

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/18/2017

Contract/Lease Control #: C12-1963-PW

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY SCHOOL DISTRICT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/05/2017

Expiration Date: 06/05/2022

Description of Contract/Lease: BAKER PARK(CHARLIE DAY ROAD) JOINT USE AGREEMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: Finance Department Contracts & Grants Office



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Administrative Services Corporation DBA Willis Pooling c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C No.):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Okaloosa County School District Attn: Russ Frakes 120 Lowery Place SE Fort Walton Beach, FL 32548	<b>INSURER A:</b> Florida School Boards Insurance Trust <b>NAIC #</b> D2772	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W20919298      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

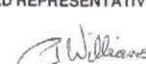
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	FSBIT21CAS7-1	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ Unlimited PRODUCTS - COMP/OP AGG \$ Included \$	
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		FSBIT21CAS7-1	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	FSBIT21CAS7-1	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may Evidence of coverage)

For the General Liability policy, General Aggregate is Unlimite

Okaloosa County are included as Additional Insured as respects

**CONTRACT#: C12-1963-PW**  
**OKALOOSA COUNTY SCHOOL DISTRICT**  
**BAKER PARK (CHARLIE DAY ROAD)**  
**JOINT USE AGREEMENT**  
**EXPIRES: 06/05/2022**

<b>CERTIFICATE HOLDER</b>  Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

C12-1968 PN

DATE (MM/DD/YYYY)  
05/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Willis Administrative Services Corporation DBA Willis Pooling c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center	
	<b>PHONE (A/C No. Ext):</b> 1-877-945-7378	<b>FAX (A/C No.):</b> 1-888-467-2378
<b>E-MAIL ADDRESS:</b> certificates@willis.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Florida School Boards Insurance Trust		D2772
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** W16442245                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		FSBIT19CAS7-1	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included
						MED EXP (Any one person) \$ Excluded
						PERSONAL & ADV INJURY \$ Included
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ Unlimited
POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ Included
OTHER:						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		FSBIT19CAS7-1	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
DED <input type="checkbox"/> RETENTION \$						\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		FSBIT19CAS7-1	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
	N/A					E.L. DISEASE - POLICY LIMIT \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Evidence of coverage


For the General Liability policy, General Aggregate is Unlimited.

Okaloosa County are included as Additional Insureds as respects to General Liability.

<b>CERTIFICATE HOLDER</b>  Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  



# CONTRACT/LEASE RENEWAL FORM

Date: April 28, 2017  
 Company: Okaloosa Co. School District  
 Attn: Superintendent  
 Address: 120 Lowery Place, SE  
 City, St, Zip: Ft. Walton Beach, FL 32548  
 RE: Renewal of Joint Use Agreement for 

CERTIFIED A TRUE  
AND CORRECT COPY

JD PEACOCK II  
CLERK CIRCUIT COURT

BY: Marybeth Jackson  
DEPUTY CLERK

DATE: June 14, 2016



Dear Superintendent,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C12-1963-PW for an additional term. The contract renewal period will be June 5, 2017 to June 5, 2022. The annual budgeted amount for this contract is \$0.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

Dept. Director  
Signature: [Signature]

Date: 6/6/17

Approved By: [Signature]  
(as prescribed below on item 1)  
**Greg Kisela**

Date: 6/6/17

Approved By: \_\_\_\_\_  
(as prescribed below on item 1)

Date: \_\_\_\_\_

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: [Signature]  
Superintendent of Schools,  
Mary Beth Jackson

Approved By: [Signature]  
**Carolyn N. Ketchel**  
Chairman

Title: Chairman

Date: 12 July 2017



**County Department Instructions:**

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.

If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

CONTRACT # C12-1983-PW  
OKALOOSA COUNTY SCHOOL DISTRICT  
BAKER PARK (CHARLIE DAY RD) JOINT USE  
EXPIRES: 06/05/2017

STATE OF FLORIDA  
COUNTY OF OKALOOSA

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT made and entered into this 5th day of June, ~~26th~~ March, 2012 to be effective on June 5, 2012, by and between THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA, a body corporate pursuant to Section 1001.40, F.S., whose principal address is 120 Lowery Place SE, Fort Walton Beach, Florida, 32548 (hereinafter referred to as "School Board") and the OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS, a governmental entity existing under the laws of the State of Florida, whose principal address is 302 N. Wilson Street, Suite 302, Crestview, Florida 32536 (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the County owns certain real property and the improvements thereon located at the corner of Hwy. 4 and Charlie Day Road in Baker, Florida which is known as Baker Park which includes a Baseball Field and parking lot (hereinafter the baseball field and parking lot are referred to as the "Property and/or the "Joint Use Facility"); and,

WHEREAS, the School Board desires to work cooperatively with the County for the purpose of operating joint use educational and recreational facilities on the Property; and,

WHEREAS, the existing facilities on the Property will be used jointly by the County and the School Board in their recreation and educational programs; and,

WHEREAS, the County and the School Board 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 County hereby expressly agrees to establish and extend joint use rights to the School Board, together with County, for the Property and improvements thereon in Okaloosa County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof for general location of the Property/ Joint Use Facility.

2. **TERM AND TERMINATION.** This Agreement shall be for a period of five (5) years with an effective commence date of June 5<sup>th</sup>, 2012, with the option to renew this Agreement for three (3) additional five (5) year terms. This Agreement shall automatically renew unless either party gives notice to the other at least ninety (90) days prior to the end of any five (5) year term of their intent not to renew.

3. **FUTURE EXPENSES.** In consideration for the County allowing the School Board to be a user of the Joint Use Facility, the School Board shall be responsible for the ongoing and continuous maintenance of the Property and all of the recreational facilities and other improvements located on the Property at its sole expense.

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

A. The Joint Use Facility shall be used by Baker School for its school athletic programs and other school sponsored and approved events.

B. The Joint Use Facility shall be used by the County for community educational/recreational programs, for the promotion and support of community recreational and

civic programs and other incidental purposes as are reasonably related thereto.

C. The School Board 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 County.

5. FACILITY SCHEDULING. The Principal of Baker School, or his designee, shall be responsible for scheduling the use of the facilities. Priority for use of the facilities shall be given to the Baker School baseball program. 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 Baker School shall be final.

6. IMPROVEMENTS.

A. The School Board 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 County construction standards and are first approved by the County's Parks Project Manager or his designee.

B. All improvements and additions to the Property will become the property of the County 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. The School Board shall exercise its privileges hereunder at its own risk and expense. The School Board and the County shall each carry and maintain in full force and effect

throughout the term of this Agreement, either liability insurance or a liability self-insurance program to the limit of liability set forth in Section 768.28, Fla. Stat., as same may from time to time be amended.

B. Neither the School Board nor the County 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.

8. LIENS. The School Board 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 School Board breach any of the terms of this Agreement, then the County 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 School Board 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).

E. The School Board shall provide security services for the Joint Use Facility and maintain order and control during all activities and events conducted by or through the School Board at the Joint Use Facility. The School Board shall be authorized to enforce its policies and all laws applicable to public school events and activities during all school sponsored

functions at the Joint Use Facility.

12. NOTICES. All notices, requests, demands, elections, consents, approvals, designations and other communications of any kind must be in writing and addressed to the parties as follows:

County:

James Puckett  
Okaloosa County Parks Operations Manager  
302 N. Wilson Street, Suite 302  
Crestview, Florida 32536

School Board:

Superintendent  
Okaloosa County School District  
Bay Area Administrative Office  
120 Lowery Place, SE  
Fort Walton Beach, FL 32548

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.

13. COMPLETE AGREEMENT. This document contains the complete Agreement between the parties. All negotiations, considerations, representations, and understandings between the County and the School Board 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.


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 above written.

