

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: AUGUST 1, 2013

Contract/Lease Control #: L13-0400-PW

Bid #: NA

Contract/Lease Type: REVENUE

Award To/Lessee: WARRIOR BASE AIRSOFT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/16/2013 (BCC APPROVED)

Term: 07/16/2015 (WITH RENEWALS)

Description of Contract/Lease: LAND LEASE @ LAUREL HILL LANDFILL

Department: PW

Department Monitor: JOHN HOFSTAD

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JHOFSTAD@CO.OKALOOSA.FL.US

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

cc: Finance Department Contracts & Grants Office



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/6/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

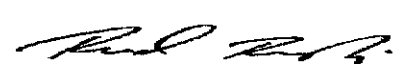
|  |  |  |  |
|--|--|--|--|
| <b>PRODUCER</b><br>Rushing Insurance LLC dba McGraw Insurance<br>2100 Creighton Rd<br><br>Pensacola FL 32504 |  | <b>CONTACT NAME:</b> Kristine Rushing<br><b>PHONE (A/C No. Ext):</b> (850) 476-3745 <b>FAX (A/C No.):</b> (850) 479-9699<br><b>E-MAIL ADDRESS:</b> krushing@mcgraw-ins.com |  |
| <b>INSURED</b><br>Warrior Base Airsoft<br>124 3rd St<br><br>Niceville FL 32578                               |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: United States Fire Ins. Co.<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F:                       |  |

**COVERAGES**      **CERTIFICATE NUMBER:** CL139601196      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                 |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC | X         |          | SRPGP-101-0413 | 9/6/2013                | 9/6/2014                | EACH OCCURRENCE \$ 1,000,000           |
|          | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000   |           |          |                |                         |                         |  |
|          |  |           |          |                |                         |                         | MED EXP (Any one person) \$ 5,000      |
|          |  |           |          |                |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000     |
|          |  |           |          |                |                         |                         | GENERAL AGGREGATE \$ 2,000,000         |
|          |  |           |          |                |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000    |
|          |  |           |          |                |                         |                         | \$                                     |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |           |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ |
|          |  |           |          |                |                         |                         | BODILY INJURY (Per person) \$          |
|          |  |           |          |                |                         |                         | BODILY INJURY (Per accident) \$        |
|          |  |           |          |                |                         |                         | PROPERTY DAMAGE (Per accident) \$      |
|          |  |           |          |                |                         |                         | \$                                     |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |           |          |                |                         |                         | EACH OCCURRENCE \$                     |
|          |  |           |          |                |                         |                         | AGGREGATE \$                           |
|          |  |           |          |                |                         |                         | \$                                     |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          | N/A            |                         |                         | WC STATUTORY LIMITS    OTHER           |
|          |  |           |          |                |                         |                         | E.L. EACH ACCIDENT \$                  |
|          |  |           |          |                |                         |                         | E.L. DISEASE - EA EMPLOYEE \$          |
|          |  |           |          |                |                         |                         | E.L. DISEASE - POLICY LIMIT \$         |


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Location - 8400 Robbins Rd, Laurel Hill, FL 32567

|   |  |   |  |
|---|--|---|--|
| <b>CERTIFICATE HOLDER</b>   |  | <b>CANCELLATION</b>   |  |
| Okaloosa Board of County Commissioners<br>302 N Wilson St, Ste 302<br>Crestview, FL 32536 |  | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br>Reid Rushing/RWR  |  |

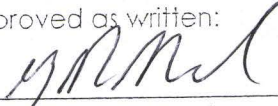
# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: L13-0400-PW Tracking Number: 668-13  
Contractor/Lessee Name: Warrior Base Airsoft Grant Funded: YES \_\_\_ NO   
Purpose: Facility Management Lease @ Laurel Hill Landfill  
Date/Term: 2 years 1.  GREATER THAN \$50,000  
Amount: \$1 per year 2.  GREATER THAN \$25,000  
Department: Public Works 3.  \$25,000 OR LESS  
Dept. Monitor Name: J. Hofstad / J. Puckett  
Document has been reviewed and includes any attachments or exhibits.

