

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/06/2019

Contract/Lease Control #: C19-2831-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FLORIDA DEPARTMENT OF HEALTH

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/25/2019

Expiration Date: 04/24/2024

Description of  
Contract/Lease: FACILITY STORAGE USE AT THE EMERALD COAST  
CONVENTION CENTER

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7105

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: _____		Tracking Number: <u>3312-19</u>
Procurement/Contractor/Lessee Name: <u>Ok Heath Rent</u>		Grant Funded: YES ___ NO ___
Purpose: <u>Memo of Understanding</u>		
Date/Term: <u>5 years</u>	1. <input type="checkbox"/> GREATER THAN \$100,000	
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$50,000	
Department: <u>BCC</u>	3. <input type="checkbox"/> \$50,000 OR LESS	
Dept. Monitor Name: <u>Hofstad</u>		

<b>Purchasing Review</b>	
Procurement or Contract/Lease requirements are met:	
<u>White</u>	Date: <u>3-12-19</u>
Purchasing Manager or designee	Jeff Hyde, DeRita Mason, Victoria Taravella

<b>2CFR Compliance Review (if required)</b>	
Approved as written: <u>no budget funds</u>	Grant Name: _____
_____	Date: _____
Grants Coordinator	Danielle Garcia

<b>Risk Management Review</b>	
Approved as written: <u>see email attached</u>	Date: <u>3-12-19</u>
_____	_____
Risk Manager or designee	Laura Porter or Krystal King

<b>County Attorney Review</b>	
Approved as written: <u>see email attached</u>	Date: <u>3-12-19</u>
_____	_____
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:	
<b>Clerk Finance</b>	
Document has been received:	Date: _____
_____	_____
Finance Manager or designee	

## DeRita Mason

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**From:** Hoshihara, Lynn <lhoshihara@ngn-tally.com>  
**Sent:** Tuesday, March 12, 2019 2:31 PM  
**To:** DeRita Mason  
**Cc:** Parsons, Kerry  
**Subject:** FW: MOA - Facility use of Strategic National Stockpile Point of Dispensing in Okaloosa County -  
**Attachments:** Facility use of Strategic National Stockpile Point of Dispensing in Okaloosa County - The Boardwalk.pdf; Facility use of Strategic National Stockpile Point of Dispensing in Okaloosa County - The Emerald Coast Convention Center.pdf

DeRita,

The attached MOA's are approved as to legal sufficiency.

Thanks,  
Lynn

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, March 12, 2019 1:28 PM  
**To:** Hoshihara, Lynn <lhoshihara@ngn-tally.com>  
**Subject:** FW: MOA - Facility use of Strategic National Stockpile Point of Dispensing in Okaloosa County -

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](mailto:dmason@myokaloosa.com)>  
**Sent:** Monday, March 4, 2019 2:31 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>; Edith Gibson <[egibson@myokaloosa.com](mailto:egibson@myokaloosa.com)>  
**Subject:** FW: MOA - Facility use of Strategic National Stockpile Point of Dispensing in Okaloosa County -

Please review the attached.

Thank you,

## DeRita Mason

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**From:** Karen Donaldson  
**Sent:** Tuesday, March 12, 2019 3:22 PM  
**To:** DeRita Mason  
**Subject:** FW: MOA - Facility use of Strategic National Stockpile Point of Dispensing in Okaloosa County -

See below...I approved them last week.....)

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



*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.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Monday, March 4, 2019 3:44 PM  
**To:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** RE: MOA - Facility use of Strategic National Stockpile Point of Dispensing in Okaloosa County -

Thank you.

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**From:** Karen Donaldson  
**Sent:** Monday, March 04, 2019 3:40 PM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Subject:** RE: MOA - Facility use of Strategic National Stockpile Point of Dispensing in Okaloosa County -

DeRita

These are approved by risk.

Thank you

*Karen Donaldson*

**MEMORANDUM OF AGREEMENT  
FOR  
FACILITY USE FOR STRATEGIC NATIONAL STOCKPILE LOCAL DISTRIBUTION SITE  
AND POINT OF DISPENSING SITE 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 Emerald Coast Convention Center ("property") as a Strategic National Stockpile (SNS) Local Distribution Site (LDS) and Point of Dispensing (POD) site to the Okaloosa County community. The parties agree as follows:

1. **PROPERTY:** Lessor donates to Lessee the temporary use of the following described property: Emerald Coast Convention Center, located at 1250 Miracle Strip Parkway, SE, Fort Walton Beach, Florida. Lessee shall have the use of the property and adjacent areas, representing approximately 35,000 square feet inclusive of all meeting, exhibit and breakout space; 6,300 square feet pre-function areas; loading dock; and all associated restrooms and kitchen.
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 Strategic National Stockpile LDS and POD for receiving, staging, and distributing medical prophylaxis 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 SNS Coordinator provide, at no cost to the Lessee, complete and sole use of the property for LDS and/or 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 LDS and/or 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 keys and any other devices needed to secure entrances/exits to the property.
- (5.) Provide a 24-hour point of contact to help resolve any property issues that may occur during LDS/POD operations.

b. **The Lessee will:**

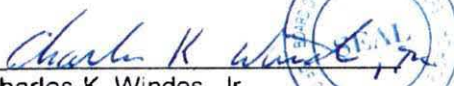
- (1.) Dependent upon time and/or manpower, either participate jointly in the property inspection with the Lessor or accept their report as the actual condition of the property prior to LDS/POD operations. The Lessee LDS/POD Manager will decide which method will be utilized.
  - (2.) Provide all manpower and equipment, not already available at the property, required to set-up, secure, and conduct LDS/POD operations at the property.
  - (3.) Occupy the property for the minimum time possible to conduct effective LDS/POD operations as determined by the SNS Incident Commander.
  - (4.) Upon termination of LDS/POD operations, restore the property to the same condition as it was prior to LDS/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.

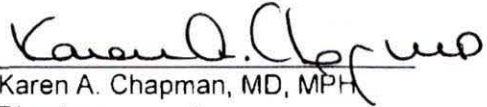
Okaloosa County  
Board of County Commissioners

State of Florida  
Department of Health

  
Charles K. Windes, Jr.  
Chairman, Board of County Commissioners

Date


4/2/19

  
Karen A. Chapman, MD, MPH  
Director

Date

4/25/19

Okaloosa County  
Clerk of Circuit Court

  
JD Peacock II  
Clerk of Circuit Court

APR 02 2019

Date

**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



**Ron DeSantis**  
Governor

**Vision:** To be the Healthiest State in the Nation

**BOARD OF COUNTY COMMISSIONERS****AGENDA REQUEST**

**DATE:** February 28, 2019

**TO:** Honorable Chairman and Members of the Board

**FROM:** Karen A. Chapman, M.D., M.P.H.  
Director, Okaloosa County Health Department

A handwritten signature in blue ink, appearing to read "Karen A. Chapman", is written over the printed name and title.

**SUBJECT:** Approval of agreement for facility use

**DISTRICT:** All

**STATEMENT OF ISSUE:** Request Board approval of memorandum of agreement (MOA) for facility use for Strategic National Stockpile Point of Dispensing in Okaloosa County.

**BACKGROUND:** The purpose of this MOA is to designate The Emerald Coast Convention Center as a Local Distribution Site (LDS) and a Point of Dispensing (POD) for Strategic National Stockpile (SNS) medicines and supplies, serving resident and transient populations in Okaloosa County during public health emergencies.

**RECOMMENDATIONS:** Board approval and signature of Chairman and Clerk of Circuit Court. Both copies of the MOA should be returned to the Okaloosa County Health Department to the attention of Shayne Stewart, (850) 344-0575.

**ENCLOSURE:** Two copies of the Memorandum of Agreement.

RECOMMENDED BY:

A handwritten signature in blue ink, appearing to read "Karen A. Chapman", is written over the printed name and title.  
DEPARTMENT HEAD

DATE:

3/1/19

APPROVED BY:

A handwritten signature in blue ink, appearing to read "P. H. A. B.", is written over the printed name and title.  
COUNTY MANAGER

DATE:

3/4/19

**Florida Department of Health**

in OKALOOSA COUNTY

221 Hospital Dr. NE, Ft Walton Beach, FL 32548

PHONE: 850/833-9240 • FAX 850/344-0338

[www.healthyokaloosa.com](http://www.healthyokaloosa.com)



