Council shall cease all performance under this Agreement. At that time, the Council shall be entitled to payment for services performed and expenses incurred as of the receipt of the Termination Notice, as well as a fee of \$ 0.00 (the "Termination Fee").

8.03 "Cause" shall be defined as follows:

- a) County's non-payment of a correct invoice after ninety (90) days;
- b) The Council's noncompliance with the nondiscrimination provisions of this Agreement;
- c) Either party fails to comply with the requirements of Chapter 119, Florida Statutes, regarding the provision of public records;
- d) The provision of the Scope of Services becomes illegal, impractical or impossible through no fault of the Council or the County; or
- e) A material breach of this Agreement by either party.

8.04 Upon receipt of any termination notice, with or without cause, under this Section 8, the Council shall have the right to send an invoice to the County with a non-binding estimate of fees and costs expected to be incurred by the Council through the date of termination, without prejudice to any invoice later submitted should actual charges differ from the estimated amounts. County must submit any objection to this non-binding estimate to the Council in writing within ten (10) days of the County's receipt of such estimate.

9.00 SUPPLEMENTAL AND PRIOR AGREEMENTS

9.01 It is understood and agreed that no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the signed written agreement of the County and the Council, anything to the contrary in this Agreement notwithstanding.

9.02 This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to matters contained herein, and no deviations from this Agreement shall be predicated upon any prior representations of either party, whether oral or written.

10.00 MODIFICATION

10.01 This Agreement may only be modified, amended or altered by the mutual written consent of both parties in a document executed with the same formality as this Agreement.

11.00 AUDIT AND INSPECTION

11.01 To the extent relevant to the development of the SQG data and reports, the Council shall permit the County to inspect Council's payroll records, invoices, expense reports and other relevant financial data, and to audit the relevant books, records and accounts of the Council. The Council is audited on an annual basis by an independent accounting firm and by the State of Florida and federal agencies. Such reports shall be made available to the County upon written request.

11.02 Council shall maintain records of costs incurred under this Agreement for three (3) years and shall make the same available to the County upon written request.

12.00 NONDISCRIMINATION

12.01 The Council shall comply with federal regulations relative to nondiscrimination in federally assisted programs.

12.02 The Council will not discriminate on the grounds of race, color, religion, sex, age, handicap, marital status or national origin. The filing of a complaint of discrimination against the Council shall not be considered an act of discrimination until a final adjudication of discrimination has been made by a court of law.

12.03 The Council will provide all information and reports required by federal nondiscrimination regulations, or orders and instructions issued pursuant thereto, and will permit access to its records, accounts, other sources of information, and its facilities as may be relevant to ascertain compliance with such regulations, orders and instructions. Where any information required of the Council is in the

exclusive possession of another who fails or refuses to furnish this information, the Council shall certify to the County and shall set forth what efforts Council has made to obtain this information.

13.00 GOVERNING LAW

13.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and exclusive venue of all disputes (if any) shall be in the Okaloosa County, State of Florida.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the County and the Council, do hereby enter into this Agreement.

OKALOOSA COUNTY


WEST FLORIDA REGIONAL PLANNING COUNCIL



Richard L. Brannon, Purchasing Director

08-26-10

DATE

By: 
Chair, West Florida Regional Planning Council

ATTACHMENT A
Scope of Services
to Conduct the
Okaloosa County Small Quantity Generator
Assessment, Notification and Verification Program for 2011

West Florida Regional Planning Council will provide the following services for Okaloosa County to meet the requirements of Florida Statutes Chapter 403.7226.

1. Update and maintain the SQG Data Management System software with updated and accurate information on potential and active hazardous waste generators in Okaloosa County. Utilize occupational license records, telephone directories, and tangible personal property records to identify the businesses, non-profits, and governmental entities that may produce, use, store, or otherwise have in their possession hazardous wastes and used oil products as defined by the Resource Conservation and Recovery Act (RCRA).

