

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/29/2014

Contract/Lease Control #: C15-2222-PW

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: 96TH TEST WING EGLIN AFB

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2014

Term: 09/30/2015 W/AUTO RENEWALS

Description of Contract/Lease: BEACH CLEANING

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

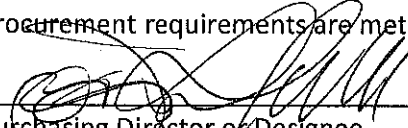
Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

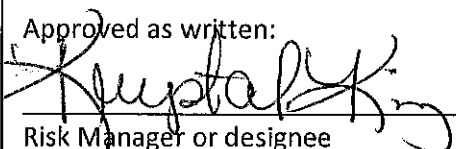
Closed: _____

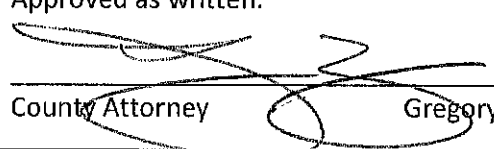
cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C15-2222-PW</u>	Tracking Number: <u>#15-1147-15</u>
Contractor/Lessee Name: <u>Eglin AFB</u>	Grant Funded: YES ___ NO ___
Purpose: <u>Beach Cleaning</u>	
Date/Term: <u>9/30/15 Auto renewal</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$20,000 up</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>PW</u>	3. <input checked="" type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Autrey</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met:	
	Date: <u>10-14-14</u>
Purchasing Director or Designee	Joanne Kublik

Risk Management Review	
Approved as written:	
	Date: <u>10-14-14</u>
Risk Manager or designee	Kay Godwin or Krystal King

County Attorney Review	
Approved as written:	
	Date: <u>10/14/14</u>
County Attorney	Gregory T. Stewart or Lynn Hoshihara

Following Okaloosa County approval:

Contracts & Grants	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

sent to Jason 10/15

**AGREEMENT FOR SOLID WASTE COLLECTION AND
DISPOSAL SERVICES AT DESIGNATED
SITES ON EGLIN AIR FORCE BASE PROPERTY**

THIS AGREEMENT FOR SOLID WASTE COLLECTION, AND DISPOSAL SERVICES (the "Agreement") is entered into this 27th day of October, 2014, between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County"), and the 96TH TEST WING, EGLIN AIR FORCE BASE, FLORIDA ("Eglin AFB"), collectively the above shall be referred to as the "Parties".

WHEREAS, the Parties desire for the County to provide certain solid waste collection and disposal services (the "Services") at specific areas within the boundaries and jurisdiction of Eglin AFB; and

WHEREAS, the Parties agree that as consideration for the Services provided for pursuant to this Agreement, Eglin AFB shall reimburse the County for the Services provided in the amount set forth in this Agreement; and;

WHEREAS, such Services are consistent with the services that the County provides on other beach or park areas which are not located within Eglin AFB; and

WHEREAS, such Services would serve a County purpose; and

WHEREAS, the County is able to provide the Services in an economical and efficient manner and is willing to provide such Services.

NOW, THEREFORE, in consideration of the promises contained herein, the Parties hereto agree as follows:

1. **Term.** This Agreement shall take effect beginning October 1, 2014 and shall end on September 30, 2015. Thereafter, this Agreement shall automatically renew for additional one-year terms, however, in the event either party decides not to renew, such party shall provide the other with written notice of its intent not to renew at least sixty (60) days prior to the end of the Agreement term

currently in effect.

2. **Obligations of Parties.**

2.1 In accordance with the terms of this Section, County shall utilize its employees or retained agents to provide solid waste pick-up, hauling and disposal services at those locations on Eglin AFB as identified in **Exhibit "A"**, which is attached hereto and incorporated by reference.

2.2 For each site identified in Exhibit A, all onsite solid waste containers will be inspected and emptied on an as needed basis as further negotiated by the parties to this agreement, resulting in a final schedule as agreed upon by both parties. Trash can locations will also be determined as part of these negotiations.

