

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/15/2022

Contract/Lease Control #: C19-2797-PW

Procurement#: ITB PW 40-19

Contract/Lease Type: CONTRACT

Award To/Lessee: LA DOLCE, VITA, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/02/2022

Expiration Date: 04/01/2024

Description of: BEACH CHAIR/UMBRELLASERVICES

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: BCC RECORDS



Contract:# C19-2797-PW
LA DOLCE VITA, LLC
BEACH CHAIR/UMBRELLA SERVICES
Expires: 04/01/2024

**SECOND AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN
OKALOOSA COUNTY, FLORIDA AND
LA DOLCE VITA, LLC
CONTRACT NO. C19-2797-PW**

This Second Amendment and Renewal to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and La Dolce Vita, LLC (the "Contractor"), executed this 14th day of March, 2023, is made a part of the Agreement between the County and Island Sands Beach Services of NW FL, LLC on April 2, 2019 later assigned to Contractor December 17, 2019, Contract No. C19-2797-PW (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 yearly option to renew the Original Agreement for an additional one (1) year term in accordance with Section IV of the Original Agreement, this will be the final renewal of this agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence April 2, 2023 and shall terminate no later than April 1, 2024.
3. **AMENDMENT.** The parties hereby agree to amend Attachment "A" the Scope of Services as referenced and incorporated in to Section II of the Original Agreement as follows:
 - a. Ross Marler Public Park is hereby removed from the service area for the Contractor to provide services. Contractor's rental of beach chairs and umbrellas under this Agreement shall only be at the following public parks: Newman C. Brackin (The Boardwalk), John Beasley, and James Lee (Destin) public parks.
 - b. Contractor shall **ONLY** provide Chair and Umbrella service.
 - c. No set-ups shall occur by Contractor prior to 7:30 am at any location.
 - d. Contractor shall only set up within the site set-up areas of each of the three (3) locations that are shown on the attached site set-up maps attached, as Attachment "1" hereto and incorporated herein.
 - e. Contractor shall adhere to all rules and regulations as set forth and established in any County Ordinance and the Okaloosa County Code of Ordinances.

4. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Section III of the original Agreement titled Invoice Requirements shall remain as follows:

The Contractor shall submit to the County payment in the amount of \$170,500.00 annually for the duration of this renewal term of the original Agreement.



- 5. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated April 2, 2019, assignment dated December 17, 2019, and First Amendment and Renewal dated February 15, 2022, shall remain in full force and effect.
- 6. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Second 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 including the Official Agreement and First Amendment.

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

LA DOLCE VITA, LLC:



TITLE: Manager

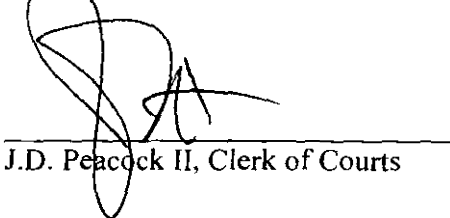
Signature


Dave Meadows

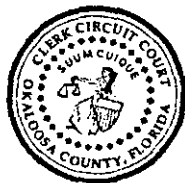
Print Name

ATTEST:

