

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/30/2021

Contract/Lease Control #: C21-3096-WS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: CITY OF NICEVILLE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/27/2021

Expiration Date: INDEFINITE

Description of: DRINKING WATER OPERATOR-TEMP EMPLOYEE

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7171

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

Closed:

Cc: BCC RECORDS

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, July 26, 2021 8:51 AM
To: Mark Wise; Craig Coffey; Lynn Hoshihara; Edward Sisson; Jeff Littrell; Kelly Bird
Cc: Christopher Pelfrey; Nicole Nabors; John Hofstad
Subject: RE: Water Operations Staffing - MOU with the City of Niceville (DRAFT)

As revised this is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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From: Mark Wise <mwise@myokaloosa.com>
Sent: Monday, July 26, 2021 9:28 AM
To: Craig Coffey <ccoffey@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Edward Sisson <esisson@myokaloosa.com>; Jeff Littrell <jlittrell@myokaloosa.com>; Kelly Bird <kbird@myokaloosa.com>
Cc: Christopher Pelfrey <copelfrey@myokaloosa.com>; Nicole Nabors <nnabors@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>; John Hofstad <jhofstad@myokaloosa.com>
Subject: RE: Water Operations Staffing - MOU with the City of Niceville (DRAFT)

I see your point. Our intent was not to do mini-agreements, but it certainly could be interpreted that way (by Finance, etc.). Therefore, I replaced Section 12 with the following simpler language: *This MOU will continue indefinitely until discontinued by either Party.* Attached is the tracked changes version.

The agreement is about to be signed by Mr. Corbin at the City of Niceville. I will send a clean version of the attached file to Niceville. It is also possible that the City will change the billing to monthly instead of biweekly.

If anyone has any heartburn here, please reply-all or call me ASAP. Thanks.

Mark Wise, P.E.
Deputy Director
Okaloosa County Water & Sewer
(850) 651-7502

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

**MEMORANDUM OF UNDERSTANDING BETWEEN
OKALOOSA COUNTY AND THE CITY OF NICEVILLE**

This Memorandum of Understanding (the "MOU") is entered into this 27th day of July, 2021 between Okaloosa County, Florida, a political subdivision of the State of Florida (the "County") and the City of Niceville, a municipal corporation (the "City").

The County has 21 public water supply wells that must be checked six days per week, along with other regulatory responsibilities associated with public water systems. The County is currently understaffed in its Water Operations division, who operates and maintains the 21 wells, 20 tanks, and 3 booster stations. The City will assist the County's Water & Sewer Department by providing a full-time Drinking Water Operator ("City Operator"), licensed by the State of Florida.

The City Operator will remain a City employee, working on temporary assignment to the County, given the following terms:

1. In general, the schedule will be Monday to Thursday, 10 hours per day, but may change upon mutual agreement between the County and the City.
2. The first day will be Tuesday, August 3, 2021.
3. When completing work for the County, the City Operator will clock in and clock out each day at the County's staging area in Niceville.
4. The City Operator will report to the County's Water Operations Supervisor during the time the Operator is completing work for the County.
5. Primary duties will consist of daily well checks (for regulatory compliance), hauling/installing chlorine cylinders, sampling, some troubleshooting and minor maintenance of process equipment, and other related duties as needs arise.
6. While on the clock performing business for the County, the County will provide resources to the Operator such as, but not limited to: a County vehicle (with tommy lift and chlorine racks), smart phone, email address, laptop computer, and any other tool/equipment/resource that would normally be provided to a County Drinking Water Operator.
7. Should a water system emergency arise, the City Operator should contact:
 - a. Water Operations Supervisor Chris Pelfrey – 850-978-1674; or
 - b. Deputy Director Mark Wise – 850-685-0297; or
 - c. Control Room at the Arbennie Pritchett WRF – 850-651-7174
8. Each respective entity's employees shall be covered by their own Workers Compensation. The County has adequate auto and liability insurance for

accidents/incidents as long as vehicles are used in the scope of employment and operation is subject to the rules and protocols of the County.

9. The City Operator will log their hours and provide them to the County on a weekly basis, as well as provide their time and attendance to the City via the normal City timesheet process.
10. The City will bill the County biweekly for the Operator's services, based on the following:
 - a. Regular rate - \$36.09/hr (loaded rate that includes fringe)
 - b. Overtime rate (if necessary) - \$54.14/hr
 - c. Should the City Operator take any annual/sick leave, the City will not bill the County for those hours.
 - d. For actual or observed holidays not worked, the City will bill the County 10 hours at the regular rate.
 - e. For actual or observed holidays that are worked, the City will bill the County the numbers of hours worked at double the regular rate.
11. Biweekly bills will be sent to:
Nicole Nabors, Utilities CFO
Okaloosa County Water & Sewer
1804 Lewis Turner Blvd, Suite 300
Fort Walton Beach, FL 32547
Or nnabors@myokaloosa.com
12. This MOU will continue indefinitely until discontinued by either Party.

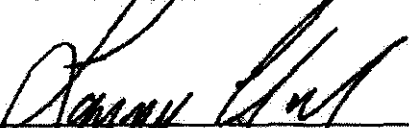
Based upon the foregoing, the Parties do agree and enter into this MOU as of the date set forth above, being the last date executed by all of the Parties.

OKALOOSA COUNTY

CITY OF NICEVILLE



John Hofstad, County Administrator



Lannie Corbin, City Manager

Date: 7/27/21

Date: 7/27/2021