

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/21/2023

Contract/Lease Control #: C24-3925-TDD

Procurement#: N/A

Contract/Lease Type: CONTRACT-AGREEMENT

Award To/Lessee: PANAMA CITY BEACH CONVENTION & VISITORS BUREAU &
WALTON COUNTY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/21/2023

Expiration Date: 11/21/2026 W/ YEARLY RENEWALS

Description of: DEEP STIM III

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed: _____

CC: BCC RECORDS

**MEMORANDUM OF AGREEMENT BETWEEN PANAMA CITY BEACH
CONVENTION AND VISITORS BUREAU, INC., OKALOOSA COUNTY AND
WALTON COUNTY FOR A TRI-COUNTY ARTIFICIAL REEF**

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement") made this 21st day of ~~November~~, 2023, by and between PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC., a Florida not-for-profit, 501(c)(6) qualified corporation and component unit of Bay County, Florida, for financial reporting purposes ("CVB"), OKALOOSA COUNTY, a political subdivision of the state of Florida by and through its County Commission ("OKALOOSA COUNTY"), and WALTON COUNTY, a political subdivision of the state of Florida by and through its County Commission ("WALTON COUNTY") (collectively, CVB, OKALOOSA COUNTY, and WALTON COUNTY will hereinafter be referred to as the "Parties." Each may individually be referred to as a "Party").

WITNESSETH

WHEREAS, the parties agree that the creation of artificial reefs in the region creates a habitat and benefits the local marine life; and

WHEREAS, the parties further agree that the creation of artificial reefs in the region helps to further promote tourism; and

WHEREAS, the creation of artificial reefs creates a stewardship of the area and is of benefit to both divers and fisherman alike; and

WHEREAS, the parties have an opportunity to partner to create a Tri-County Artificial Reef by purchasing and sinking a 240 ft Oil Exploration Vessel to be deployed 22 miles from the Okaloosa County pass and 26 miles from the Panama City pass; and

WHEREAS, the parties find it in the best interest of each party and the public to share resources and funds and create a Tri-County Artificial Reef.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, promises, and agreements contained herein, the parties enter into this Agreement as follows:

I. **RECITALS.** The above recitals are incorporated herein.

II. **PURPOSE.** The purpose of this Agreement is to establish the obligations of each party with the goal of creating a Tri-County Artificial Reef. The parties agree that the approximate location of the reef shall be as depicted on the map attached hereto as Attachment "A" and incorporated herein. The proposed deployment location is as follows: 30.0789°N, -86.2930°W. The creation of the Tri-County Artificial Reef shall be through the purchase, cleaning and sinking of a 240-foot Oil Exploration Vessel known as the Deep Stim III ("Vessel") and Owned by Tri-Native Contractors, Inc. The purchase, preparation, transport, and deployment price of the vessel is \$750,000.00, the cost of which shall be split equally by the parties.

WALTON COUNTY

Melinda Gates, Environmental Coordinator
117 Montgomery Circle
Defuniak Springs, FL 32435
(850) 892-8108
GatMelinda@co.walton.fl.us

VIII. RECORDS AND REPORTING.

a. Each party shall be responsible for its own records.

b. Each party shall make any and all public records related to the scope of this Agreement available, free of charge, to the other parties under this Agreement during regular business hours upon request.

c. No party shall assume any responsibility for the other entity's failure to respond, timely, or at all, to a public records request. A request upon one entity, shall not be deemed to be a request on the other entity.

d. Any agreements with contractors for the services to be performed under this Agreement shall have the public records statement as required under section 119.0701, Florida Statutes.

IX. ENTIRE AGREEMENT. It is understood that this Agreement shall constitute the entire agreement between CVB, OKALOOSA COUNTY, and WALTON COUNTY with respect to the matters discussed herein and shall not be altered, amended, or revised except in writing signed by authorized representatives of each of the counties. The provisions of this Agreement supersede all prior oral or written contracts, communications, and understandings between the parties with respect to the subject matters contained herein.

X. AMENDMENTS. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by all parties and executed by all parties.

XI. ASSIGNMENT. This Agreement shall not be assigned in whole or in part by any party.

XII. TERM. The Term of this Agreement shall begin from the date that the Agreement is fully executed by all parties and will continue for a period of three (3) years from the effective date. The Agreement may be renewed for continuous one (1) year terms upon the mutual agreement of all parties.

XIII. TERMINATION OF AGREEMENT. This Agreement may be terminated by any party without cause upon sixty (60) days written notice to the other parties.

XXI. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express, law, then the remainder of this Agreement shall remain in full force and effect.

XXII. CONSTRUCTION. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

XXIII. WAIVER. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

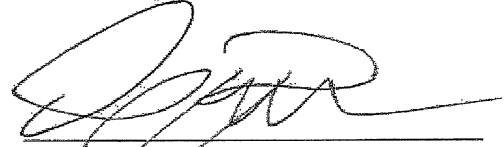
XXIV. REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other that it has all requisite power, authority and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

ATTEST:

PANAMA CITY BEACH
CONVENTION AND VISITORS
BUREAU, INC.