**Accredited Health Department**  
Public Health Accreditation Board

# OKALOOSA COUNTY HEALTH DEPT

## Contract/Agreement Review Routing Form

	TO	ACTION	SIGNATURE and DATE
1	Contract Manager Requestor/POC	Review-Print 2 Copies Route to Branch Senior Leader	<i>[Signature]</i> 2/15/19
2	Branch Senior Leader	Route to Section Chief	<i>[Signature]</i> 2/15/19
3	Section Chief	Route to Contract Manager/POC	<i>[Signature]</i> 2/18/19
4	Contract Manager/POC	Route to Contract Administrator	<i>[Signature]</i> 2/18/19
5	Contract Administrator	Route to Operations Manager Business Office	<i>Kim Balling</i> 2/18/19
6	Operations Manager Business Office	Route to Contract Administrator	<i>Kim Balling</i> 2/19/19
7	Contract Administrator	Route to Legal Counsel	<i>Kim Balling</i> 2-19-19
8	Legal Counsel	Route to Contract Administrator	
9	Contract Administrator	Route to Contract Manager	<i>Kim Balling</i> 2-21-19
10	Contract Manager	Route to VENDOR for Signature	<i>[Signature]</i> 2/25/19
11	VENDOR	Sign 2 Copies & Return to the OCHD Contract Manager (POC)	4-2-19
12	Contract Manager	Route Signed Contracts to Contract Administrator	4-2-19
13	Contract Administrator	Route to DIRECTOR OCHD	<i>Kim Balling</i> 4-2-19
14	DIRECTOR OCHD	Sign & Route to Contract Administrator	<i>Karen Q. [Signature]</i> 4/26/19
15	Contract Administrator	Contract Manager/Vendor 1 copy Contract Administrator 1 copy	<i>Kim Balling</i> 4/26/19
VENDOR		Program	Contract Manager
Okaloosa County Board of County Commissioners		Public Health Preparedness	Shayne Stewart

### BRIEF DESCRIPTION:

The purpose of this Memorandum of Agreement is to designate the Emerald Coast Convention Center as a Local Distribution Site (LDS) and a 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 Emerald Coast Convention Center as a LDS and/or POD will not result in reimbursable transactions/costs between the Okaloosa County Board of County Commissioners and the State of Florida, Florida Department of Health in Okaloosa County

**DEPARTMENT OF HEALTH – TWO-PARTY AGREEMENT INFORMATION SHEET  
DH1122-A**

**GENERAL CONTRACT DESCRIPTION**

The purpose of this Memorandum of Agreement is to designate the Emerald Coast Convention Center as a Local Distribution Site (LDS) and a Point of Dispensing (POD) for Strategic National Stockpile medicines and supplies, serving resident and transient populations in Okaloosa County during public health emergencies.

**GENERAL INFORMATION**

AGREEMENT NUMBER (if applicable)	46A22
CHD/DIVISION/OFFICE	OKALOOSA CHD
CONTRACT TYPE	MOA
CONTRACT AMOUNT	NA
DATE OF EXECUTION	
BEGINNING DATE	
ORIGINAL END DATE	
NEW ENDING DATE	
STATUTORY AUTHORITY	381.0011(3) & (7)

**CONTRACT MANAGER INFORMATION**

LAST NAME	STEWART	FIRST NAME	SHAYNE
PHONE	850-344-0575	EXTENSION	
DATE OF LAST DOH CERTIFICATION:		7/31/2017	
DATE OF ADV. ACCOUNTABILITY <b>or</b> FCCM		5/30/2018	

**VENDOR INFORMATION**

VENDOR ID	
VENDOR NAME	OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
ADDRESS	5479-A OLD BETHEL ROAD
CITY/STATE/ZIP	CRESTVIEW, FL 32536
CONTACT PERSON	OKALOOSA COUNTY CONTRACTS DEPT.
CONTACT E-MAIL ADDRESS	
PHONE NUMBER	850-689-5960

**PART II: CONTRACT ACTIONS**

**Contract Actions are all actions related to the contract after the initial execution of the agreement with the provider.**

Action Type	Action Amount	Effective Date	Execution Date	Brief Description