Survey a minimum of 20% of the total number of known hazardous waste generators (active and potential).
2. Provide information to business owners, non-profit organizations, and governmental facilities that help them to comply with hazardous waste regulations in a non-enforcement and advisory atmosphere. Information provided shall be from known, reliable and accurate sources. Additional information on Pollution Prevention may be provided as appropriate. NOTE: The SQG Program is a non-enforcement program.
3. Notify the County Administrative Supervisor of any major hazardous waste violations that may be an imminent threat to public health, ground or surface waters, or fire/life safety and provide recommendations to the County as to courses of action that may be pursued.
4. Transmit all completed data to the Florida Department of Environmental Protection, Bureau of Solid and Hazardous Waste, per statutory requirements, by June 30, 2011.
5. Provide a written report on the progress of the SQG program in the county, along with a digital copy of the report in Adobe Acrobat PDF format, or other common software format per request, upon completion of the verification process.

AGREEMENT

BETWEEN

OKALOOSA COUNTY, FLORIDA

AND

THE WEST FLORIDA REGIONAL PLANNING COUNCIL

This Agreement is entered into on September 10, 2009, by the **Okaloosa County, Florida**, (hereinafter referred to as the "County"), a municipal corporation of the State of Florida with the address of 1804 Lewis Turner Blvd., Suite 100, Fort Walton Beach, FL 32547, and the **West Florida Regional Planning Council** (hereinafter referred to as the "Council"), an agency of the State of Florida with the address of Post Office Box 11399, Pensacola, Florida 32524-1399. The purpose of this Agreement is to provide the basis under which the County and the Council agree to cooperate in preparing the Small Quantity Hazardous Waste Assessment, Notification and Verification program (hereinafter called the SQG Program) consistent with Florida Statutes Chapter 403.7226.

WHEREAS, the parties to this Agreement believe it is in the public interest that the County and the Council cooperatively seek to undertake, perform and complete the inspections and reports on local businesses generating hazardous waste as required by state regulations;

WHEREAS, the County has determined that this Agreement is the most cost-effective method for the County to procure the services required to complete the inspections and reports in accordance with state regulations;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Town and Council agree as follows:

1.00 SCOPE OF SERVICES

1.01 The Council shall provide the Required Services identified in Attachment A.

1.02 Required Services shall be made pursuant to and as required by the Florida Department of Environmental Protection specified under Chapter 403.7226 F.S.

2.00 SCHEDULES AND TIME CONSTRAINTS

2.01 This Agreement shall be effective when signed by both County and Council and shall remain in effect until September 30, 2010, unless (i) a party terminates this Agreement without cause prior to such end date pursuant to Section 8.01 or (ii) a party terminates this Agreement with Cause prior to such end date pursuant to Section 8.02.

2.02 In regard to Required Services, the Council shall provide the County with project deliverables in a timely manner pursuant to their required due dates.

2.03 The County shall promptly respond to Council's reasonable requests for information in order to allow the Council to perform the agreed Scope of Services in a timely manner.

3.00 COMPENSATION

3.01 The Council will perform the Required Services described in Attachment A for the cost of \$13,500.00.

3.02 If either the Council or the County terminates this Agreement, the Council shall determine the unbilled amount of work performed up to and including the date of termination and will issue a final invoice for (i) such unbilled work, based on the amounts and rates provided in Attachment A, and (ii) all amounts previously billed and unpaid.

3.03 Additional work hours, tasks, duties or other costs not associated with the Required Services but offered as Optional Services listed on Attachment A shall be billed at the amounts and rates as provided on Attachment A. These Optional Service fees are in addition to the fee amounts in section 3.01 for Required Services and shall not be pro-rated or combined with the fees for Required Services.

4.00 METHOD OF PAYMENT

The parties will adhere to the following procedures concerning payment for Council's services under this Agreement:

4.01 Determination of the amounts payable to the Council shall be as stated in Section 3.00 and Attachment A of this Agreement.

4.02 The invoice will be signed by the Executive Director of the Council as to its correctness.

4.03 The invoice will be accompanied by a progress report and such other documentation as may reasonably be required by the County.

4.04 County's payment to the Council must be made within thirty (30) days after the County's receipt of a properly filed and correct invoice.

4.05 The County may withhold payment until questions of accuracy and correctness are cleared up to its reasonable satisfaction.

5.00 WORK PRODUCTS

5.01 The Council shall provide the materials required to perform the Required Services listed on Attachment A. Data and materials provided to the Council by the County remain the property of the County and shall be returned to the County upon termination of this Agreement or within thirty (30) days after County's written notice requesting the return of information. All other data and materials gathered, compiled or prepared by the Council are property of the Council and shall not be subject to disclosure to the County or other persons or entities, except to the extent required by law.

5.02 The parties acknowledge that this Agreement and related documents may be subject to disclosure pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to comply with Chapter 119, Florida Statutes, the other party may provide such documents as required by Chapter 119, Florida Statutes.

6.00 COOPERATION

6.01 The following individuals shall be the primary contact persons under this Agreement:

Okaloosa County – Mr. Jim Reece, Okaloosa County Recycling Department, 84 Ready Avenue, Fort Walton Beach, FL 32548, (850) 651-7395, jreece@co.okaloos.fl.us.

West Florida Regional Planning Council – Mr. John Gallagher, Director, Comprehensive Planning, Post Office Box 11399, Pensacola, Florida 32524-1399, (850) 332-7976, ext. 206, John.Gallagher@wfrpc.org.

7.00 HOLD HARMLESS

7.01 County and Council and their respective elected officials, representatives, employees, agents and officers shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The Council and the County agree to be fully responsible for their own acts or omissions which result in claims or suits and agree to indemnify and hold the other party harmless for such acts or omissions. However, Council shall not be obligated to indemnify or hold County (or its elected officials, representatives, employees, agents and officers) harmless from and against any claim, demand, cost and damages relating in any manner to erroneous information provided by the County, its elected officials, representatives, employees, agents and officers.

7.02 The County shall indemnify and hold the Council (and its elected officials, representatives, employees, agents and officers) harmless for all claims, demands, costs and damages, including attorneys' fees, in connection with the County's methods and manner of implementation of Council's recommendations, designs or interpretations. In addition, County shall indemnify and hold Council (and its elected officials, representatives, employees, agents and officers) harmless from and against all claims, demands, costs and damages, including attorneys' fees, relating in any manner to erroneous information provided by the County, its elected officials, representatives, employees, agents and officers.

8.00 TERMINATION

8.01 Termination Without Cause. This Agreement may be terminated without cause by either the County or the Council, by giving written notice to the other party sixty (60) calendar days before such termination. Unless otherwise mutually agreed to in writing, the Council shall continue to perform its services during the sixty-day period preceding termination. Council shall be entitled to payment for services performed and expenses incurred through the date of termination, as well as a fee of \$ 0.00 (the "Termination Fee").

8.02 Termination for Cause. If either County or Council believes that an event has occurred that is described in Section 8.03 as "Cause," it shall provide the other party with written notice thereof (the "Cause Notice"). Upon receipt of a written assertion of the Cause Notice, the party in receipt of such notice shall have 15 calendar days after the receipt of the Cause Notice (the "Cure Period") to cure the

asserted Cause. If the Cure Period expires without the curing of the Cause asserted for termination, the party alleging the occurrence of Cause shall notify the other party in writing of the failure to cure the asserted Cause and the termination of this Agreement (the "Termination Notice"). This Agreement shall terminate immediately upon the receipt of a Termination Notice by either party, unless otherwise mutually agreed upon in writing. Upon receipt of a Termination Notice, the Council shall cease all performance under this Agreement. At that time, the Council shall be entitled to payment for services performed and expenses incurred as of the receipt of the Termination Notice, as well as a fee of \$ 0.00 (the "Termination Fee").

8.03 "Cause" shall be defined as follows:

- a) County's non-payment of a correct invoice after ninety (90) days;
- b) The Council's noncompliance with the nondiscrimination provisions of this Agreement;
- c) Either party fails to comply with the requirements of Chapter 119, Florida Statutes, regarding the provision of public records;
- d) The provision of the Scope of Services becomes illegal, impractical or impossible through no fault of the Council or the County; or
- e) A material breach of this Agreement by either party.

8.04 Upon receipt of any termination notice, with or without cause, under this Section 8, the Council shall have the right to send an invoice to the County with a non-binding estimate of fees and costs expected to be incurred by the Council through the date of termination, without prejudice to any invoice later submitted should actual charges differ from the estimated amounts. County must submit any objection to this non-binding estimate to the Council in writing within ten (10) days of the County's receipt of such estimate.

