

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/10/2021

Contract/Lease Control #: C21-3098-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: DESTIN FIRE CONTROL DISTRICT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2021

Expiration Date: 11/01/2021 W/RENEWALS

Description of: STORAGE AGREEMENT FOR ATV

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-608-3897

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

Closed:

Cc: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

C21-3098-700

Procurement/Contract/Lease Number: TBD Tracking Number: 437421
Procurement/Contractor/Lessee Name: Destin Fire Control Grant Funded: YES ___ NO X
Purpose: Storage Agent
Date/Term: 11-1-2021
Department #: ~~_____~~
Account #: ~~_____~~
Amount: _____
Department: T00 Dept. Monitor Name: Adams

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: 7-13-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)
Approved as written: NO Federal funds Grant Name: _____
Date: _____
Grants Coordinator _____

Risk Management Review
Approved as written: see email attached Date: 7-13-21
Risk Manager or designee Lisa Price

County Attorney Review
Approved as written: see email attached Date: 7-14-21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
Approved as written: _____ Date: _____

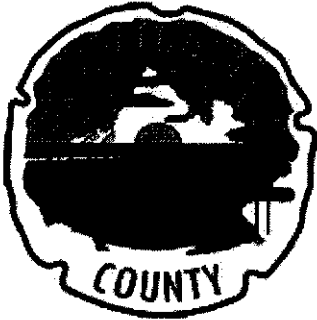
IT Review (if applicable)
Approved as written: _____ Date: _____

DeRita Mason

From: Lisa Price
Sent: Tuesday, July 13, 2021 3:41 PM
To: DeRita Mason
Subject: RE: County Fire Turtle ATV Storage Agreement

This is approved by Risk.

Lisa Price
Risk Management
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



"We are forever indebted to those who have given their lives that we might be free."
Ronald Reagan

For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

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.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, July 13, 2021 2:10 PM
To: Kerry Parsons <kparsons@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: County Fire Turtle ATV Storage Agreement

Please review and approve the attached.

Thank you,

DeRita Mason

From: Lynn Hoshihara
Sent: Wednesday, July 14, 2021 8:45 AM
To: DeRita Mason; Kerry Parsons
Cc: Lisa Price
Subject: Re: County Fire Turtle ATV Storage Agreement
Attachments: County Destin Fire Turtle ATV 7.14.21.docx

DeRita,

Attached are my changes to this agreement. With these changes, it is approved as to legal sufficiency. Since this is a no cost contract, John Hofstad may approve and sign it on behalf of the County.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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.

From: DeRita Mason
Sent: Tuesday, July 13, 2021 3:10:11 PM
To: Kerry Parsons
Cc: Lynn Hoshihara; Lisa Price
Subject: FW: County Fire Turtle ATV Storage Agreement

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CFPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

STORAGE AGREEMENT

THIS STORAGE AGREEMENT ("Agreement"), made this 5th day of July, 2021, between Destin Fire Control District, an independent special district (hereinafter the "District"), and Okaloosa County, Florida, a political subdivision of the State of Florida (hereinafter the "County"). The District and the County may collectively be referred to as the "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, the District is the owner of certain real property identified as Station 10 with an address of 117 Crystal Beach Drive, Destin, Florida 32459 located in Okaloosa County, State of Florida ("Station 10"); and

WHEREAS, the County desires to store its ATV ("ATV"), more particularly described in **Exhibit "A"**, at Station 10 from July 1, 2021 through November 1, 2021 ("Storage Season"); and

WHEREAS, the District has agreed to allow the County to use the shed in the parking lot and the engine bay floor on the main building floor, both located at Station 10 ("Storage Space") to store its fuel and ATV during Storage Season, upon the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the receipt whereof is hereby acknowledged, the Parties hereto agree as follow:

1. Recitals. The recitals set forth herein are true and correct.
2. Storage Use. The District hereby grants to the County, and the County hereby accepts the Storage Space in accordance with the provisions of this Agreement. The Storage Space is located at Station 10. The County agrees the Storage Space is solely to be used for the storage of its fuel and ATV, and for no other purposes. No other items of the County may be stored in the Storage Space or at Station 10 without written consent from the District. The County agrees the Storage Space is to be locked at all times when not in use and will be maintained regularly.
3. Time Period. The use of the Storage Space shall be deemed to have commenced on July 1, 2021 and will terminate without notice on November 1, 2021 at 5:00 p.m. (CST) ("Term"). The Term of this Agreement may only be extended by written agreement between the District and the County.
4. The District's Access. At all times the District shall have complete and uninterrupted access to the Storage Space as reasonably required for inspection or any other use is deems reasonably necessary.
5. The County's Limited Access. The County acknowledges it will receive an electronic code to gain access to the Storage Space and that said electronic code gives the County access to the entire Station 10, plus a key to gain access to the Storage Space. The County acknowledges that even though it has access of the bottom floor of Station 10 via the electronic code, the County agrees to limit its access to the Storage Space and public restroom. The County acknowledges the electronic code and key given to the County is confidential information and property of the District's and agrees it will not disclose or disseminate the electronic code or key to any unauthorized users. Within forty-eight (48) hours of the execution of this Agreement, the County shall provide the District in writing the names and contact information of all persons who will have access to the electronic code and key during the Term of this agreement ("Approved Persons"). The County acknowledges and agrees that only the Approved Persons will be granted access to Station 10

