

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: August 15, 2023
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Butch Hendrick
SUBJECT: Third Amendment to the Lease between Okaloosa County and North Okaloosa Historical Association
DEPARTMENT: Facility and Park Maintenance
BCC DISTRICT: 3

STATEMENT OF ISSUE: Request approval of the Third Amendment to the Lease between Okaloosa County and the North Okaloosa Historical Association, Inc. (Baker Block Museum) to be part of the original Lease dated October 1, 2005, Lease No. L06-0259-PW.

BACKGROUND: The North Okaloosa Historical Association (aka Baker Block Museum) received a significant price increase on the property insurance for the Baker Block Museum over the past year. According to the Director the premium was going from \$5,000 annually to almost \$14,000 annually). The County actually owns the buildings and property that hosts the museum there for \$1 per year. In an effort to further help the museum and ease this financial burden the County can insure the property at a lower rate when included on the County policy and hold that cost to the museum.

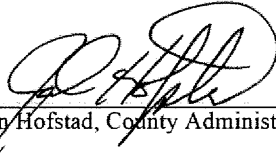
The County will now carry the necessary property insurance on its property for the Baker Block Museum under the previous insurance terms and the Museum Lessee will in turn pay a premium of \$5,000.00 per year to the County, which again was the cost of its former insurance policy. The 2023 payment of \$5,000.00 will be due once all parties have signed this amendment. All future payments shall be paid on April 1 of each year. The Lessee will continue to provide all other coverages outlined in the original agreement to include general liability, see updated insurance requirement attached as Attachment "A" to this amendment and made a part of the agreement.

OPTIONS: Approve/Disapprove/Postpone

RECOMMENDATIONS: Approval of the third lease amendment to add the North Okaloosa Historical Association/Baker Block Museum to the County's insurance policy and provide reimbursement of the premium annually.


Butch Hendrick, Director Facility & Parks Maintenance 8/8/2023

RECOMMENDED BY:



John Hofstad, County Administrator

8/9/2023

APPROVED BY:



CONTRACT: L06-0259-PW
NORTH OKALOOSA HISTORY
NORTH COUNTY MUSEUM/BAKER
EXPIRES: 10/18/2025

**THIRD AMENDMENT TO THE LEASE BETWEEN
OKALOOSA COUNTY, FLORIDA AND
NORTH OKALOOSA HISTORICAL ASSOCIATION
LEASE NO. L06-0259-PW**

This Third Amendment to the Lease between Okaloosa County, a political subdivision of the State of Florida (the "County"), and North Okaloosa Historical Association, Inc. (the "Lessee"), executed this 25th day of July ^{August}, 2023, is made a part of the original Lease dated October 1, 2005, Lease No. L06-0259-PW (the "original Agreement"), incorporated herein by reference. The County and Lessee hereby agree as follows:

M. Everton
BCC Records

1. The parties wish to amend Section 12 of the original Lease as follows:

The County will now carry the necessary property insurance for the Baker Block Museum and the Lessee will pay a premium of \$5,000.00 per year to the County. The 2023 payment of \$5,000.00 will be due once all parties have signed this amendment. All future payments shall be paid on April 1 of each year. The Lessee will continue to provide all other coverages outlined in the original agreement to include general liability, see updated insurance requirement attached as Attachment "A" to this amendment and made a part of the agreement.

2. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated October 1, 2005 and any amendments thereto, shall remain in full force and effect.
3. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

NORTH OKALOOSA HISTORICAL ASSOCIATION, INC.:

Brenda Russell
Signature

TITLE: President NOHA

Brenda Russell
Print Name

ATTEST:

[Signature]
J.D. Peacock, II, Clerk

OKALOOSA COUNTY, FLORIDA

BY: [Signature]
Robert A. "Trey" Goodwin, III, Chairman



Attachment "A"



GENERAL SERVICES INSURANCE REQUIREMENTS FOR LEASES

INSURANCE REQUIREMENTS

1. The lessee shall not occupy said premises until all required insurance has been obtained and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X according to the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation insurance, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this lease. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Lessee.
6. The County reserves the right at any time to require the Lessee to provide copies of any insurance policies to document the insurance coverage specified in this lease.