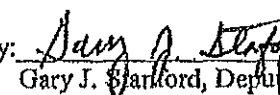

ATTEST:

By:   
Alexis Tibbetts, Ed.D.  
Superintendent/Secretary

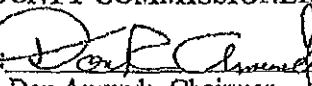
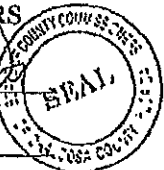
THE SCHOOL BOARD OF OKALOOSA  
COUNTY, FLORIDA

By:   
Rodney L. Walker, Chairman  
Date: March 26, 2012

ATTEST:

By:   
Gary J. Starkford, Deputy Clerk  


OKALOOSA COUNTY BOARD OF  
COUNTY COMMISSIONERS

By:   
Don Amunds, Chairman  
Date: 6/7/12  




PW #1

# BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** July 11, 2017  
**TO:** Honorable Chairman and Members of the Board  
**FROM:** Jason Autrey  
**SUBJECT:** 5 Year Renewal of the Joint Use Agreement with Okaloosa School Board  
**DEPARTMENT:** Public Works  
**BCC DISTRICT:** 3


**STATEMENT OF ISSUE:** Request approval of a 5 year lease renewal of the Joint Use Agreement between Okaloosa County School Board and the Board of County Commissioners.


**BACKGROUND:** On June 7th, 2012, a Joint Use Agreement with the Okaloosa County School Board was approved by Okaloosa County Board of County Commissioners. The Joint Use Agreement was for use of the large baseball field located at the Baker Ball Park. Baker School utilizes this field for the school athletic programs and other school sponsored events. The agreement also allows the Baker Area Youth Association continued use of the facility for community educational /recreational programs and other incidental purposes as are reasonably related thereto.

The renewal of the Joint Use Agreement has been approved by the Okaloosa County School Board and has been approved by Okaloosa County Purchasing, Risk Management and the County Attorney.

**OPTIONS:** Approve/disapprove the 5 year renewal of the Joint Use Agreement with the Okaloosa County School Board.

**RECOMMENDATIONS:** Motion to approve the 5 year renewal of the Joint Use Agreement with the Okaloosa County School Board for use of the large baseball field located at the Baker Ball Park.

**RECOMMENDED BY:**   
 Jason Autrey, Director, Public Works 6/23/2017

**APPROVED BY:**   
 John Hofstad, County Administrator 7/3/2017  
 John Hofstad, County Administrator

**SCANNED**  


# SCHOOL DISTRICT OF OKALOOSA COUNTY

SUPERINTENDENT OF SCHOOLS  
MARY BETH JACKSON

ATTORNEY TO THE BOARD  
C. JEFFREY McINNIS, Esq.



BOARD MEMBERS  
TIM BRYANT  
DEWEY DESTIN  
MELISSA THRUSH  
RODNEY L. WALKER  
LAMAR WHITE

## FACILITIES PLANNING & MAINTENANCE DEPARTMENT

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May 24, 2017

Facility Maintenance/Parks Division

Attn: Amy Allen

5489 Old Bethel Road

Crestview, FL 32536

Subject: Renewal of Contract for Joint Use Agreement of Baker Ball Park Property  
Between the Okaloosa County School District and the Okaloosa County  
Board of County Commissioners (#C12-1963-PW)

Dear Ms. Allen,

In regard to your letter dated April 28, 2017, enclosed please find the original Contract/Lease Renewal Form that has been signed by Mary Beth Jackson, Superintendent of Schools.

If you should have any questions please do not hesitate to contact our office.

Respectfully,

A handwritten signature in cursive script that reads "Steve Bolton".