2.3 Any modifications to the service area identified in Exhibit A or the schedule of service stated herein must be approved in writing by both Parties.

2.4 The County shall provide all employees, equipment, tools, fuel and supplies for the performance of the Services outlined herein.

2.5 By execution of this Agreement, Eglin AFB does grant the County permission to enter upon Eglin AFB property and shall be provided all necessary access required to perform the Services outlined herein, including permission to operate vehicles upon the beach area between Beasley Park and Site 2, as identified in Exhibit A, unless such areas are closed or otherwise unavailable due to closures or restrictions on access imposed by Eglin AFB. If access to the Service area is to be closed or restricted, Eglin AFB will provide the County with reasonable advance notice of such closures or restrictions. Prior to operating a vehicle on the beach during the sea turtle nesting season the County will be required to receive verbal confirmation each morning that daily nest surveys are complete and all nests located have been clearly marked for avoidance. The County further agrees to keep all personnel and vehicles out of sensitive dune habitat and to avoid damaging any beach vegetation. During execution of this agreement the County also agrees to report any violations of Eglin specific rules and regulations they observe being committed or that have been committed. These violations include, but are not limited to, pets on the beach, trespass into posted areas, damage to vegetation,

entering at unapproved access points, damaged or missing signs, and littering.

3. **Compensation.** For the Services and related equipment provided by the County in Section 2 above, Eglin AFB agrees to pay to the County the total sum of \$20,000.00 per year, which shall be paid in advance in one lump sum payment that shall be due on or before September 30th of each one year term beginning October 1, 2014. Payment in subsequent years will be made prior to the beginning of the term for the subsequent year.

4. **Compliance with Laws.** In performance of the Services, the County will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, including, but not limited to, health and safety rules and regulations and rules and regulations protecting listed or sensitive barrier island species such as sea turtles, beach mice, and shorebirds.

5. **Termination of Agreement.** This Agreement may be terminated by either party upon sixty (60) days prior written notice.

6. **Uncontrollable Forces (Force Majeure).** The County shall not be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, hurricanes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

7. **Governing Law and Venue.** This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the United States District Court, Northern District of Florida located in Pensacola, Florida.

8. **Waiver.** A waiver by either County or Eglin AFB of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

9. **Severability.**

9.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

9.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

9.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

9.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

10. **Entirety of Agreement.**

10.1 The County and Eglin AFB agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

10.2 This Agreement supersedes all prior agreements, memoranda, contracts, proposals, representations, negotiations, letters or other communications between the Parties pertaining to the Services, whether written or oral.

11. **Modification.** This Agreement may not be modified unless such modifications are evidenced in writing signed by both Parties. Such modifications shall be in the form of a written Amendment executed by both Parties.

12. **Notice.**

12.1 Any notice, demand, communication, or request required or permitted herein shall be in writing and delivered in person or sent by first class mail, postage prepaid as follows:

As to County: Okaloosa County
Attn: Public Work Director
Public Works Department
1759 S. Ferdon Boulevard
Crestview, FL 32536


As to Eglin AFB: 96 CEG/CEI
Attn: Randall Rowland
Chief, Installation Management Division
501 DeLeon Street, Suite 100
Eglin AFB FL 32542

12.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. E-mail or electronic transmission is acceptable notice effective when received, however, such transmissions sent after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

13. **Contract Administration.** Services provided pursuant to this Agreement shall be under the general direction of the County's Public Works Department, who shall act as the County's representatives during the term of the Agreement.

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


OKLOOSA COUNTY, FLORIDA



Charles K. Windes, Jr.