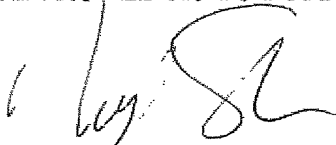


Phil Chester, Chairman



Daniel J. Rowe, President & CEO

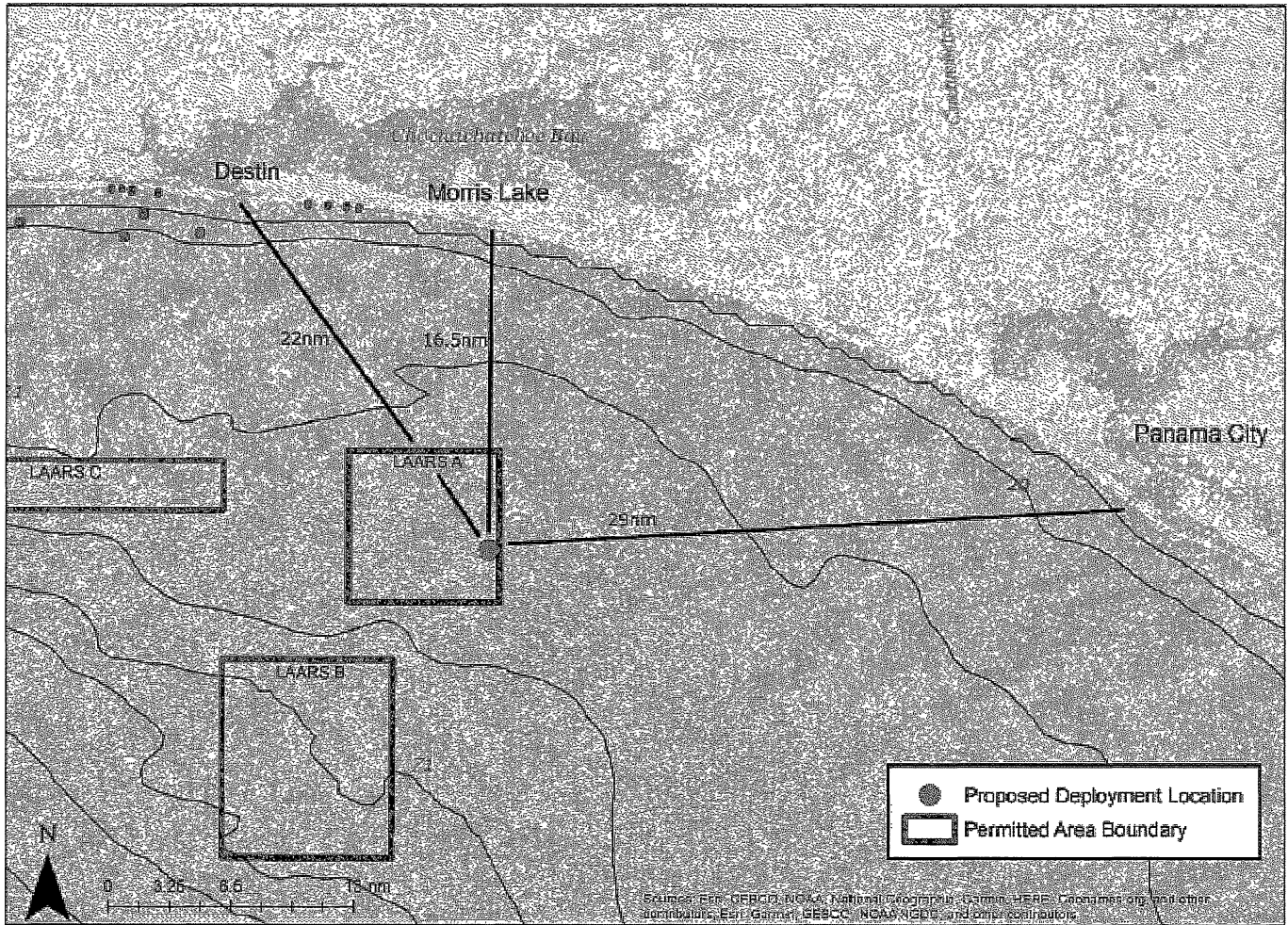
APPROVED AS TO FORM:



Doug Sale, General Counsel

ATTACHMENT "A"
Map Location of Vessel Sinking

Tri-County Artificial Reef Project





BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: November 21, 2023
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Jennifer Adams
SUBJECT: DEEP STIM III Memorandum of Agreement
DEPARTMENT: Tourist Development Department
BCC DISTRICT: All

STATEMENT OF ISSUE: Request approval of Memorandum of Agreement outlining shared costs and responsibilities associated with the DEEP STIM III Artificial Reef project.

BACKGROUND: An interlocal agreement between Bay, Walton and Okaloosa counties for a tri-county artificial reef deployment (DEEP STIM III) was approved at the Board's October 3, 2023 meeting. A revised interlocal reflecting the Panama City Beach CVB was approved October 17, 2023. Following further review by Walton County, it was determined that since the signing entity was changed from Bay County to the Panama City Beach Convention and Visitors Bureau, Inc (CVB), a Memorandum of Agreement (MOA) is the most appropriate approach. Okaloosa, Walton and Panama City Beach legal teams have all reviewed the proposed MOA and agree with the new approach.

The overall content and original intent of this agreement has not changed. All three entities will equally share the \$750K project cost to deploy DEEP STIM III (239ft long, 65ft tall) in the shallowest water permitted in the middle between East Pass (Destin) and St. Andrews Pass (Panama City).

Panama City Beach CVB and Walton County executed the Memorandum of Agreement on October 14, 2023.

FUNDING SOURCE, (If Applicable):

Department #1410
Account #563753
Amount \$250,000

OPTIONS: Approve, Deny or Postpone.

RECOMMENDATION: Authorize the Chairman to sign the Memorandum of Agreement with Panama City Beach Convention and Visitors Bureau and Walton County for the DEEP STIM III Artificial Reef project.


Jennifer Adams, Director of Tourist Development Department 11/13/2023

RECOMMENDED BY: