

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09-13-2017

Contract/Lease Control #: C17-2610-GM

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: CITY OF DESTIN

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/07/2017

Expiration Date: INDEFINITE

Description of Contract/Lease: INTERLOCAL AGREEMENT/PUBLIC TRANSPORTATION SHELTERS

Department: GM

Department Monitor: KAMPERT

Monitor's Telephone #: 850-651-7180

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

Closed:

Cc: Finance Department Contracts & Grants Office

C17-2610-GM

CERTIFICATE OF COVERAGE

ISSUED ON: 03/13/2019

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PK2FL1 0462401 17-16

COVERAGE PERIOD: 10/01/2017 TO 10/01/2019 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage 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 coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder
Okaloosa County Administration Building, Attn: County Administrator
1250 N. Eglin Parkway
Shalimar, FL 32579

Designated Member
City of Destin
4200 Indian Bayou Trail
Destin, FL 325413323

LIABILITY COVERAGE

- X **Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury**
Limit \$3,000,000 \$0 Deductible
- X **Public Officials Liability**
Limit \$1,000,000 \$10,000 Deductible
- X **Employment Practices Liability**
Limit \$1,000,000 \$10,000 Deductible
- X **Employee Benefits Liability**
Limit \$3,000,000 \$0 Deductible
- Law Enforcement Liability**
Limit Deductible

WORKERS' COMPENSATION COVERAGE

- WC AGREEMENT NUMBER:
- Self Insured Workers' Compensation**
Self Insured Retention
 - Statutory Workers' Compensation**
 - Employers Liability**
Each Accident
By Disease
Aggregate Disease

PROPERTY COVERAGE

- X **Buildings & Personal Property**
Per schedule on file with Trust Limit \$5,000 Deductible
Note: See coverage agreement for details on wind, flood, and other deductibles.
- X **Rented, Borrowed and Leased Equipment**
Limit \$33,237
- X **Total All other Inland Marine**
Limit \$1,399,597 See Schedule for Deductible

AUTOMOBILE COVERAGE

- Automobile Liability**
Limit \$3,000,000 \$0 Deductible
All Owned
X Specifically Described Autos
X Hired Autos
X Non-Owned Autos
- Automobile Physical Damage**
X Comprehensive See Schedule for Deductible
X Collision See Schedule for Deductible
X Hired Auto with limit of \$35,000

CRIME COVERAGE

- X **Employee Dishonesty**
Limit \$100,000 \$1,000 Deductible
- X **Forgery or Alteration**
Limit \$10,000 \$1,000 Deductible
- X **Theft Disappearance & Destruction**
Limit \$10,000 \$1,000 Deductible
- X **Computer Fraud**
Limit \$25,000 \$1,000 Deductible

Garage Keepers

- Liability Limit
- Liability Deductible
- Comprehensive Deductible
- Collision Deductible

NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

Description of Operations/ Locations/ Vehicles/Special items:

Certificate of Insurance Issued with respect to the Interloca Agreement for purchase and maintenance of two (2) Public Transit Shelters

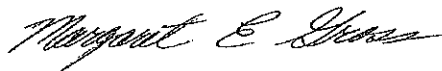
This section completed by member's agent, who bears complete responsibility and liability for its accuracy.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator
Public Risk Underwriters@
P.O. Box 968455
Lake Mary, FL 32796-8455

CANCELLATIONS
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

Producer
Public Risk Insurance Agency
220 South Ridgewood Avenue, Suite 210,
Daytona Beach, FL 32114



AUTHORIZED REPRESENTATIVE

PGIT-CERT (11/09) PRINT FORM

03/13/2019

CONTRACT#: C17-2610-GM
CITY OF DESTIN
INTERLOCAL AGREEMENT/PUBLIC
TRANSPORATION SHELTERS
EXPIRES: INDEFINITE

Username <input type="text"/>	Password <input type="password"/>	Log In
Forgot Username?	Forgot Password?	Create an Account

Search Results

Current Search Terms: city* of destin*

Your search for "city* of destin*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Glossary