ATTEST:



Clerk of the Court





DAVID A. HARRIS
Brigadier General, USAF
Commander, 96th Test Wing

DATE: September 30, 2014

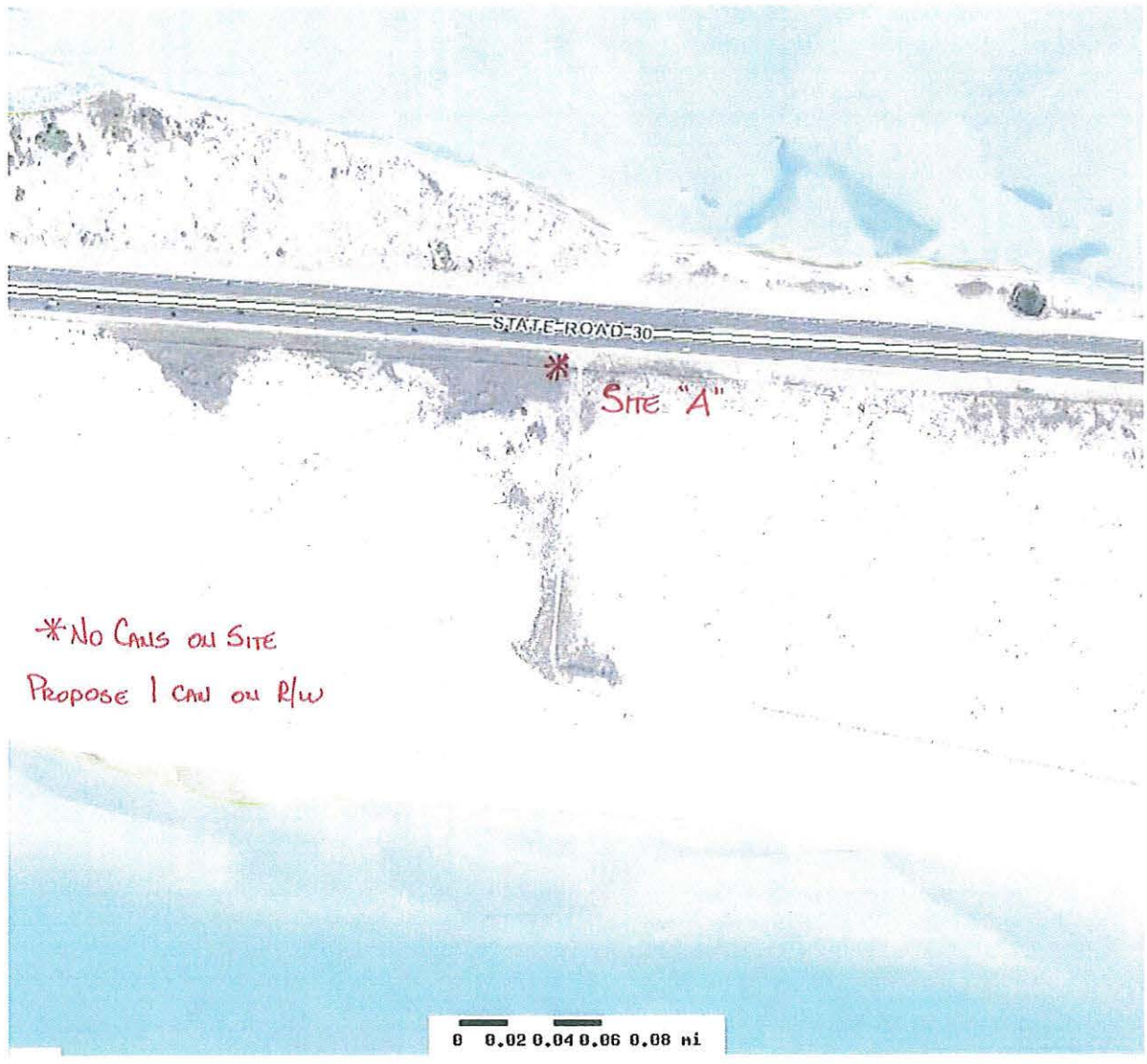


0 0,10,20,30,4 mi

Okaloosa County Property Appraiser	
Parcel: undefined Acres:	
Name:	Land Value
Site:	Building Value
Sale:	Misc Value
Mail:	Just Value
	Assessed Value
	Exempt Value
	Taxable Value