Steve Bolton, Director  
Facilities Planning and Maintenance  
Carver Hill Complex  
461 W. School Avenue  
Crestview, Florida 32536

ADMINISTRATION COMPLEX-120 LOWERY PLACE S.E.-FORT WALTON BEACH, FLORIDA 32548  
TELEPHONE (850) 833-3100 FAX (850) 833-3436

CARVER HILL ADMINISTRATION COMPLEX-461 W. SCHOOL AVENUE-CRESTVIEW, FLORIDA 32536  
TELEPHONE (850) 689-7158 FAX (850) 689-7410

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C12-1963-PW Tracking Number: 2552-17  
Contractor/Lessee Name: Okaloosa County School District Grant Funded: YES  NO   
Purpose: Joint Use Agreement  
Date/Term: June 5, 2022 1.  GREATER THAN \$50,000  
Amount: 20000 2.  GREATER THAN \$25,000  
Department: PW 3.  \$25,000 OR LESS  
Dept. Monitor Name: Ruby  
Document has been reviewed and includes any attachments or exhibits.

**Purchasing Review**

Procurement requirements are met:  
DeRita Mason Date: 6-14-17  
Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

**Risk Management Review**

Approved as written: NO RISK element 6-14-17  
Date: \_\_\_\_\_  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written:  
[Signature] Date: 6-14-17  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Contracts & Grants**

Document has been received:  
\_\_\_\_\_  
Contracts & Grants Manager Date: \_\_\_\_\_

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: June 16, 2012

Contract/Lease Control #: #C12-1963-PW

Bid #: NA Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY SCHOOL DISTRICT

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 06/05/2012

Expiration Date: 06/05/2017, WITH 3, FIVE YEAR RENEWALS

Description of Contract/Lease: BAKER PARK (CHARLIE DAY ROAD) JOINT USE AGREEMENT

Department Manager: PW

Department Monitor: HOFSTAD

Monitor's Telephone #: 689-5770

Monitor's FAX # OR E-Mail: JHOFSTAD@CO.OKALOOSA.FL.US

Date Closed: \_\_\_\_\_

Remarks:

Cc: Finance Dept Contracts & Grants Division

**STATE OF FLORIDA  
COUNTY OF OKALOOSA**

**ADDENDUM TO JOINT USE AGREEMENT**

**\*\***

**THIS ADDENDUM** is made and entered into this 11th day of August 2014, by and between **THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA**, a body corporate pursuant to Section 1001.40, F.S., whose principal address is 120 Lowery Place SE, Fort Walton Beach, Florida, 32548 (hereinafter referred to as "School Board") and the **OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**, a governmental entity existing under the laws of the State of Florida, whose principal address is 302 North Wilson Street, Suite 302, Crestview, Florida 32536 (hereinafter referred to as "County").

**WITNESSETH:**

**WHEREAS**, the School Board and the County did enter into that certain Joint Use Agreement dated June 5, 2012, setting forth the terms and conditions under which the County established and extended joint use rights to the School Board for the use, by Baker School for its school baseball program, of certain recreational facilities owned by the County and described under that agreement as the Joint Use Facility; and,

**WHEREAS**, the School Board has requested permission from the County to locate a portable building on the County property adjacent to the Joint Use Facility for purposes of providing a locker room and team meeting facility for the Baker School baseball team.

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

1. The following additional provisions shall be added to Section 6, entitled "Improvements" of the Joint Use Agreement:

C. Notwithstanding the provisions of this Section to the contrary, the School Board shall be authorized to locate, on County property adjacent to the Joint Use Facility, a portable modular building for the purpose of providing locker room and team meeting facilities for the Baker School baseball team when it is using the Joint Use Facility. The County and the School Board will coordinate the actual site for the portable building before it is relocated to County property. The



School Board shall be responsible for the installation, utility hook-ups, maintenance and ongoing utility expenses for operating the portable building. This portable building shall remain the exclusive property of the School Board and, at the end of the Joint Use Agreement, the School Board shall be allowed to disconnect the utilities and remove the portable building from the County property at its sole expense.

2. Except as modified and amended by this Addendum, the original terms and conditions of the Joint Use Agreement shall remain in full force and effect.