Entity	Destination Musick City, LLC	Status: Active	View Details
DUNS: 080331516	CAGE Code: 7Q8Z7		
Has Active Exclusion?: No	DoDAAC:		
Expiration Date: 09/22/2017	Debt Subject to Offset?: No		
Purpose of Registration: All Awards			

Search Results

- Entity
- Exclusion
- Search Filters**
- By Record Status
- By Record Type



- Search Records
- Disclaimers
- FAPIS.gov
- Data Access
- Accessibility
- GSA.gov/IAE
- Check Status
- Privacy Policy
- GSA.gov
- Help
- USA.gov

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WWW/4

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: TBO Tracking Number: _____
Procurement/Contractor/Lessee Name: City of Destin Grant Funded: YES ___ NO
Purpose: Interlocal Agreement
Date/Term: Indefinite 1. GREATER THAN \$50,000
Amount: _____ 2. GREATER THAN \$25,000
Department: GM 3. \$25,000 OR LESS
Dept. Monitor Name: Korpeit

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 8-22-17
Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written:
[Signature] Date: _____
Grants Coordinator Renee Biby

Risk Management Review

Approved as written:
[Signature] Date: 8-22-17
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attach Date: 8-22-17
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants Office

Document has been received:
_____ Date: _____
Contracts & Grants Manager Marcella Eubanks, Mindy Kovalsky, Ashley Endris

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, August 22, 2017 7:30 AM
To: Elliot Kampert; DeRita Mason
Cc: Laura Porter; Greg Stewart; Lynn Hoshihara
Subject: RE: Request for Coordinated Review - Destin Interlocal Agreement

This is approved for legal purposes.

From: Elliot Kampert [mailto:ekampert@co.okaloosa.fl.us]
Sent: Tuesday, August 22, 2017 7:50 AM
To: DeRita Mason
Cc: Parsons, Kerry; Laura Porter; Greg Stewart
Subject: Request for Coordinated Review - Destin Interlocal Agreement

Good morning,

Attached for your consideration please find the Interlocal Agreement between the City of Destin and Okaloosa County whereby the County will purchase up to two transit shelters which will be permitted, installed, and maintained by the City of Destin at their cost. I think you have all seen this a few times over the past couple months, but no that the city has signed we can get it to the BCC. Hurray.

Please note the city forgot to include the exhibit A (which is just a map showing where they want to install the shelters) when they sent me the signed version. However, since it's just a map I didn't want to slow down the internal review. I will, of course, have it attached for the BCC agenda. I'd like to have this to the BCC on September 5 if at all possible.

Please let me know if you have any questions.

Thanks,

Elliot

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**INTERLOCAL AGREEMENT
BETWEEN
OKALOOSA COUNTY, FLORIDA, AND THE CITY OF DESTIN, FLORIDA
REGARDING THE PURCHASE AND MAINTENANCE
OF A PUBLIC TRANSPORTATION SHELTER**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this 7th day of September, 2017 by and between the City of Destin, Florida, a Florida municipal corporation (the "City"), and Okaloosa County, Florida, a political subdivision of the State of Florida (the "County"), who agree as follows:

WITNESSETH:

WHEREAS, the parties hereto have, along with other municipalities, entered into an Interlocal agreement for the establishment of a Transit Cooperative with the intention of improving the operation of the County's public transportation system; and

WHEREAS, the County and City mutually desire to improve the public transportation system, help alleviate traffic congestion, and increase ridership of the fixed route component of the system by providing more convenient access and enhancing the multi-modal nature of the system; and

WHEREAS, the City is the fee simple owner of the proposed locations of the shelters which are to be located at the Marler Street Parking Lot, 285 Harbor Blvd. and the Destin Community Center, 101 Stahlman Avenue; and

NOW, THEREFORE, in consideration for mutual covenants and agreements contained herein, the sufficiency of which is acknowledged by all the parties, the City of Destin and Okaloosa County agree as follows.

Section 1. **Authority.** This Agreement is entered into pursuant to the authority granted under Chapter 125, 163, and 166, Florida Statutes, and other applicable provisions of law.

Section 2. **Findings.** The above recitals are all true and correct and incorporated herein as essential terms of this Agreement.

