

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03-08-2018

Contract/Lease Control #: C18-2684-PW

Procurement#: _NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: WEST FLORIDA REGIONAL PLANNING COUNCIL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/27/2018

Expiration Date: INDEFINITE

Description of Contract/Lease: ECONOMIC IMPACT ANALYSIS

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

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

Procurement/Contract/Lease Number: TBD Tracking Number: 2936-18
Procurement/Contractor/Lessee Name: WFlorida Regional Planning Council Grant Funded: YES NO
Purpose: Economic Impact Analysis
Date/Term: _____ 1. GREATER THAN \$100,000
Amount: 5000.00 per task 2. GREATER THAN \$50,000
Department: PLW 3. \$50,000 OR LESS
Dept. Monitor Name: Auby

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 2-27-18
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written: NA per Greg + Jane Evans see attached Date: 2/27/18
Renee Biby Renee Biby
Grants Coordinator

Risk Management Review

Approved as written: NO Insurance Element Date: _____
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 2-27-18
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, February 27, 2018 3:52 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Procurement

This is approved for legal purposes.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Tuesday, February 27, 2018 4:34 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Procurement

Here you go.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Tuesday, February 27, 2018 3:32 PM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Procurement

I need to see the final.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Tuesday, February 27, 2018 4:29 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: Procurement

Did you officially approve this? I made the updates and Scott filled in the blanks, do you need to see the final?

From: Greg Kisela
Sent: Tuesday, February 27, 2018 11:35 AM
To: DeRita Mason <dmason@co.okaloosa.fl.us>; Scott Bitterman <sbitterman@co.okaloosa.fl.us>
Subject: FW: Procurement

DeRita: See Kerry's suggested language to be added to the WFRPC agreements. DeRita, can you accomplish that?

Also, I spoke to Jane and she advises that the Triumph funding is not technically federal funds so we do not need to do anything with the federal requirements plus these costs are not reimbursable.

Scott: As I told you last night I can sign the contract so as quickly as we can get the document revised, executed by them and returned you can proceed.

Greg Kisela

DeRita Mason

From: Greg Kisela
Sent: Tuesday, February 27, 2018 11:35 AM
To: DeRita Mason; Scott Bitterman
Subject: FW: Procurement
Attachments: Okaloosa WFRPC agreement.doc

DeRita: See Kerry's suggested language to be added to the WFRPC agreements. DeRita, can you accomplish that?

Also, I spoke to Jane and she advises that the Triumph funding is not technically federal funds so we do not need to do anything with the federal requirements plus these costs are not reimbursable.

Scott: As I told you last night I can sign the contract so as quickly as we can get the document revised, executed by them and returned you can proceed.

Greg Kisela

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Tuesday, February 27, 2018 7:56 AM
To: Greg Kisela <gkisela@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Procurement

Hey Greg:

The Agreement has a lot of blanks in it that still need to be filled in with the information asked for in those sections, the Agreement's spacing is off. The public records section needs to be revised to include the block lettered public records language we include in all contracts pursuant to 119.0710 – it cannot just be cited in the contract it has to be expressly in the contract.

Also, since this involves Triumph funding, does it need certain federal requirements included – I will defer to Jane to answer that one.

Feel free to call with any questions,
Kerry

From: Greg Kisela [mailto:gkisela@co.okaloosa.fl.us]
Sent: Monday, February 26, 2018 5:50 PM
To: Parsons, Kerry; Lynn Hoshihara
Subject: FW: Procurement

Kerry/Lynn: Can we do a rush review of the attached WFRPC agreement?

Greg Kisela

From: Scott Bitterman
Sent: Monday, February 26, 2018 4:37 PM

**AGREEMENT FOR PROFESSIONAL STAFF SERVICES
BY AND BETWEEN THE
WEST FLORIDA REGIONAL PLANNING COUNCIL
AND OKALOOSA COUNTY
FOR ECONOMIC IMPACT ANALYSIS (REMI)**

THIS AGREEMENT is entered into this 27th day of February, 2018 by and between the West Florida Regional Planning Council (hereinafter referred to as "WFRPC") and Okaloosa County (hereinafter referred to as "Client").

I. PURPOSE

The purpose of the Agreement is to set forth the responsibilities of WFRPC and Client in performing the technical assistance functions and to describe the cooperative procedures under which the technical assistance will be carried out.

II. WFRPC RESPONSIBILITIES

- A. WFRPC shall provide professional, technical, and administrative assistance in the development of the project titled "Economic Impact Analysis".
- B. WFRPC shall make available to the Client all plans and documents developed under Section II. A. above.

III. CLIENT RESPONSIBILITIES

- A. Client shall provide data and information relevant to three of the Client's Triumph Applications, in order for WFRPC to obtain appropriate and adequate data.
- B. Client shall provide the agreed upon funds as detailed in this agreement.

IV. METHOD AND AMOUNT OF PAYMENT

WFRPC will submit one (1) invoice totaling \$5,000 to Client when all work is completed. Subject to receipt of an invoice from WFRPC, Client agrees to pay WFRPC within thirty (30) days of receiving such invoice from WFRPC. WFRPC will submit invoices to Scott Bitterman at the following postal or email address: 1759 S. Ferdon Boulevard, Crestview, FL, 32536.

V. DURATION OF AGREEMENT AND TERMINATION WITH OR WITHOUT CAUSE

WFRPC shall complete the tasks no later than 10 days from the execution of this agreement. Such schedule may be modified from time to time upon the mutual consent of Client and WFRPC. This Agreement shall remain in effect until terminated by either or both parties to the Agreement. At any time, either Client or WFRPC may terminate this Agreement, with or without cause, with such termination effective immediately or by a specified date, by providing written notice of such termination; provided financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

VI. AMENDMENTS TO AGREEMENT

Amendments or modifications to this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement.

VII. CONFLICT OF INTEREST

The WFRPC agrees it shall not contract with, or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. The WFRPC further agrees it will neither take any action nor engage in any conduct that would cause any Client employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

VIII. PUBLIC RECORDS

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

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:

1. Keep and maintain public records required by the County to perform the service.
2. 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.

3. 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.
4. 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.

IX. LIABILITY

Each party agrees to hold the other party harmless, to the extent allowed and required by law, from all claims, demands, liabilities, and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence or omission of the other party, its subcontractors or agents, if any, that is related to either party's performance or obligations pursuant to this Agreement, and shall fully indemnify the other party for all claims brought stemming therefrom.

X. REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, Scott Bitterman shall represent and act for Client and the Executive Director of WFRPC shall represent and act for WFRPC.

XI. VENUE AND JURISDICTION FOR LITIGATION BETWEEN PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Okaloosa County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Okaloosa County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

XII. SOVEREIGN IMMUNITY

Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any party beyond any statutory limited waiver of immunity or limits of liability and any liability of Client for damages shall not exceed the statutory limits of liability, should said limits apply, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third

party for the purpose of allowing any claim against Client, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

XIII. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

XIV. INDEPENDENT CONTRACTOR

The parties hereby acknowledge that WFRPC is an independent contractor, and neither WFRPC, nor any of its agents, representatives, program participants, or employees shall be considered agents, representatives or employees of Client. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. Each party shall be responsible and liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits.

XV. ASSIGNMENT

Neither party may assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other p. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

XVI. COMMENCEMENT DATE


This Agreement will commence on the 1st day of March, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

ATTEST:



WEST FLORIDA REGIONAL
PLANNING COUNCIL



Austin Mount
Executive Director

ATTEST:



Okaloosa County Board of County Commissioners

(Client)



Greg Kisela (representative)
Purchasing Director (Title)