

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/05/2021

Contract/Lease Control #: C22-3127-CE

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: THE SCHOOL BOARD OF OKALOOSA COUNTY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/02/2021

Expiration Date: 10/30/2022

Description of: JOINT USE AGREEMENT

Department: CE

Department Monitor: COWAN

Monitor's Telephone #: 850-689-5850

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: \_\_\_\_\_ Tracking Number: 441821

Procurement/Contractor/Lessee Name: Okaloosa County School Board Grant Funded: YES X NO X

Purpose: Joint Use Agreement

Date/Term: 10-30-2022

Department #: \_\_\_\_\_

Account #: MA

Amount: \_\_\_\_\_

Department: CE Dept. Monitor Name: Cowan

1. ☒ GREATER THAN \$100,000

2. ☐ GREATER THAN \$50,000

3. ☐ \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met: Whitman Date: 9-30-21

Purchasing Manager or designee: \_\_\_\_\_ Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: \_\_\_\_\_ Grant Name: \_\_\_\_\_

no federal funds Date: \_\_\_\_\_

Grants Coordinator: \_\_\_\_\_

**Risk Management Review**

Approved as written: \_\_\_\_\_ Date: 9-30-21

see email attached

Risk Manager or designee: \_\_\_\_\_ Lisa Price

**County Attorney Review**

Approved as written: \_\_\_\_\_ Date: 10-18-21

see email attached

County Attorney: \_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

(22-3) 27-CE

## DeRita Mason

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**From:** Kelly Bird  
**Sent:** Wednesday, September 29, 2021 1:40 PM  
**To:** Lynn Hoshihara; DeRita Mason; Lisa Price; Ronnie Cowan  
**Subject:** RE: Joint Use Facility Agreement/County Extension Program

There are no issues with the insurance requirements. I am assuming that the school board retains the property insurance?

Kelly Bird  
Risk Manager  
Okaloosa County Board of County Commissioners  
302 N. Wilson Street, Suite 301  
Crestview, FL 32536  
Phone-(850) 689-5978

For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

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.

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**From:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Sent:** Wednesday, September 29, 2021 1:16 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>; Kelly Bird <kbird@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>; Ronnie Cowan <rcowan@myokaloosa.com>  
**Subject:** Fw: Joint Use Facility Agreement/County Extension Program

Good afternoon - attached are my changes to the Joint Use Facility Agreement with the School Board.

DeRita - please process the contract coordination/review.

Kelly/Lisa - please review the insurance requirements.

Ronnie - let me know if you're okay with the terms of this agreement. One potential issue that I saw was in section 11.E. it states the County shall provide security services for the facility during all activities. Is this feasible?

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Monday, October 18, 2021 4:13 PM  
**To:** Ronnie Cowan; Sheila Fitzgerald  
**Cc:** Joanna Clay; DeRita Mason  
**Subject:** Re: Joint Use Facility Agreement/County Extension Program

Ronnie and DeRita - this agreement is approved as to legal sufficiency.

Ronnie - were you looking for guidance on getting a response from IT?

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** Ronnie Cowan  
**Sent:** Monday, October 18, 2021 11:19:54 AM  
**To:** Sheila Fitzgerald; Lynn Hoshihara  
**Cc:** Joanna Clay  
**Subject:** RE: Joint Use Facility Agreement/County Extension Program

Attached is the signed agreement form the School Board. The county has not signed yet. The lease is by year much similar to the one we had in Fort Walton. I am sure we will need it for another year since we are waiting on the completion of our new Annex. I suggested a year by year basis because we don't know when the new Annex will be finished. I have not heard how the I.T. will be handled but we will have county computers and tech there. Any guidance would greatly be appreciated

**Ronnie Cowan**  
**4-H/Director**  
**University of Florida IFAS**  
**Okaloosa County**  
**3098 Airport Road**  
**Crestview, FL 32539**  
**(850) 689-5850**  
**Cell (850)-826-1316**  
<http://okaloosa.ifas.ufl.edu/>

**UF** | **IFAS Extension**  
UNIVERSITY of FLORIDA



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STATE OF FLORIDA  
COUNTY OF OKALOOSA

**JOINT USE AGREEMENT**

THIS JOINT USE AGREEMENT made and entered into effective the <sup>2nd</sup> ~~11th~~ day of November ~~October~~ 2021, by and between THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA, a body corporate pursuant to §1001.40, *Florida Statutes*, whose principal address is 120 Lowery Place SE, Fort Walton Beach, Florida, 32548 (hereinafter referred to as "School Board") and the BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, whose principal address is 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida 32579 (hereinafter referred to as "County").