WORKERS' COMPENSATION INSURANCE

1. The Lessee shall secure and maintain during the life of this Lease Workers' Compensation insurance for all of his employees employed at the site or any site connected with this lease; evidence of insurance shall be furnished to the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, shall be excluded from the Workers' Compensation insurance



coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

4. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.
5. A Waiver of Subrogation is required to be shown on the Certificate of Insurance.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the Lessee does not own vehicles, the Lessee shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Lessee must maintain this insurance coverage throughout the life of this lease.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Lessee shall carry Commercial General Liability insurance against all claims for Bodily Injury and Personal and Advertising Injury liability caused by the lessee.
2. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Operations Liability
 - 2.) Occurrence Bodily Injury and Liability

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence



(A combined single limit)

4. Personal and Advertising Injury \$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Lessee agrees to report any incident or claim that results from this lease. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Lessee's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Lessee becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Lessee shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Lessee.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted to and approved by Okaloosa County. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The lessee shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the lessee to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536
4. All certificates shall be subject to Okaloosa County's approval of adequacy of protection. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.



GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Lessee required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Lessee of any responsibility under this lease.

The Lessee hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Lessee under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Lessee shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLAS insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLAS liability coverage must equal or exceed the minimum liability insurance limits stated in this lease. An EXCESS liability policy must be submitted showing which policy it applies to.

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

Procurement/Contract/Lease Number: L06-0259-PW Tracking Number: 4969-23
Procurement/Contractor/Lessee Name: North Okaloosa Historical Association Grant Funded: YES ___ NO X
Purpose: Amendment #3
Date/Term: 10-1-25 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: MA 3. \$50,000 OR LESS
Amount: _____
Department: PW Dept. Monitor Name: Aulby

Purchasing Review

Procurement or Contract/Lease requirements are met: [Signature] Date: 6/16/23
Purchasing Manager or designee: _____ DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written; no federal aid Grant Name: _____ Date: _____
Grants Coordinator: _____ Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 6/16-23
Risk Manager or designee: _____ Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 6/29/23
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: Lynn Hoshihara
Sent: Thursday, June 29, 2023 8:33 AM
To: DeRita Mason
Cc: 'Parsons, Kerry'
Subject: Re: L06-0259-PW 3rd amendment

DeRita,

Please move the last sentence under section 1 so that there's not all those spaces after "Attachment A." With that change, this is approved.

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: Wednesday, June 21, 2023 3:09:58 PM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'
Subject: RE: L06-0259-PW 3rd amendment

Lynn,
Please see updated with your requested changes and insurance attached to cover your comment.
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
Office:(850) 689-5960 Ext. 6966
Cell: (850) 826-8010

DeRita Mason

From: Karen Thomas
Sent: Friday, June 16, 2023 2:24 PM
To: DeRita Mason
Cc: Odessa Cooper-Pool
Subject: RE: L06-0259-PW 3rd amendment.docx

Yes, This is approved by risk for insurance purposes.

Thank you

Karen Thomas

Karen Thomas
Risk Manager
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.689.5978 / 850.758-2790 Cell
KThomas@myokaloosa.com



From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, June 16, 2023 2:23 PM
To: Karen Thomas <kthomas@myokaloosa.com>
Subject: RE: L06-0259-PW 3rd amendment.docx


Thank you, I will send to legal now, is it approved via risk with these changes?