and the Storage Space during the Term. The County may add additional persons to the Approved Persons' list by written consent by the District. The County shall send all requests to add persons to the Approved Persons' list to the following: Kathryn Wagner at kwagner@destinfire.com. The County agrees that the Approved Persons will not be granted authority to access other areas of Station 10 outside the Storage Space. The County agrees that any action(s) taken by any of the Approved Persons to deviate from the limited access given to said Approved Persons will be the sole responsibility of the County. The District reserves the right to deny access to any person, including Approved Persons, if it determines is in the best safety and interest of the District. Once the Term of this Agreement has expired, the County will no longer have access to the Storage Space and Station 10. The County agrees to return the key to the District within forty-eight (48) hours from the termination of the Term.

6. Liability, Indemnity and Hold Harmless. The County agrees to hold harmless and indemnify the District against any loss, injury, death, or damage to persons, the Storage Space, Station 10, or the ATV, which at any time may be suffered or sustained by any third party who may at any time be using or occupying or visiting the Storage Space or Station 10, or be in, on, or about the same, to the extent such loss, injury, death, or damage is caused by any wrongful act or omission, negligence or breach of the indemnifying party, its agents, employees and contractors. This provision shall not be construed as a waiver of the County's sovereign immunity under section 768.28, F.S.

7. Insurance. The County agrees to self-insure against any loss or damage which could be covered by a commercial general liability insurance policy.

8. Force Majeure. Neither party shall be deemed to be in default of any provision of this Agreement or liable for failures in performance resulting from acts or events beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other 'force majeure' events beyond a party's reasonable control.

9. Assignment Prohibited. This Agreement may not be assigned.

10. Authority. The persons signing this Agreement on behalf of each Party hereto represent and warrant that they have full power, authority and legal right to execute, deliver and perform its obligations under this Agreement.

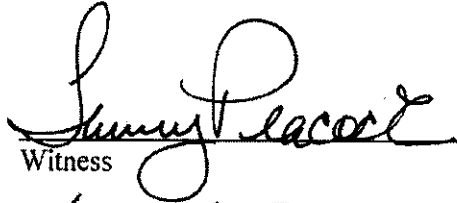
11. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida.

12. Venue. The parties to this Agreement agree that this Agreement was entered into in Okaloosa County, Florida, and if any litigation should arise as a result of either party's breach of the terms and conditions of this Agreement, or any exhibits attached hereto and any collateral documents referenced herein, then venue shall lie solely in the Circuit Court, in and for Okaloosa County, Florida. The parties affirm the Okaloosa County Circuit Court has sole in personam and subject matter jurisdiction over all disputes.

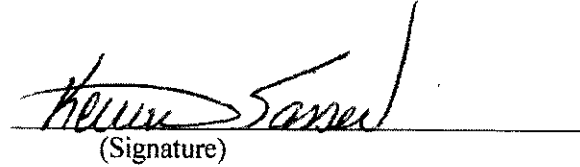
13. Entire Agreement. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the Parties and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

DESTIN FIRE CONTROL DISTRICT


Witness


Witness

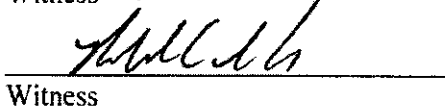

(Signature)

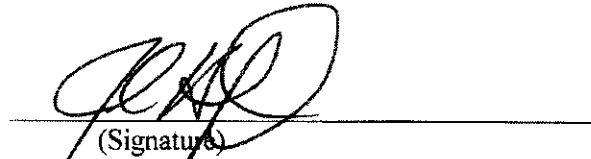
Kevin Sasser
(Name typed or printed)

Fire Chief
(Title)

OKALOOSA COUNTY FLORIDA


Witness


Witness


(Signature)

John Hofstad
(Name typed or printed)

County Administrator
(Title)

EXHIBIT "A"

DESCRIPTION OF ATV

VIN Number 1HFTE4000G4203548
2016 Honda Rancher ATV 4X4