OKALOOSA COUNTY, FLORIDA


 J.D. Peacock II, Clerk of Courts

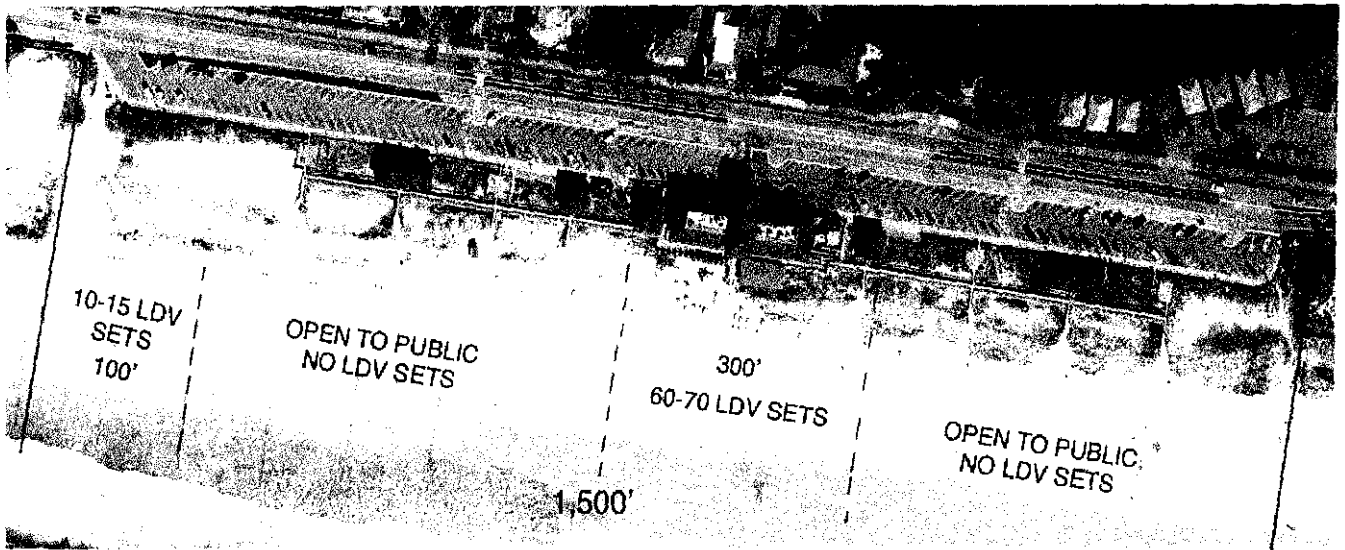
BY: 
 Robert A. "Trey" Goodwin, III, Chairman



