

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/1/2019

Contract/Lease Control #: C19-2775-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: BLUEWATER BAY MSBU

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/15/2019

Expiration Date: 01/14/2029

Description of Contract/Lease: LANDSCAPE IMPROVEMENTS ON SR 20

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: \_\_\_\_\_ Tracking Number: 3239-19

Procurement/Contractor/Lessee Name: Bluewater Bay msc Grant Funded: YES  NO

Purpose: agreement for

Date/Term: 10 years

Amount: \$50,000.00

Department: PW

Dept. Monitor Name: Amy

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: 1-9-19

Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

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

Approved as written: M. Reche Grant Name: \_\_\_\_\_

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

Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 1-9-19

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

Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: 1-9-19

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

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

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

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

Finance Manager or designee

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Wednesday, January 09, 2019 2:02 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Tina Moore; Jeffrey Hyde  
**Subject:** RE: Bluewater Bay MSBU Landscaping Grant

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, January 9, 2019 2:37 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Tina Moore <tmoore@myokaloosa.com>; Jeffrey Hyde <jhyde@myokaloosa.com>  
**Subject:** Bluewater Bay MSBU Landscaping Grant

Kerry,

I received this just now from PW. They would like to put it on the agenda for Tuesday. I advised them that it would be a tight turnaround, since the agenda is due today. However, if you can review that soon please let me know. If you don't think you will be able to review in the time needed, please let me know as well.

Thank you,

DeRita



DeRita Mason

**AGREEMENT FOR IMPLEMENTATION OF LANDSCAPE IMPROVEMENTS ON SR 20  
FROM LANCASTER DRIVE TO BAY DRIVE**

2019

This AGREEMENT ("Agreement") is entered into this 15th day of January, 2018, by and between Okaloosa County, Florida through its Board of County Commissioners (the "County") and the Board of the Bluewater Bay Municipal Services Benefit Unit (the "MSBU") for the purpose of administering a Joint Participation Agreement for Landscape Improvements (the "JPA") in connection with Financial Project Identification Number (FP ID) 443822-1-58-01 (the "Grant Agreement").

*ML Carson  
BCC Records*

**RECITALS**

**WHEREAS**, on May 15, 2018, the Board of County Commissioners authorized a request for funding with the Florida Department of Transportation ("FDOT") on behalf of the Bluewater Bay Municipal Services Benefit Unit (the "MSBU") to receive funds through the Roadside Beautification Assistance Program for landscape improvements on SR 20 from Lancaster Drive to Bay Drive, Niceville, Florida, herein after referred to as the (the "Project"); and

**WHEREAS**, The total cost of the PROJECT is estimated at \$80,000.00. FDOT will reimburse the County for one hundred percent (100%) of the total actual costs directly related to the Installation Phase of the PROJECT, in an amount not to exceed EIGHTY THOUSAND and 00/100 DOLLARS (\$80,000.00), for actual costs incurred; and

**WHEREAS**, The term of the Maintenance Phase of the Project shall commence on the date the County provides certification of completion of the Installation Phase and shall continue for a period of ten (10) years from that date; and

**WHEREAS**, this Agreement memorialized the understanding as between the County and the MSBU as to the installation and maintenance of the Project.

**NOW THEREFORE**, in consideration of the mutual covenants expressed herein, the County and MSBU do hereby agree as follows:

**Section 1.** Recitals. All of the above recitals are true and correct and incorporated herein as essential terms of this Agreement.

**Section 2.** Generally. The Project shall be as described in Exhibit "A" to the JPA. A copy of the unexecuted JPA is attached hereto as Attachment "A".

**Section 3.** MSBU Responsibilities.

A. Unless otherwise provided in Section 4 below, the MSBU shall be responsible for all Tasks and Deliverables described in Exhibit "A" to the JPA, which is attached as Attachment "A". Any engineers, surveyors, or other contractors hired by the MSBU in fulfillment of this responsibility shall possess all the requisite state and local licenses and insurance.

B. All procurement, including contract award(s), shall be in compliance with the Okaloosa County Purchasing Manual and the laws of the State of Florida in effect at the time of such procurement.

C. The MSBU agrees to comply with and shall be bound by all terms of JPA Financial Project No.:443822-1-58-01.

D. The MSBU shall retain records and provide copies thereof to the County for any procurement done in performance of the project described in Attachment "A".

E. All invoices submitted by the MSBU for payment for any materials or services obtained pursuant to the Scope of Work provided in Exhibit "A" to Attachment "A" shall be accompanied by appropriate backup documentation sufficient to verify status (or completion, if appropriate) of activities and deliverables.

F. Any record created in accordance with this Agreement shall be retained and maintained by the MSBU in accordance with the public records law, Florida Statutes Chapter 119.

G. The MSBU shall fund maintenance of the project for a minimum of ten (10) years following the installation phase.

#### **Section 4. County Responsibilities**

A. The County shall provide administrative support for the Grant.

B. The County shall process all invoices received for materials or services obtained pursuant to the Scope of Work provided in Attachment "A" in a timely manner and in accordance with all applicable laws and regulations.

C. The County shall notify the MSBU of any pending reporting deadlines no fewer than twenty-one (21) business days prior to a reporting deadline.

#### **Section 5. Audits and Inspections**

A. Both the County and Clerk of Courts reserve the right to audit and inspect the records of the MSBU as well as any vendors, contractors, subcontractors, recipients, or sub-recipient performing work under this Grant Agreement. Such audit or inspection shall be conducted with adequate notice and shall be available at all reasonable times. Records shall be made available at a site located within the County.

B. These requirements shall apply to all contractors, vendors, subcontractors, second tier vendors and contractors, recipients and sub-recipients.

**Section 6. Records Retention.** All original copies of records pertaining to the work performed under this Grant Agreement shall be retained for a period of three (3) years or one (1) year after the applicable County audit has been published, whichever is later.

**Section 7.** It is agreed neither the County nor the MSBU assumes any liability and shall not be held responsible for the acts, omissions, and negligence of the officers, agents and employees of the other.

**Section 8.** Termination. This Agreement may be terminated by the County upon ninety (90) days written notice to the MSBU. The MSBU may not terminate this Agreement after landscaping materials have been purchased.

**Section 9.** Entire Agreement. This Agreement and Attachment "A" as incorporated herein, contain the entire agreement between the parties and supersedes all prior oral or written agreements. The MSBU acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

**Section 10.** Waiver. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

**Section 11.** Notices. Any notice, demand, communication, or request required or permitted herein shall be in writing and delivered in person or sent by first class mail, postage prepaid as follows:

As to County:	Okaloosa County
	Attn: Director
	Public Works Department
	1759 S. Ferdon Boulevard
	Crestview, FL 32536
As to MSBU:	Bluewater Bay MSBU
	Attn: David Vardaman
	c/o Progressive Management of America, Inc.
	970 Gulf Shore Drive
	Destin, FL 32541

Any party shall have the right, from time-to-time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

**Section 12.** This Agreement shall be construed in accordance with the applicable laws of the State of Florida and venue for enforcement of any provision under this Agreement shall be in Okaloosa County, Florida. If any provision of this Agreement violates any statute or rule of the

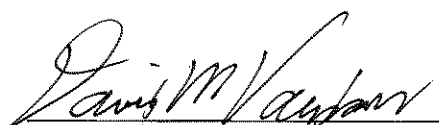
State of Florida, it is considered modified to conform to that statute or rule of law. Further, in the event that a portion of this Agreement is found to be invalid, illegal or unenforceable, then that provision shall be severed from the Agreement and shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.


**Section 13.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damages pursuant to the terms or provisions of this Agreement.

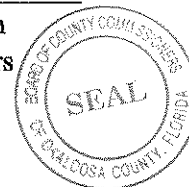
**IN WITNESS WHEREOF**, the parties to this agreement have caused their names to be affixed by the proper officer thereof.

