

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/22/2014

Contract/Lease Control #: C14-2176-BCC

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: STATE OF FLORIDA, DEPT OF HEALTH

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/17/2014

Term: 04/16/2019

Description of Contract/Lease: MOA POD STRATEGIC NATIONAL STOCKPILE OKALOOSA ISLAND BOARDWALK

Department: BCC

Department Monitor: CHAIRMAN

Monitor's Telephone #: 850-651-7105

Monitor's FAX # or E-mail:

Closed: _____


cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C 14-2176-BCC Tracking Number: 926-14
Contractor/Lessee Name: State of Florida Dept of Health Grant Funded: YES ___ NO X
Purpose: MDA - Boardwalk
Date/Term: 5 years 1. GREATER THAN \$50,000
Amount: N/A 2. GREATER THAN \$25,000
Department: PW 3. \$25,000 OR LESS
Dept. Monitor Name: Hofstad / Puckett / S. May
Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:


Purchasing Director or Designee Joanne Kublik Date: 4-3-14

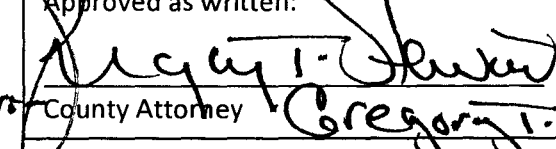
Risk Management Review

Approved as written:


Risk Manager or designee Carol Rhea Date: 4/4/14

County Attorney Review

Approved as written:


Interim County Attorney Gregory I. Stewart Date: 4-7-14

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager Date: _____

**FLORIDA DEPARTMENT OF HEALTH
IN OKALOOSA COUNTY
Memorandum of Agreement
Review Routing Form**

	TO	ACTION	SIGNATURE and DATE
1	Requestor/POC	Route to branch Senior leader	Katie Holbrook 3/7/14
2	Branch Senior Leader	Review & forward to Section Chief	Spencer Barber 3/7/14
3	Section Chief	Review and forward to Contract Administrator	Pauli Tucker 3/10/14
4	Business Office	Review	
5	Contract Administrator	Review & forward to Legal Counsel	Laura Green 3/12/14
6	Legal Counsel	Review & Sign & email to Contract Administrator	Nathalie McBellips 3/17/14
7	Contract Administrator	Print 2 copies, Route to Director	Laura Green 3-17-14
8	Director, OCHD	EXECUTE/Sign 2 copies & route to Contract Administrator	KAC 3/19/14
9	Contract Administrator	Route to Requestor/POC	Laura Green 3/20/14
10	Requestor/POC	Route to vendor for signature	
11	Vendor	Keep one original. Mail second original contract to Contract Administrator	
12	Contract Administrator	<u>Distribution</u> Originating Department: 1 copy Contract Admin: 1 original Finance & Acct: 1 copy	
Point of Contact		Department	Phone
Katie Holbrook		Emergency Preparedness & Response	850-833-9240 x 2149

Project: Florida Department of Health in Okaloosa County Strategic National Stockpile Plan

Amount: No associated costs.

Begin Date: Effective when signed. **End Date:** 5 years from date of signature.

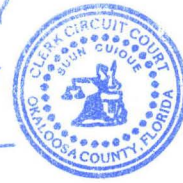
Brief Description of Project:

The purpose of this Memorandum of Agreement is to designate The Boardwalk on Okaloosa Island as a drive-thru Point of Dispensing (POD) for Strategic National Stockpile medicines and supplies, serving resident and transient populations in Okaloosa County during public health emergencies. Designation and/or utilization of The Boardwalk on Okaloosa Island as a drive-thru POD will not result in reimbursable transactions/costs between the Okaloosa County Board of County Commissioners and the Florida Department of Health in Okaloosa County.

CERTIFIED A TRUE
AND CORRECT COPY

DON W. HOWARD
CLERK CIRCUIT COURT

BY Janice Ward
DEPUTY CLERK



MEMORANDUM OF AGREEMENT

FOR DATE April 21, 2014

**FACILITY USE FOR STRATEGIC NATIONAL STOCKPILE POINT OF DISPENSING
IN OKALOOSA COUNTY, FLORIDA**

Lease Number:

Lessor Fed ID:

This Agreement, entered into by and between the Okaloosa County Board of County Commissioners ("Lessor") and the State of Florida, Department of Health ("Lessee"), is to support the use of The Boardwalk on Okaloosa Island ("property") as a Strategic National Stockpile drive-through Point of Dispensing to the Okaloosa County community. The parties agree as follows:

1. **PROPERTY:** Lessor donates to Lessee the temporary use of the following described property: The Boardwalk on Okaloosa Island – parking lot, located at 1450 Miracle Strip Parkway, Fort Walton Beach, Florida. Lessee shall have the use of the property and adjacent areas.
2. **PURPOSE:** The property shall be used during the term of the Agreement by the State of Florida, its staff and registered volunteers, as a drive-through Point of Dispensing ("POD") for dispensing materials from the Strategic National Stockpile as a measure to protect the public health. For purposes of this Agreement, "dispensing" means the provision of vaccinations or oral medications to a segment of the population for purposes of prophylaxis in a public health threat event. It specifically does not mean Section 465.003(6), Florida Statutes, dispensing.
3. **TERM:** This Memorandum of Agreement will begin effective when signed by all parties and will expire five years from the last signature date, unless amended or canceled in writing. See paragraph 9.

a. **CONDITIONS:** The Lessor will:

- (1.) Upon declaration of a Public Health emergency and request by the County Strategic National Stockpile (SNS) Coordinator provide, at no cost to the Lessee, complete and sole use of the property for POD operations.
- (2.) Conduct a brief walk-through to establish the condition of the property prior to occupation by Lessee personnel.
- (3.) Provide for use as required any materials and equipment assigned to the property. The property representative will brief the POD set-up team leader of the location and capabilities of all telecommunications equipment, furniture, audio-visual equipment and other materials available for use.
- (4.) Provide a 24-hour point of contact to help resolve any property issues that may occur during POD operations.

b. The Lessee will:

- (1.) Dependent upon time and/or manpower, either participate jointly in the property inspection with the Lessor or accept their report as the actual

CONTRACT # C14-2176-BCC
STATE OF FLORIDA, DEPT OF HEALTH
MOA POD STRATEGIC NATIONAL
STOCKPILE OKALOOSA ISLAND BOARDWALK
EXPIRES: 04/16/2019

condition of the property prior to POD operations. The Lessee POD Manager will decide which method will be utilized.

- (2.) Provide all manpower and equipment, not already available at the property, required to set-up, secure, and conduct POD operations at the property.
- (3.) Occupy the property for the minimum time possible to conduct effective POD operations as determined by the SNS Incident Commander.
- (4.) Upon termination of POD operations, restore the property to the same condition as it was prior to POD operations being conducted.

4. RENT: No rent or any additional consideration is due to or from either party.
5. ASSIGNMENT AND SUBLETTING: Lessee shall make no unlawful, improper, or offensive use of the property; nor assign or sublet any part of said property without the written consent of the Lessor; and Lessee shall quit and deliver up said property at the end of said term in as good condition as they were at the beginning of said term, excepting only ordinary wear, decay, and damage by the elements.
6. DONATION NATURE OF AGREEMENT: Lessor is donating the temporary use of property under this Agreement, and the donation will be recorded through the Lessee's procedures. Lessor will establish an approximate value of the donation for this purpose.
7. MAINTENANCE AND REPAIRS: N/A.
8. TAXES: N/A.
9. AMENDMENT OR CANCELLATION: Any amendment must be in writing and signed by both parties. Any cancellation must be in writing and hand-delivered to or faxed to a party signatory.
10. LESSOR'S ACCESS TO PROPERTY: Lessor reserves the right to remain on the property at all times during this Agreement.
11. SCOPE OF USE: Lessee is entitled to quiet enjoyment of the property and shall not be evicted or disturbed in possession of the property so long as Lessee complies with the terms of this Agreement. Lessee shall be entitled to conduct its legal business on the property in its exclusive discretion during the life of this Agreement.
12. UTILITIES: Lessor shall be responsible for all utilities and related property charges, including charges for water, sewage, and trash pick-up during the term of this Agreement.
13. INSURANCE. At all times, Lessor is responsible for the insurance of the property for its use under this Agreement. Lessee, a state agency or subdivision, is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. Lessee certifies that it maintains, and agrees to continue to maintain during the term of this Agreement, general and professional liability protection coverage through the Risk Management Trust Fund, and that this protection extends to the Department of Health, its officers, employees, and agents, and covers statutory liability exposure to the limitations

described in Section 768.28, Florida Statutes. Lessee will convey a copy of its current Certificate of Coverage upon request.

14. CONFIDENTIALITY. The parties shall maintain confidentiality of all protected health information, including client records, related to the services provided pursuant to this Agreement, in compliance with all applicable state and federal laws, rules and regulations.


15. INDEPENDENT STATUS. No relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents or employees. The parties agree that they will never act or represent that they are acting as an agent of the other, or incur any obligations on the part of the other party.

16. AUTHORITY: The signatories below possess authority to enter into this Agreement on behalf of their principals. This Agreement is effective on the date of the last signature on the Agreement, and no amendments or side agreements exist except as provided in paragraph 9 above.

17. This Agreement is made 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. Venue shall lie in Okaloosa County, Florida.


Okaloosa County
Board of County Commissioners

State of Florida
Department of Health



Charles K. Windes, Jr.
Chairman of the Board





Karen A. Chapman, M.D., M.P.H.
Director

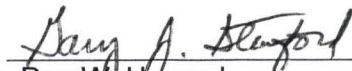
4-17-14

Date

3/21/14

Date

Okaloosa County
Clerk of Circuit Court



Don W. Howard
Clerk of Circuit Court



4-21-14

Date