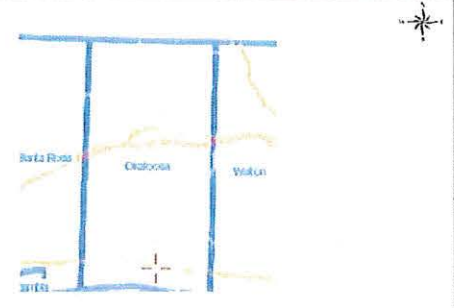
The Okaloosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER OKALOOSA COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---
Date printed: 08/06/14 : 11:50:57



*NO CANS ON SITE
 Propose 1 CAN ON R/W

0 0.02 0.04 0.06 0.08 mi

Okaloosa County Property Appraiser			
Parcel: undefined Acres:			
Name		Land Value	
Site		Building Value	
Sale		Misc Value	
Mail		Just Value	
		Assessed Value	
		Exempt Value	
		Taxable Value	



The Okaloosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER OKALOOSA COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---
 Date printed: 08/06/14 : 11:49:59

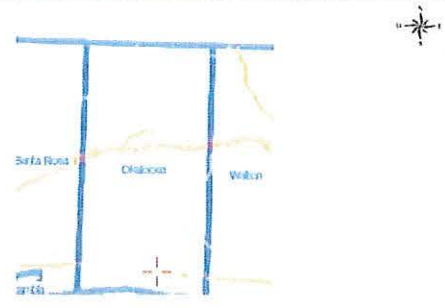


* No Cais on Site

Propose 2 cais on R/W
ADD 2 CAIS on Beach Side

0 0.02 0.04 0.06 0.08 mi

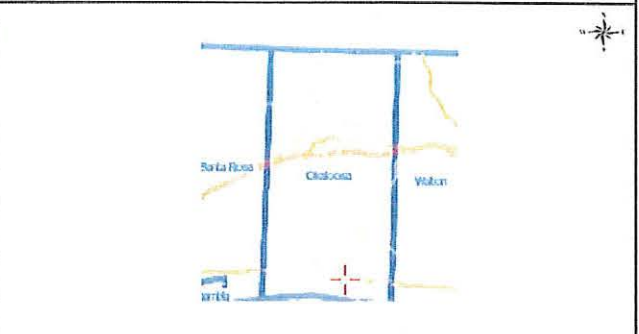
Okaloosa County Property Appraiser	
Parcel: undefined Acres:	
Name:	Land Value:
Site:	Building Value:
Sale:	Misc Value:
Mail:	Just Value:
	Assessed Value:
	Exempt Value:
	Taxable Value:



The Okaloosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER OKALOOSA COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---
Date printed: 08/06/14 : 09:09:44



Okaloosa County Property Appraiser	
Parcel: undefined Acres:	
Name:	Land Value
Site:	Building Value
Gate:	Misc Value
Mail:	Just Value
	Assessed Value
	Exempt Value
	Taxable Value

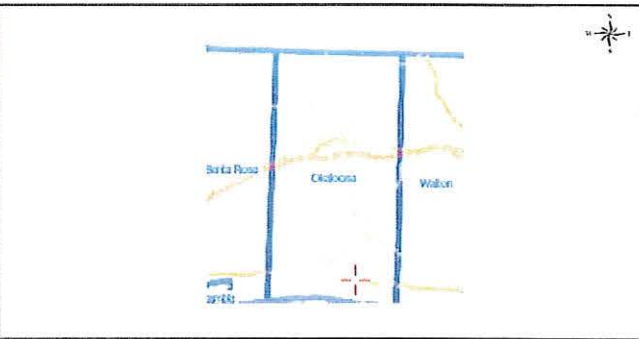


The Okaloosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER OKALOOSA COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 08/06/14 : 08:56:51



Okaloosa County Property Appraiser	
Parcel: undefined Acres:	
Name:	Land Value
Site:	Building Value
State:	Misc Value
Mail:	Just Value
	Assessed Value
	Exempt Value
	Taxable Value



The Okaloosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER OKALOOSA COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 08/06/14 : 08:57:30