Section 3. **Term.** This Agreement shall become effective as provided in Section 10 hereof and shall remain in effect until terminated.

Section 4. **Scope of Services.**

- a. The County shall utilize grant funding available through the Federal Transit Administration (FTA) to purchase up to two (2) public transit shelters suitable for installation on the subject property, as further described in Exhibit "A".
- b. The City and County will jointly select the type of shelters to be procured for the subject property, and the County will follow all applicable FTA, state, and County regulations in the procurement of the shelter.

- c. The City of Destin shall install the shelters on the subject property, and shall maintain it in a clean and functional condition. The City shall be responsible for any and all applicable, inspection permits, and permit fees for the installation of the shelters.
- d. The City of Destin shall utilize its own workforce in installing the shelters or properly procure the services necessary to install the shelters, including permitting and inspections, in accordance with the Federal Transit Administration Third Party Contracting Guidance Circular 4220.1F and submit invoicing to the County for reimbursement of installation costs.
- e. The City shall insure the shelters, and shall name the County as additional insured on the policy covering the shelters. A copy of the insurance policy shall be sent to the County within ten (10) days of receipt to the City.

Section 5. **Liability**. It is agreed neither the City nor the County assumes any liability for the acts, omissions, and negligence of the officers, agents and employees of the other. Furthermore, this Agreement in no way waives any immunity or other protections under the law as it pertains to either party.

Section 6. **Termination**. This Agreement may be terminated by either party hereto upon sixty (60) days written notice to the other.

Section 7. **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 the City Council, and the County's Board of County Commissioners, and jointly executed by the parties hereto.

Section 8. **Notice**. If written notice to a party is required under this Agreement, such notice shall be given by first class mail to the County as follows:

County Administrator
Okaloosa County Administration Building
1250 N. Eglin Parkway
Shalimar, FL

and as to the City as follows:

City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Section 9. **Governing Law**. This Agreement shall be construed in accordance with the applicable laws of the State of Florida. If any provision of this Agreement violates any statute or rule of the State of Florida, it is considered modified to conform to the statute or rule of law. Further, in the event that a portion of this Agreement is found to be invalid, illegal or unenforceable, then that provision shall be severed from the Agreement and shall in no way affect the validity or enforceability of any other portion or provision of this Agreement.

Section 10. **Effective Date**. This Agreement shall become effective immediately upon the execution by the appropriate officers of the County and the City.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement which shall take effect on the date approved by the Board of county Commissioners.

CITY OF DESTIN



Scott Fischer, Mayor

ATTEST:



Rey Bailey, City Clerk

**BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA**



Carolyn N. Ketchel, Chairman



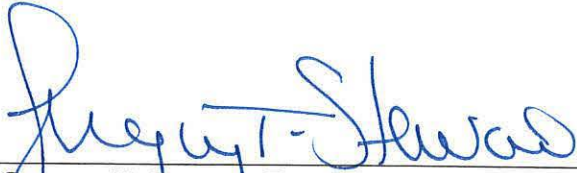
ATTEST:



J.D. Peacock, II
Clerk of Circuit Court



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

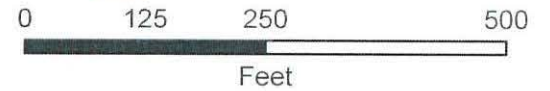
A handwritten signature in blue ink that reads "Gregory T. Stewart". The signature is written in a cursive style with a large initial "G" and "S".