For the MSBU BOARD

For the COUNTY:


  
\_\_\_\_\_  
David M. Vardam, Chairman  
Bluewater Bay Municipal Benefit  
Unit

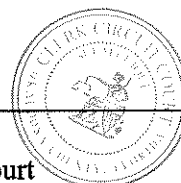
  
\_\_\_\_\_  
Charles K. Windes, Jr.  
~~Graham W. Fountain~~, Chairman  
Board of County Commissioners

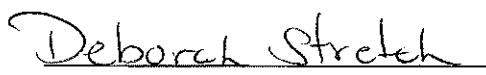


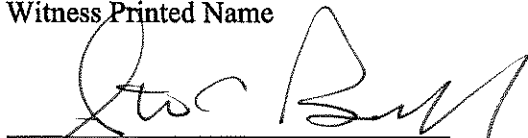
Attest:

  
\_\_\_\_\_  
Witness Signature

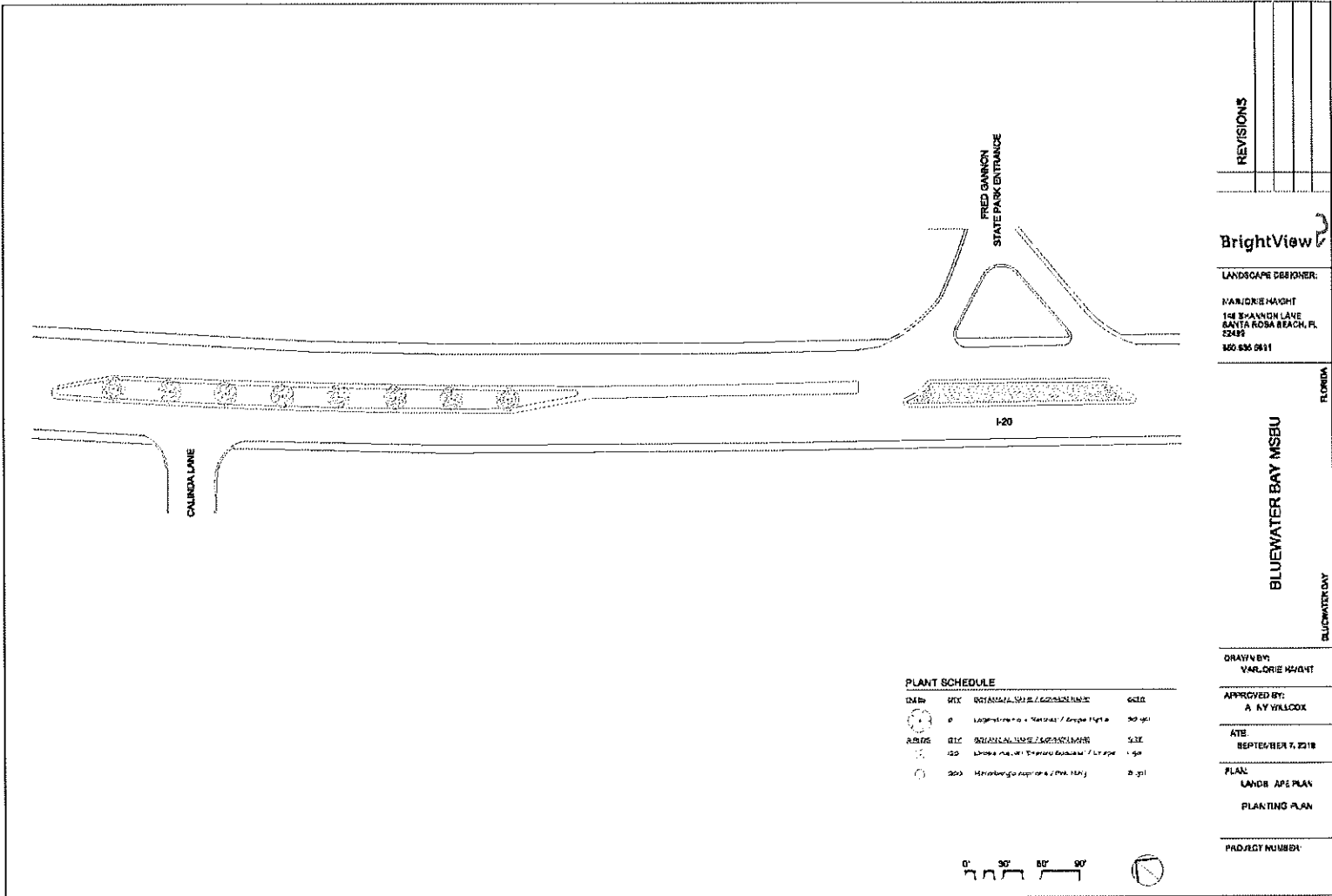
  
\_\_\_\_\_  
J. D. Peacock II  
Clerk of the Circuit Court



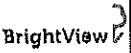
  
\_\_\_\_\_  
Deborah Stretch  
Witness Printed Name

  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
STEVEN C. BOSWELL  
Witness Printed Name



