

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/08/2023

Contract/Lease Control #: C22-3148-WS

Procurement#: SINGLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: PUMP & PROCESS EQUIPMENT, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/03/2022

Expiration Date: 12/31/2023 W/31 YR RENEWALS

Description of: OMNIBEACON MONITORING SERVICE

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7171

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: C22-314P-KWS Tracking Number: 4868-23
Procurement/Contractor/Lessee Name: Pump: Process Equipment Grant Funded: YES ___ NO X
Purpose: amendmet #2
Date/Term: 12-31-23 1. GREATER THAN \$100,000
Department #: 4101 2. GREATER THAN \$50,000
Account #: 541010 3. \$50,000 OR LESS
Amount: \$21,115.00
Department: WS Dept. Monitor Name: Lithell

Purchasing Review

Procurement or Contract/Lease requirements are met: [Signature] Date: 3-15-23
Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

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

Risk Management Review

Approved as written: see email attached Date: 3-22-23
Risk Manager or designee: Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 3-16-23
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, March 16, 2023 5:15 PM
To: DeRita Mason
Cc: Parsons, Kerry; Jacqueline Matichuk; Karen Donaldson
Subject: Re: C22-3148-WS amendment 2
Attachments: C22-3148-WS 2nd amendment 3.16.23.docx

DeRita,

With the attached changes, this is approved. Pursuant to the Purchasing Manual, any contract that has expired and needs to be retroactive up to \$100K must be approved by John Hofstad.

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, March 15, 2023 7:28:38 AM
To: Lynn Hoshihara
Cc: Parsons, Kerry; Jacqueline Matichuk; Karen Donaldson
Subject: C22-3148-WS amendment 2

Good morning,

Please review and approve the attached. Lynn/Kerry-is it okay for me to sign even though it has to be retroactively dated back to January 1?

Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager

DeRita Mason

From: Jacqueline Matichuk
Sent: Wednesday, March 22, 2023 9:04 AM
To: DeRita Mason; Karen Donaldson
Subject: RE: C22-3148-WS amendment 2

I have to apologize, I thought I responded to this one on the 17th; the email was sitting in my saved drafts. Approved with updated proof of insurance in the file; the existing expired in 2022.

Jackie Matichuk
Claims Examiner
Okaloosa County Risk Management
302 N. Wilson St., Ste 301
Crestview FL 32536
(850) 683-6207
jmatichuk@myokaloosa.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, March 22, 2023 8:55 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: RE: C22-3148-WS amendment 2

It has expired, it would be under the expired tab. Let me know if you aren't able to find it and I will send it via email.

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department



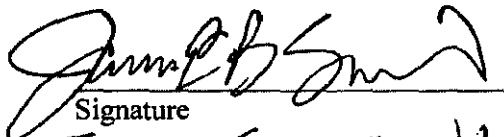
**SECOND AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND PUMP & PROCESS EQUIPMENT, INC.
CONTRACT NO. C22-3148-WS**

This Second Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Pump & Process Equipment, Inc. (the "Contractor"), executed this 21 day of April, 2023, is made a part of the original Agreement dated January 3, 2022, Contract No. C22-3148-WS (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional one (1) year term in accordance with Section 3 of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall be retroactive to January 1, 2023, and shall terminate no later than December 31, 2023.
3. **COMPENSATION.** Section 4 of the original Agreement ("Compensation") shall be revised to \$21,115.00 as further detailed in Attachment "A" and made a part of the original agreement.
4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated January 3, 2022, and any amendments thereto, shall remain in full force and effect.
5. **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.

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

PUMP & PROCESS EQUIPMENT, INC:


Signature

James E. B. Smith
Print Name

TITLE: Vice - President

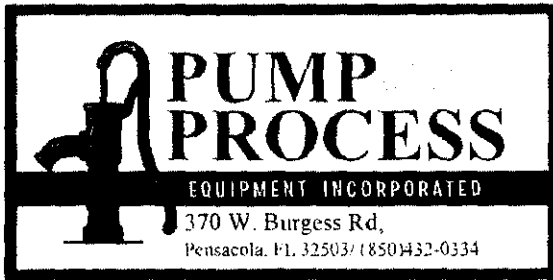
OKALOOSA COUNTY, FLORIDA

BY: John Hofstad Digitally signed by John Hofstad
Date: 2023.06.08 10:27:17
-05'00'
John Hofstad, County Administrator



ATTACHMENT "A"
Updated Rates

Quote#: 020723 J2



Quotation

To: Mike Jackson
Okaloosa County Water and Sewer
Email: mjackson@myokaloosa.com
Phone: 850-461-9459

Date: 02/07/23

Project: Omnibeacon Service Contract

Location: Okaloosa County

Equipment: Wireless Service

Terms: Net 30 Days

Delivery: N/A

We are pleased to quote the following equipment:

- One-Hundred and Three (103) Omnibeacon Wireless Monitoring Service from 01/01/23 to 12/31/23 for Okaloosa County Omnibeacon Units

NET Price, F.O.B Shipping Point: \$205.00 Each/ \$21,115.00 Total

Notes:

1. Pricing is based on plans and specs dated _____. Any revision or updates to plans a specs will result in revision to quote.
2. Applicable taxes are not included in quote
3. If ordered, please sign this quotation form and FAX or Email back to Pump & Process Equipment, Inc.
4. Only items mentioned above are included. If it is not listed it is to be provided by others.
5. **Delivery promise date begins upon return of signed quote**

This Quotation Prepared By:

Jakob Kelley

For Pump & Process Equipment, Inc.

The undersigned agrees to and has the authority to bind the purchaser to the terms and conditions below and equipment as described above.

Date:

Quotation good for 30 days. Prices do not include any applicable taxes. Payment terms are Net 30 Days. Past due accounts will be charged interest at 1.5% per month. Should the services of an attorney, collection agency or other legal service become necessary for collection, purchaser will assume responsibility for all expenses accrued in the collection process including fees, court cost, serving charges, lien filing, etc. Manufacturer's warranty applies. Pump & Process Equipment, Inc. assumes no liability whatsoever for delays or damages caused by defects or any other equipment failure.