

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08-13-2018

Contract/Lease Control #: C18-2715-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FLORIDA DEPARTMENT OF HEALTH

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/09/2018

Expiration Date: 08/08/2019 W/ 1 YR RENEWALS

Description of Contract/Lease: OXYGEN GENERATING SYSTEM

Department: PS

Department Monitor: VAUGHN

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: T30 Tracking Number: 3032-18
Procurement/Contractor/Lessee Name: FL Dept of Health Grant Funded: YES ___ NO X
Purpose: Memorandum of agreement
Date/Term: 1yr w/renewals
Amount: 90,000
Department: PS
Dept. Monitor Name: Vaughn

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 6-1-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason

2CFR Compliance Review (if required)

Approved as written: NO federal funds Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: Laura J. Porter Date: 6/12/18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 6-25-18
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: Monday, June 25, 2018 6:54 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: MOA-with FL Dept. of Health

The "draft" watermark needs to be removed, but this is approved for legal purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Monday, June 11, 2018 10:58 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: MOA-with FL Dept. of Health

Please review the attached.

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

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MEMORANDUM OF AGREEMENT

BETWEEN

**FLORIDA DEPARTMENT OF HEALTH,
OKALOOSA COUNTY HEALTH DEPARTMENT**

AND

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

This Memorandum of Agreement is made and entered into by and between the Florida Department of Health, Okaloosa County Health Department, hereinafter referred to as the "Department," and Okaloosa County Board of County Commissioners, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Okaloosa County,"

WHEREAS, the Department is responsible for the public health system in Okaloosa County, which is designed to promote, protect, and improve the health of its citizens; and

WHEREAS, the parties would like to collaborate to enhance Okaloosa County's emergency response capability and capacity by jointly operating an oxygen generation station capable of supporting Okaloosa County Emergency Medical Service's daily operations as well as independently providing much needed oxygen surge capacity for natural and manmade disasters.

NOW, THEREFORE, the parties agree as follows:

Department responsibilities:

1. The Department will purchase the oxygen generating system. The oxygen generating system will become Okaloosa County Board of County Commissioner property assigned to the Okaloosa County Department of Public Safety immediately upon purchase.
2. The Department will work with Okaloosa County to review and update this agreement as needed.
3. The Department will have no authority, financial responsibility, or jurisdiction over the oxygen generating system.

**Contract # C18-2715-PS
FLORIDA DEPT OF HEALTH
OXYGEN GENERATING SYSTEM
EXPIRES: 08/08/219 W/ 1 YR RENEWALS**

County responsibilities:

1. The oxygen generating system will be stored and operated at the Okaloosa County supply warehouse located at: 714 Essex Road, Fort Walton Beach, Florida 32547.
2. Okaloosa County is responsible for all costs associated with the operation and maintenance of the oxygen generating system including; the filling of oxygen cylinders as needed, facility and utility costs associated with the oxygen generating system, the storage of cylinders on their site, and the periodic and unscheduled maintenance of the system before, during, and after emergency response.
3. Okaloosa County agrees to maintain the system in a state of readiness, by minimizing down time to the greatest extent possible to ensure rapid deployment during an emergency to a specified location in Region 1.
4. Okaloosa County agrees to have all bottles on site and hydro tested as required, at their expense.
5. Okaloosa County agrees to provide Region 1 designees with 24 hour, 7 days per week, 365 days per year access to the oxygen cylinder storage area within the Okaloosa County site.
6. Okaloosa County is responsible for all transporting of the oxygen generating system and associated equipment. During emergency response, the receiving county will staff the oxygen generating system.
7. Okaloosa County will maintain alternate oxygen contractor for use during maintenance or deployment of the oxygen generating system.

I. TERM

This Memorandum of Agreement will remain in effect for one year and will automatically renew for additional one-year periods thereafter, subject to the availability of funds and/or until the Agreement is terminated by either party.

II. SPECIAL CONSIDERATIONS

Confidentiality. Where applicable the parties will comply with the Health Insurance Portability and Accountability Act as well as regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

Indemnification. Each party will be liable for any damages resulting from the negligence of its employees or agents acting within the scope of their employment or agency, in accordance with Section 768.28, Fla. Stat. Nothing herein is intended to waive sovereign immunity by any party to whom sovereign immunity is applicable. Nothing herein shall be construed as consent by any party to be sued by a third party in any matter arising out of any contract.

III. GENERAL CONSIDERATIONS

Amendments. No modifications or amendment to the conditions contained herein shall be effective unless contained in a written document and executed by each party hereto.

Waiver of Breach. The failure on the part of either party to enforce any material provision of this Agreement on any single occasion shall not constitute a waiver of the right to enforce any and all material provisions of this Agreement.

Venue. This Memorandum of Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida.

Independent Contractor. By this Memorandum of Agreement, the parties intend to establish between them the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of the Memorandum of Agreement to be officers, agents, or employees of the other party.

Termination. Either party may terminate this Agreement, with or without cause, with a minimum of thirty (30) days written notice to the other party.

Notices. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery.

Cooperation with the Inspector General. The parties acknowledge and understand that they have a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to Section 20.055 (5), Florida Statutes.

The Department's and the County's representatives are as follows:

Florida Department of Health Okaloosa County

Katie McDeavitt, Public Health Preparedness Section Chief
Okaloosa County Health Department
221 Hospital Drive, NE
Fort Walton Beach, Florida 32548

Okaloosa County Emergency Medical Services

Chief Darrel Wellborn, Chief of EMS
90 College Boulevard East
Niceville, Florida 32578


IV. EFFECTIVE DATE

This Agreement shall become effective upon the date of its execution by both parties.


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above written.



John Hofstad
County Administrator



(Date)



Karen A. Chapman, MD, MPH
Director
Department of Health in Okaloosa County



(Date)