**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 above written.

**ATTEST:**

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


By: Mary Beth Jackson  
Mary Beth Jackson  
Superintendent/Secretary

By: Rodney L. Walker  
Rodney L. Walker, Chairman  
Date: 8-11-2014

**ATTEST:  
DON W. HOWARD, CLERK OF  
COURT**

**OKALOOSA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: Gary J. Stanford  
Gary J. Stanford, Deputy Clerk



By: Charles K. Windes, Jr.  
Charles K. Windes, Jr., Chairman  
Date: 9/4/14




EXHIBIT D

CONTRACT & LEASE  
INTERNAL COORDINATION SHEET

Contract/Lease Number: \_\_\_\_\_ Tracking Number: 42812

Contractor/Lessee Name: Okaloosa Co. School Board

Purpose: Joint Use Agreement / Soccer Ball Fields

Date/Term: 5 years 1.  GREATER THAN \$50,000

Amount: n/a 2.  GREATER THAN \$25,001

Department: Public Works 3.  \$25,000 OR LESS

Dept. Monitor Name: J. Hefner / J. Puckett

Purchasing Review

Procurement requirements are met: [Signature] Date: 4/30/12

Contracts & Lease Coordinator

Risk Management Review

Approved as written: [Signature] Date: 5/3/12

Risk Management Director

County Attorney Review

Approved as written: [Signature] Date: 5/7/12

County Attorney

Following Okaloosa County approval:

Contract & Grant

Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_

Contracts & Grants Manager

STATE OF FLORIDA  
COUNTY OF OKALOOSA

**JOINT USE AGREEMENT**

THIS JOINT USE AGREEMENT made and entered into this ~~26<sup>th</sup>~~ <sup>5<sup>th</sup></sup> day of ~~March~~ <sup>June</sup>, 2012 to be effective on ~~June 5~~, 2012, by and between **THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA**, a body corporate pursuant to Section 1001.40, F.S., whose principal address is 120 Lowery Place SE, Fort Walton Beach, Florida, 32548 (hereinafter referred to as "School Board") and the **OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**, a governmental entity existing under the laws of the State of Florida, whose principal address is 302 N. Wilson Street, Suite 302, Crestview, Florida 32536 (hereinafter referred to as "County").

**WITNESSETH:**

**WHEREAS**, the County owns certain real property and the improvements thereon located at the corner of Hwy. 4 and Charlie Day Road in Baker, Florida which is known as Baker Park which includes a Baseball Field and parking lot (hereinafter the baseball field and parking lot are referred to as the "Property and/or the "Joint Use Facility"); and,

**WHEREAS**, the School Board desires to work cooperatively with the County for the purpose of operating joint use educational and recreational facilities on the Property; and,

**WHEREAS**, the existing facilities on the Property will be used jointly by the County and the School Board in their recreation and educational programs; and,

**WHEREAS**, the County and the School Board 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 County hereby expressly agrees to establish and extend joint use rights to the School Board, together with County, for the Property and improvements thereon in Okaloosa County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof for general location of the Property/ Joint Use Facility.

2. **TERM AND TERMINATION.** This Agreement shall be for a period of five (5) years with an effective commence date of June 5<sup>th</sup>, 2012, with the option to renew this Agreement for three (3) additional five (5) year terms. This Agreement shall automatically renew unless either party gives notice to the other at least ninety (90) days prior to the end of any five (5) year term of their intent not to renew.

3. **FUTURE EXPENSES.** In consideration for the County allowing the School Board to be a user of the Joint Use Facility, the School Board shall be responsible for the ongoing and continuous maintenance of the Property and all of the recreational facilities and other improvements located on the Property at its sole expense.

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

A. The Joint Use Facility shall be used by Baker School for its school athletic programs and other school sponsored and approved events.

B. The Joint Use Facility shall be used by the County for community educational/recreational programs, for the promotion and support of community recreational and

civic programs and other incidental purposes as are reasonably related thereto.

C. The School Board 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 County.

5. **FACILITY SCHEDULING.** The Principal of Baker School, or his designee, shall be responsible for scheduling the use of the facilities. Priority for use of the facilities shall be given to the Baker School baseball program. 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 Baker School shall be final.