BCC Records  
ML Carson

**WITNESSETH:**

**WHEREAS**, the School Board owns a parcel of real property approximately 200' x 500' in size and the improvements thereon which are a portion of the campus of Okaloosa Technical College located at 1976 Lewis Turner Boulevard, Fort Walton Beach, Florida which are depicted on Attachment "A" hereto (hereinafter referred to as the "Property" and/or the "Joint Use Facility"); and,

**WHEREAS**, the County desires to work cooperatively with the School Board for the purpose of operating and maintaining a joint use educational facility and the Okaloosa County/University of Florida IFAS Okaloosa County Extension Program South Annex ("Extension Program") on the Property; and,

**WHEREAS**, the existing facilities on the Property will be used jointly by the School Board and the Extension Program in their educational support and public service programs; and,

**WHEREAS**, the School Board and the County believe it to be in their best interest to enter

into this Agreement for the joint use of the facilities.

**NOW, THEREFORE,** for and in consideration of the covenants and agreements herein set forth, the parties do hereby agree as follows:

1.     **JOINT USE FACILITY.** The School Board hereby expressly agrees to establish and extend joint use rights to the County, together with School Board, for the Property and improvements thereon in Okaloosa County, Florida, including building 24, #101 which shall be occupied by the Extension Program as its temporary South Annex for educational purposes and as its program support facility.

2.     **TERM AND TERMINATION.** This Agreement shall be for a period of one (1) year with an effective commencement date of November 1, 2021.

3.     **FACILITY USE FEES AND FUTURE EXPENSES.** In consideration for the School Board allowing the County to be a user of the Joint Use Facility, the County shall pay a nominal use fee of One (\$1.00) Dollar to the School Board and shall also be responsible for the utilities for building 24, #101, and the ongoing and continuous maintenance of Extension Program equipment and facilities located on the Property, that it uses and occupies, at its sole expense.

4.     **SCOPE OF USE OF FACILITIES.**

A.     The Joint Use Facility shall continue to be used by the Okaloosa Technical College in support of its school physical plant and educational programs and for other school sponsored and approved events.

B.     The Joint Use Facility shall be used by County for the Extension Program, which will include areas for groups such as Master Gardeners Association, 4-H Youth Development and the Family Consumer Science Programs to meet the needs of its clientele in surrounding communities and to provide advice from experts in gardening, lawn care and other

horticulture topics and for meeting places and classrooms for other service programs and other incidental purposes as are reasonably related thereto.

C. The County shall not sublease any portion of the Property/Joint Use Facility or assign any of its duties and obligations under this Agreement to any third party without the express written consent of the School Board.

5. **FACILITY SCHEDULING.** Ronnie Cowan as County Extension Director or his designee, shall be responsible for scheduling the use of the Joint Use Facility. Priority for use of Building 24, #101, and a portion of the property adjacent to Building 24 to be used for the operation of a nursery and greenhouse shall be given to Extension Program and priority for use of other facilities shall be given to Okaloosa Technical College. Should there be any dispute as to the scheduled use or type of programs or activities to be conducted on the site, the decision of the school principal at Okaloosa Technical College shall be final.

6. **IMPROVEMENTS.**

A. The County shall also have the right, at its cost, to erect or permit to be erected on said Property such improvements or modifications as are reasonably necessary for furthering the permitted uses of said Joint Use Facility, providing that such improvements or modifications conform to local and state construction standards and are first approved by the Superintendent of Schools or his designee. Specifically, County shall be authorized to provide:

- Signage to be affixed along the perimeter fencing to help secure the area from unauthorized usage;
- Routine maintenance and repairs of the building and grounds;
- Additional fencing on the Property for safety purposes.