9.00 SUPPLEMENTAL AND PRIOR AGREEMENTS

9.01 It is understood and agreed that no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the signed written agreement of the County and the Council, anything to the contrary in this Agreement notwithstanding.

9.02 This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to matters contained herein, and no deviations from this Agreement shall be predicated upon any prior representations of either party, whether oral or written.

10.00 MODIFICATION

10.01 This Agreement may only be modified, amended or altered by the mutual written consent of both parties in a document executed with the same formality as this Agreement.

11.00 AUDIT AND INSPECTION

11.01 To the extent relevant to the development of the SQG data and reports, the Council shall permit the County to inspect Council's payroll records, invoices, expense reports and other relevant financial data, and to audit the relevant books, records and accounts of the Council. The Council is audited on an annual basis by an independent accounting firm and by the State of Florida and federal agencies. Such reports shall be made available to the County upon written request.

11.02 Council shall maintain records of costs incurred under this Agreement for three (3) years and shall make the same available to the County upon written request.

12.00 NONDISCRIMINATION

12.01 The Council shall comply with federal regulations relative to nondiscrimination in federally assisted programs.

12.02 The Council will not discriminate on the grounds of race, color, religion, sex, age, handicap, marital status or national origin. The filing of a complaint of discrimination against the Council shall not be considered an act of discrimination until a final adjudication of discrimination has been made by a court of law.

12.03 The Council will provide all information and reports required by federal nondiscrimination regulations, or orders and instructions issued pursuant thereto, and will permit access to its records, accounts, other sources of information, and its facilities as may be relevant to ascertain compliance with such regulations, orders and instructions. Where any information required of the Council is in the

exclusive possession of another who fails or refuses to furnish this information, the Council shall certify to the County and shall set forth what efforts Council has made to obtain this information.

13.00 GOVERNING LAW

13.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and exclusive venue of all disputes (if any) shall be in the Okaloosa County, State of Florida.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the County and the Council, do hereby enter into this Agreement.

OKALOOSA COUNTY

WEST FLORIDA REGIONAL PLANNING COUNCIL

By:

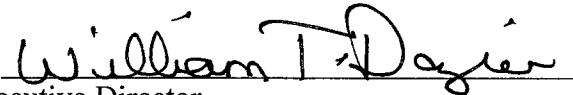


Richard L. Brannon, PURCHASING DIRECTOR

09-10-09

DATE

By:



Executive Director

ATTACHMENT A
Scope of Services
to Conduct the
Okaloosa County Small Quantity Generator
Assessment, Notification and Verification Program for 2010

West Florida Regional Planning Council will provide the following services for Okaloosa County to meet the requirements of Florida Statutes Chapter 403.7226.

1. Update and maintain the SQG Data Management System software with updated and accurate information on potential and active hazardous waste generators in Okaloosa County. Utilize occupational license records, telephone directories, and tangible personal property records to identify the businesses, non-profits, and governmental entities that may produce, use, store, or otherwise have in their possession hazardous wastes and used oil products as defined by the Resource Conservation and Recovery Act (RCRA).

Survey a minimum of 20% of the total number of known hazardous waste generators (active and potential).

2. Provide information to business owners, non-profit organizations, and governmental facilities that help them to comply with hazardous waste regulations in a non-enforcement and advisory atmosphere. Information provided shall be from known, reliable and accurate sources. Additional information on Pollution Prevention may be provided as appropriate. NOTE: The SQG Program is a non-enforcement program.
3. Notify the County Administrative Supervisor of any major hazardous waste violations that may be an imminent threat to public health, ground or surface waters, or fire/life safety and provide recommendations to the County as to courses of action that may be pursued.
4. Transmit all completed data to the Florida Department of Environmental Protection, Bureau of Solid and Hazardous Waste, per statutory requirements, by June 30, 2010.
5. Provide six copies of a written report on the progress of the SQG program in the county, a digital copy of the report in Adobe Acrobat PDF format or other common software format per request, and the data records in Data Base Format (DBF) upon completion of the verification process.