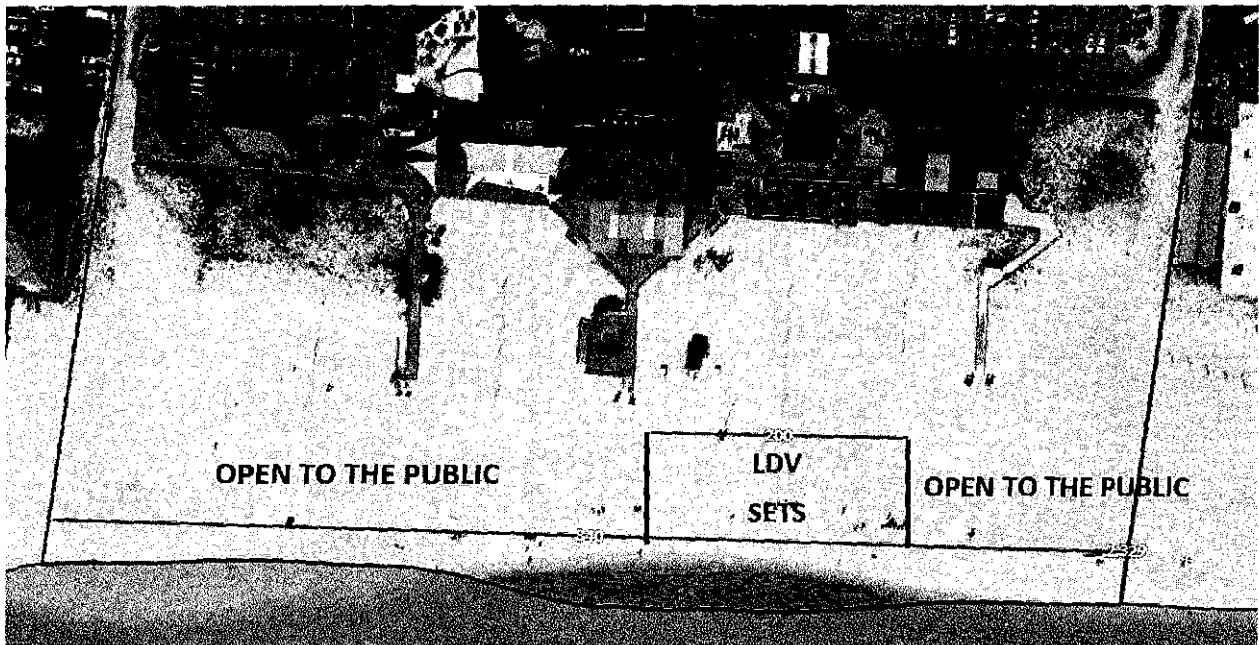


Attachment "A"
Site Map

James Lee Park – Destin

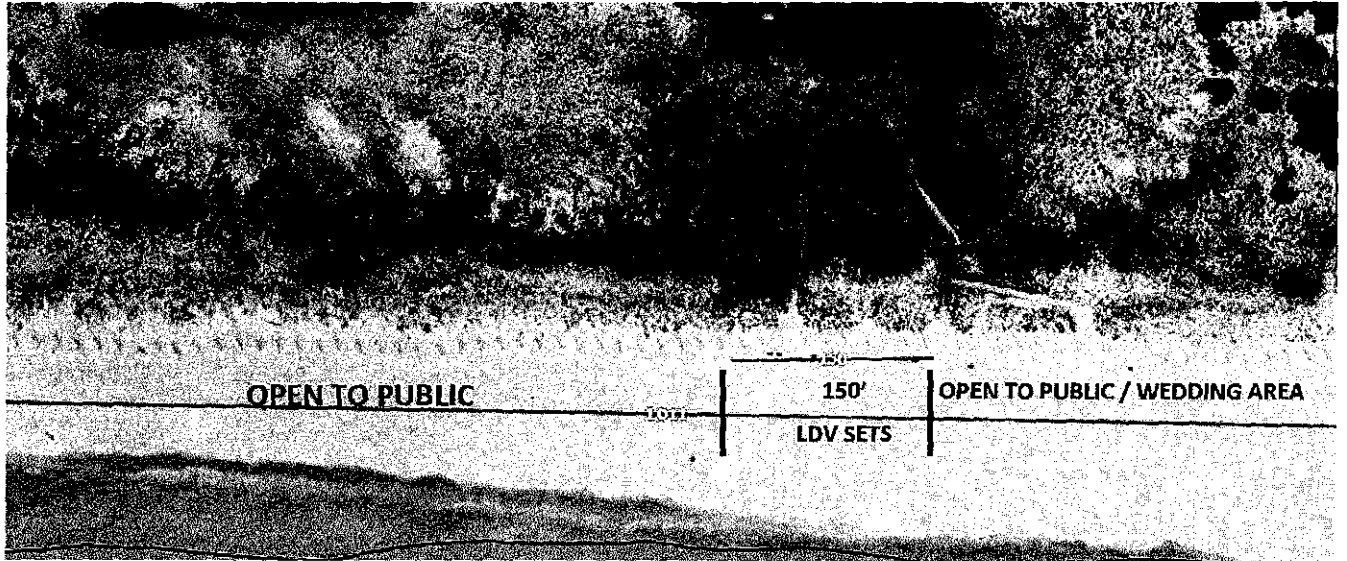


Newman C. Brackin Wayside (Boardwalk) Park





John Beasley Park





Attachment "1"
Site Set-Up Maps

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

Procurement/Contract/Lease Number: C19-2797-PW Tracking Number: _____
Procurement/Contractor/Lessee Name: La Dolce Mtg Grant Funded: YES ___ NO X
Purpose: amendment 1#
Date/Term: 4-1-2024 1. GREATER THAN \$100,000
Department #: 0100R 7 REVENUE 2. GREATER THAN \$50,000
Account #: 362710 3. \$50,000 OR LESS
Amount: \$170,500
Department: PW Dept. Monitor Name: Auly

Purchasing Review

Procurement or Contract/Lease requirements are met: Outside Mtn Date: 3-3-23
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: 3-3-23
Risk Manager or designee: _____ Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 3-7-23
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: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, March 7, 2023 2:52 PM
To: DeRita Mason
Cc: Amanda Maxwell; Lynn Hoshihara
Subject: RE: C19-2797-PW

As amended, this is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, March 7, 2023 3:46 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; lhoshihara@myokaloosa.com
Cc: Amanda Maxwell <amaxwell@myokaloosa.com>
Subject: RE: C19-2797-PW
Importance: High

Kerry,
See updated.

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road

DeRita Mason

From: Jacqueline Matichuk
Sent: Friday, March 3, 2023 3:55 PM
To: DeRita Mason; Lynn Hoshihara
Cc: 'Parsons, Kerry'; Karen Donaldson
Subject: RE: C19-2797-PW-Amendment 1

Keeping the original insurance requirements in place is approved by Risk.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, March 3, 2023 1:59 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C19-2797-PW-Amendment 1
Importance: High

Good afternoon,
Please review and approve the attached.
Craig would like to take it to the board on March 14.
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com



MAY 11-12, 2023
Panama City, FL at Gulf Coast State College