Gregory T. Stewart, Esq.
Okaloosa County Attorney

Destin Transit Shelter Locations



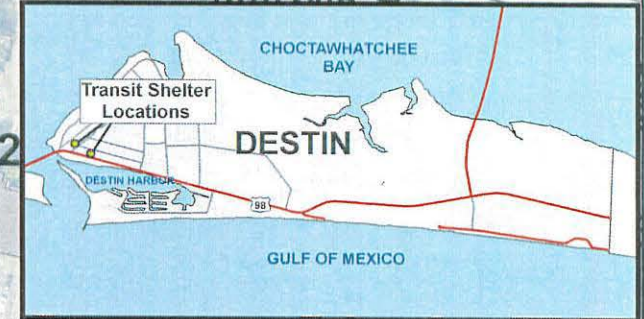
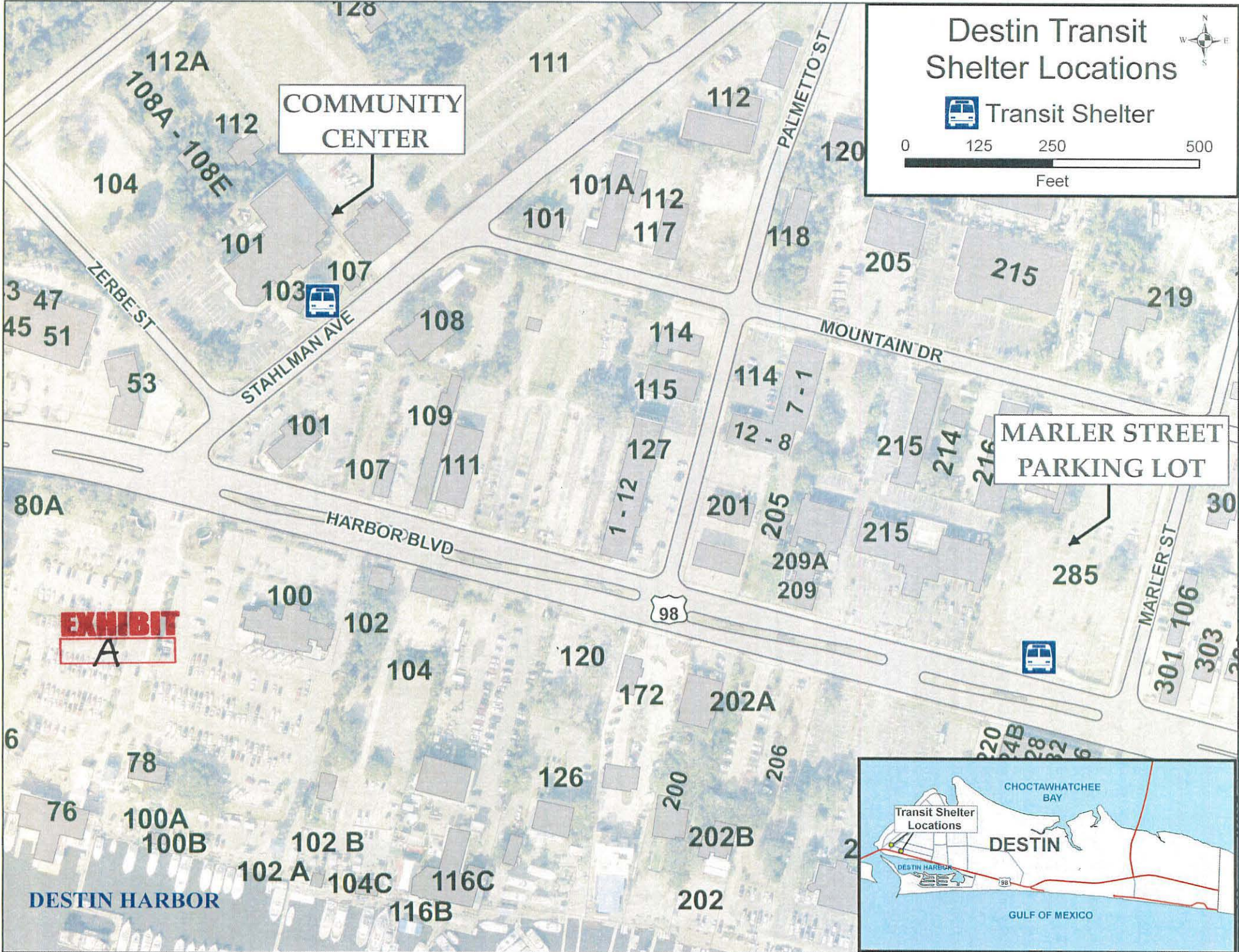
Transit Shelter



COMMUNITY CENTER

MARLER STREET PARKING LOT

EXHIBIT A



DESTIN HARBOR

CHOCTAWHATCHEE BAY
DESTIN
GULF OF MEXICO