B. All permanent improvements and additions to the Property will become the property of the School Board and shall remain upon and be surrendered with the Joint Use Facility as a part thereof at the termination and/or expiration of this Agreement.

7. **INSURANCE AND INDEMNITY.**

A. County shall exercise its privileges hereunder at its own risk and expense. The County shall carry and maintain in full force and effect throughout the term of this Agreement, a policy of comprehensive general liability insurance with minimum policy limits of \$300,000.00 per person and \$1,000,000.00 per occurrence. The School Board shall be named as an additional insured on the policy. The County shall also carry Worker's Compensation insurance as required by Florida law. County shall provide a Certificate of Insurance to the School Board annually, during the term of this Agreement, evidencing such coverages. County is responsible for notifying the School Board immediately of any changes in the insurance coverages.

B. The School Board shall exercise its privileges hereunder at its own risk and expense. The School Board shall maintain a self-insurance program in full force and effect throughout the term of this Agreement, providing comprehensive general liability insurance type protection.

C. Neither the County nor the School Board shall be responsible, liable to, or have any obligation to any third-party user for loss of property by reason of theft, fire, storm, hail, flood, or other such casualty.

D. County shall assume all risks for their personnel associated with the use of the Joint Use Facility and release and agree to hold harmless the School Board, its officers, board members, Superintendent of Schools, employees, agents and representatives from any and all liability, actions, cause of actions, debts, claims, or demands of any kind and nature whatsoever



including any medical treatment and expenses incurred as a result of any injury to County personnel or Extension Program guests while utilizing the Joint Use Facility located at Okaloosa Technical College.

E. County shall indemnify, hold harmless, protect and defend the School Board, its officers, board members, Superintendent of Schools, employees, agents and representatives against any and all liability for bodily injury and/or property damage caused by the negligence of County employees or incident to the use of the Property and Joint Use Facility on the campus of Okaloosa Technical College as described in this Agreement. Nothing herein shall be construed as a waiver of the County's sovereign immunity under §768.28, *Florida Statutes*.

8. **LIENS.** The County shall not make any contract or agreement for the construction, alteration, repair or maintenance to said Property/Joint Use Facility or of any improvement now or hereafter erected thereon unless such contract or agreement is in writing and contains an express waiver by such contractor of any and all claims for mechanic's or materialmen's liens against the Property/Joint Use Facility or any improvements now or hereafter erected thereon. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any buildings or improvements, alterations or repairs or maintenance or operation of the facility, at any time shall be or may become entitled to any lien thereon whatsoever.

9. **BREACH.** Should the County breach any of the terms of this Agreement, then the School Board shall have the right, at its option, to immediately terminate this Agreement and to re-enter and re-take possession of the Property/Joint Use Facility.

10. **ATTORNEY'S FEES AND COSTS.** In any action, suit or proceeding to enforce or interpret the terms of this Agreement, or to collect any amount due hereunder, the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all collection and court costs, and all attorney's fees, whether incurred out of court, in the trial, on appeal, or at bankruptcy or administrative proceedings.

11. **MISCELLANEOUS.**

A. Nothing herein contained shall be deemed or construed by the parties nor by any third party as creating the relationship of partnership or joint venture.

B. Whenever the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders where the context requires.

C. No party shall be deemed in default under this Agreement if such party is delayed in the performance of any of its obligations if the delay is due to strikes, lockouts or labor disputes, acts of God, restrictions, regulations or controls of any government or governmental agency, civil commotion, insurrection, revolution, sabotage or enemy or hostile government actions, fire or other casualty or other similar conditions beyond the control of the party delayed. In the event of such delay, all dates for performance shall automatically be extended by a period equal to the aggregate period of all such delays.

D. The County shall keep the Joint Use Facility clean and free of rubbish and shall not allow the accumulation of any unsightly matter(s) or object(s).