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
Office:(850) 689-5960 Ext. 6966

2060259

CERTIFICATE OF COVERAGE		ISSUED ON: 06/15/2023	
COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST			
PACKAGE AGREEMENT NUMBER: PX FL1 0461046 22-13		COVERAGE PERIOD: 10/01/2022 TO 10/01/2023 12:01 AM	
COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage 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 coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.			
Mail to: Certificate Holder Baker Block Museum 1307 State Rd 4 & FL-189 Baker, FL 32531		<i>Designated Member</i> Okaloosa County BOCC 302 N Wilson Street Suite 301 Crestview, FL 32526	
LIABILITY COVERAGE <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury: Limit \$1,000,000 \$100,000 SIR Deductible <input checked="" type="checkbox"/> Employee Benefits Liability Limit \$1,000,000 \$100,000 SIR Deductible <input type="checkbox"/> Employment Practices Liability Limit Deductible <input type="checkbox"/> Public Officials Liability Limit Deductible <input checked="" type="checkbox"/> Law Enforcement Liability Limit \$1,000,000 \$100,000 SIR Deductible		WORKERS' COMPENSATION COVERAGE WC AGREEMENT NUMBER: <input checked="" type="checkbox"/> Self Insured Workers' Compensation \$500,000 <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate Disease	
PROPERTY COVERAGE Buildings & Personal Property Limit: Per schedule on file with Trust Deductible <i>Note: See coverage agreement for wind, flood, and other deductibles.</i> Rented, Borrowed and Leased Equipment Limit: \$ 0 TIV See Schedule for Deductible Total All other Inland Marine Limit: \$ 0 TIV See Schedule for Deductible		AUTOMOBILE COVERAGE <input checked="" type="checkbox"/> Automobile Liability Limit \$1,000,000 \$100,000 SIR Deductible <input checked="" type="checkbox"/> All Owned Specifically Described Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos <input checked="" type="checkbox"/> Automobile Physical Damage <input checked="" type="checkbox"/> Comprehensive See Schedule for Deductible <input checked="" type="checkbox"/> Collision See Schedule for Deductible <input checked="" type="checkbox"/> Hired Auto with limit of \$100,000 Garage Keepers Liability Limit Liability Deductible Comprehensive Deductible Collision Deductible	
CRIME COVERAGE <input checked="" type="checkbox"/> Employee Dishonesty Limit \$500,000 \$25,000 Deductible <input checked="" type="checkbox"/> Forgery or Alteration Limit \$500,000 \$25,000 Deductible <input checked="" type="checkbox"/> Theft Disappearance & Destruction Limit \$500,000 \$25,000 Deductible <input checked="" type="checkbox"/> Computer Fraud Limit \$500,000 \$25,000 Deductible			
NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.			
Description of Operations/ Locations/ Vehicles/Special items-(This section completed by member's agent, who bears complete responsibility and liability for its accuracy): Certificate of Insurance issued to provide proof of coverage.			
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.			
Administrator Public Risk Underwriters® P.O. Box 958455 Lake Mary, FL 32795-8455		CANCELLATIONS SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.	
Producer Public Risk Insurance Advisors 300 North Beach Street, Daytona Beach, FL 32114			
		AUTHORIZED REPRESENTATIVE	
PGIT-CERT (1/19) PRINT FORM		06/15/2023	



06/15/2023

Baker Block Museum
1307 State Rd 4 & FL-189
Baker , FL , 32531

Re: Coverage Agreement - PX FL1 0461046 22-13
Okaloosa County BOCC
Effective Date: 10/01/2022 TO 10/01/2023

To Whom It May Concern:

Preferred Governmental Insurance Trust is unable to name non-governmental entities as an additional covered party due to Florida Statute 768.28.

Non-governmental entities do not enjoy sovereign immunity protection under Florida law. Coverage through the Preferred Governmental Insurance Trust is predicated upon the concept of sovereign immunity among all its members. Accordingly, entities which are not eligible for sovereign immunity protection under F.S. 768.28 may not be an additional covered party under the Preferred coverage agreement.

We appreciate your understanding.

Margaret E. Gross, CPCU
Director of Underwriting

If Additional Covered Party status was not requested on the attached certificate, the provisions in this letter do not apply.

Administered by PUBLIC RISK UNDERWRITERS
P.O. Box 958455 ♦Lake Mary, FL 32795-8455 ♦Phone: 321-832-1450♦Fax: 321-832-1489