6. **IMPROVEMENTS.**

A. The School Board 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 County construction standards and are first approved by the County's Parks Project Manager or his designee.

B. All improvements and additions to the Property will become the property of the County 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. The School Board shall exercise its privileges hereunder at its own risk and expense. The School Board and the County shall each carry and maintain in full force and effect

throughout the term of this Agreement, either liability insurance or a liability self-insurance program to the limit of liability set forth in Section 768.28, Fla. Stat., as same may from time to time be amended.

B. Neither the School Board nor the County 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.

8. **LIENS.** The School Board 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 School Board breach any of the terms of this Agreement, then the County 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 School Board 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).

E. The School Board shall provide security services for the Joint Use Facility and maintain order and control during all activities and events conducted by or through the School Board at the Joint Use Facility. The School Board shall be authorized to enforce its policies and all laws applicable to public school events and activities during all school sponsored

functions at the Joint Use Facility.

12. **NOTICES.** All notices, requests, demands, elections, consents, approvals, designations and other communications of any kind must be in writing and addressed to the parties as follows:

**County:**

James Puckett  
Okaloosa County Parks Operations Manager  
302 N. Wilson Street, Suite 302  
Crestview, Florida 32536

**School Board:**

Superintendent  
Okaloosa County School District  
Bay Area Administrative Office  
120 Lowery Place, SE  
Fort Walton Beach, FL 32548

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.

13. **COMPLETE AGREEMENT.** This document contains the complete Agreement between the parties. All negotiations, considerations, representations, and understandings between the County and the School Board 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.

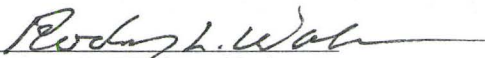
17. **WAIVER.** No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, conditions, or duty of the other party hereto shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

**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 above written.

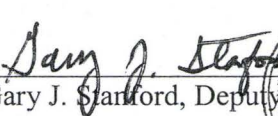

**ATTEST:**

By:   
Alexis Tibbetts, Ed.D.  
Superintendent/Secretary

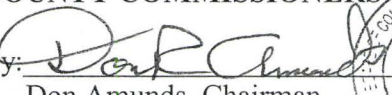
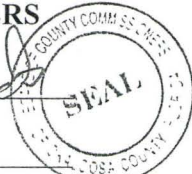
**THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA**

By:   
Rodney L. Walker, Chairman  
Date: March 26, 2012

**ATTEST:**

By:   
Gary J. Stanford, Deputy Clerk 

**OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

By:   
Don Amunds, Chairman   
Date: 4/17/12

# SCHOOL DISTRICT OF OKALOOSA COUNTY

SUPERINTENDENT OF SCHOOLS  
ALEXIS TIBBETTS, Ed.D.

ATTORNEY TO THE BOARD  
C. JEFFREY McINNIS, Esq

DIRECTOR OF FACILITIES  
Bill Smith, Ed.D.



BOARD MEMBERS  
CINDY FRAKES  
CHUCK KELLEY  
CATHY THIGPEN  
MELISSA THRUSH  
RODNEY L. WALKER

March 30, 2012

Mr. Don Amunds, Chairman  
Okaloosa County Board of  
County Commissioners  
1804 Lewis Turner Blvd - Suite 100  
Ft. Walton Beach, FL 32547

RE: Joint Use Agreement  
Baker Park, Baker, Florida

Dear Chairman Amunds,

Enclosed you will find two (2) originals of the Joint Use Agreement between the Board of County Commissioners and the Okaloosa County School Board for the use of Baker Park, Charlie Day Road in Baker, Florida. This agreement was approved by the School Board on March 26, 2012, and has been signed by the appropriate persons. We ask that you execute the appropriate sections for the County on Page 7 and return one (1) fully executed original to our office.

We thank you in advance for your assistance in completing this agreement.

Respectfully,

A handwritten signature in black ink, appearing to be "Bill Smith", written over a circular stamp or mark.

Bill Smith, Ed.D.  
Director of Facilities

WES/dw