REVISIONS



LANDSCAPE DESIGNER:  
 VALORIE HAIGHT  
 148 SPANNON LANE  
 SANTA ROSA BEACH, FL  
 32459  
 352 636 0811

FLORIDA  
 BLUEWATER BAY MSBU

DRAWN BY:  
 VALORIE HAIGHT

APPROVED BY:  
 A. V. YALCOX

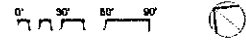
DATE:  
 SEPTEMBER 7, 2018

PLAN:  
 LANDSCAPE PLAN  
 PLANTING PLAN

PROJECT NUMBER:

PLANT SCHEDULE

SYM	SYM	PLANT NAME / SPECIFICATIONS	QTY
0	0	Large tree - 10' - 15' tall / Single trunk	30 qty
100	100	Medium tree - 6' - 8' tall	500
200	200	Shrub - 4' - 6' tall	1,000

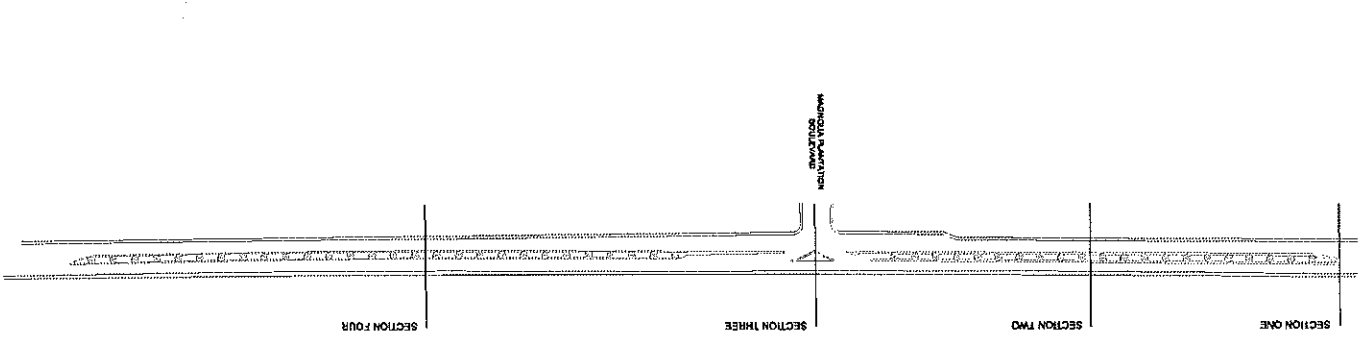




PROJECT NUMBER: PLANTING PLAN  
 DATE: SEPTEMBER 1, 2014  
 APPROVED BY: DANNY WILCOX  
 DRAWN BY: MAQUAN WADSWORTH  
 BLUEWATER BAY  
 BLUEWATER BAY MSBU  
 FLORIDA  
 407 943 4441  
 14 BAYHORN LANE  
 BAITON ROYAL BEACH, FL  
 32408  
 LANDSCAPE DESIGNER  
 YARDING HEIGHT  
 BRIGHTVIEW

PLANT SCHEDULE

TRUNK	QTY:	100	100
BRANCH	QTY:	100	100
LEAF	QTY:	100	100
FRUIT	QTY:	100	100
ROOT	QTY:	100	100
SOIL	QTY:	100	100
WATER	QTY:	100	100
NUTRITION	QTY:	100	100
PROTECTION	QTY:	100	100
PLANTING	QTY:	100	100
MAINTENANCE	QTY:	100	100
REMOVAL	QTY:	100	100



REVISIONS

NO.	DATE	DESCRIPTION