12. **NOTICES.** All notices, requests, demands, elections, consents, approvals, designations, and other communications of any kind under this Agreement must be in writing and sent by U.S. Mail or hand delivery addressed to the parties as follows:

School Board:

Superintendent  
Okaloosa County School District  
Administration Office, 120 Lowery Place SE  
Fort Walton Beach, Florida 32548

County:

County Administrator  
Okaloosa County Board of County Commissioners  
1250 N. Eglin Parkway, Suite 100  
Shalimar, Florida 32579

Any party may change the address to which notices are to be sent by giving ten (10) days prior written notice informing the other party of the change of address. Service of notice shall be deemed complete upon mailing or hand delivery.

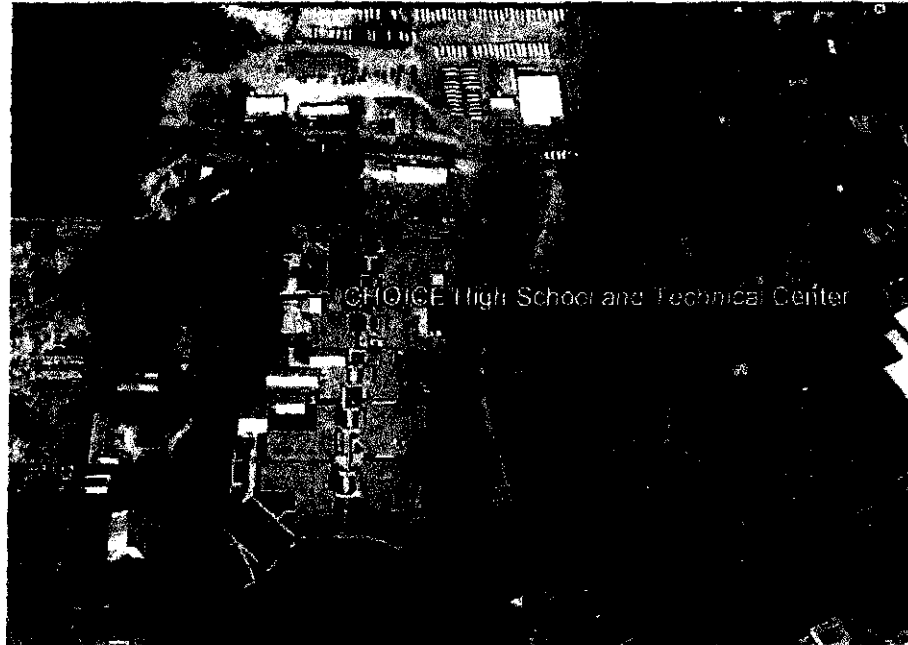
13. **COMPLETE AGREEMENT.** This document contains the complete Agreement between the parties. All negotiations, considerations, representations, and understandings between the School Board and the County relating to the management of the Joint Use Facility are incorporated herein and may only be modified by agreement in writing.

14. **APPLICABLE LAW.** The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement.

15. **PARTIAL INVALIDITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision unless such partial invalidity shall materially or substantially alter the arrangements between the parties hereto or the benefits accruing to either party.

16. **HEADINGS.** The headings of sections are for convenience only and do not define, limit, or construe the contents of such sections.


Attachment "A"



17. **WAIVER**. No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, conditions, or duty of the other party hereto shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition, or duty.

**IN WITNESS WHEREOF**, the parties hereto have caused the signatures of their officers to be set hereunder and their seals to be affixed hereto on the dates indicated below to be effective as of the date first written above.

**ATTEST:**

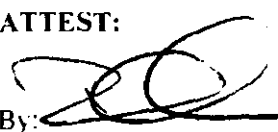
By:   
\_\_\_\_\_  
Marcus Chambers  
Superintendent/Corporate Secretary

**THE SCHOOL BOARD  
OF OKALOOSA COUNTY, FLORIDA**

By:   
\_\_\_\_\_  
Timothy Bryant, Chairman

Date: October 11, 2021

**ATTEST:**

By:   
\_\_\_\_\_  
J.D. Peacock, II  
Clerk of Courts



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

By:   
\_\_\_\_\_  
Carolyn N. Ketchel, Chairman

Date: November 2, 2021