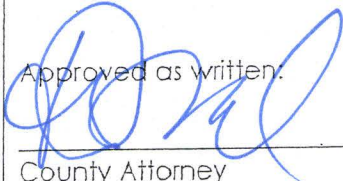
**Purchasing Review**

Procurement requirements are met:  
  
Purchasing Director or designee Date: 7/1/13

**Risk Management Review**

Approved as written:  think warrior  
Risk Manager or designee needs insurance Date: 7/1/13  
too.

**County Attorney Review**

Approved as written:  Date: 7/9/13  
County Attorney

Following Okaloosa County approval:

**Contracts & Grants**

Document has been received:  
\_\_\_\_\_  
Contracts & Grants Manager Date: \_\_\_\_\_

COG  
original

Search Results

**Current Search Terms: warrior\* BASE\* airsoft\***

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1108.20130719-0907

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** July 16, 2013  
**TO:** Honorable Chairman and Members of the Board  
**FROM:** John Hofstad  
**SUBJECT:** Use of County Park Property in Laurel Hill for Airsoft Facility  
**DEPARTMENT:** Public Works  
**BCC DISTRICT:** 1

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**STATEMENT OF ISSUE:** A request has been received from a group named Warrior Base Airsoft, to use county park property in Laurel Hill (Old Laurel Hill Landfill) for an Airsoft field.

**BACKGROUND AND ANALYSIS:** Warrior Base Airsoft is requesting the use of approximately 20 acres of county park property to utilize to hold Airsoft games, to unite the Airsoft community and introduce the public to Airsoft. Airsoft is a much safer alternative to Paint Ball, it uses small BB size balls that are shot from a weapon at human targets, they are bio-degradable and not as harmful as Paint Balls.

Warrior Base had been using fields provided by the City of Fort Walton. This field was used until the City of Ft Walton closed the property for renovation. They were hopeful to find an alternate location that they could develop to meet their needs. The Old Laurel Hill Landfill site will meet the needs.

They request to enter into a Facility Maintenance Agreement with the County. Warrior Base would build some portable buildings that could be easily removed, provide grounds maintenance, and clear a small area for a parking area. In return for the use of the property, the site when not in by Warrior Base, will be open for anyone to use and Warrior Base would utilize any fees collected from the use of the property for upgrades and continued property management.

Warrior Base has been involved with the Law Enforcement Academy at Northwest Florida State College in assisting with training with recruits for building entry and arrest techniques and plan on continuing to assist them with their training.

The property at the Old Laurel Hill Landfill was retained by the Parks Division in accordance with the Parks Master Plan. It was Land Banked for future use as development occurs. It is isolated at the end of Robbins Road and is surrounded by vacant wooded land tracts. This type of activity will provide a recreational need in the county.

Staff believes this to be a worthwhile program and would benefit the Parks with maintenance costs and groundskeeping staff time.

OPTIONS: Approve/Disapprove

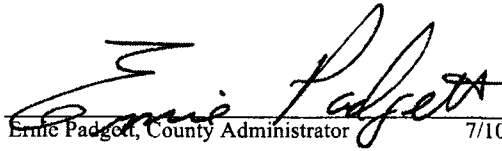
RECOMMENDATION: Approve the Facility Maintenance Agreement between Okaloosa County and Warrior Base Airsoft and allow Chairman to sign agreement.



Jason Antrey, County Engineer

7/10/2013

RECOMMENDED BY:



Ernie Padgett, County Administrator

7/10/2013

APPROVED BY:

**Ernie Padgett, County Administrator**

INBOX CONTACTS CALENDAR Trending Now on Yahoo!

Inbox

Drafts

Sent

Spam (29)

Trash (13)

FOLDERS

MESSENGER

APPLICATIONS

field use

From: William Askew

To: ryanpuckett53@yahoo.com

warrior base airsoft stats:

players : 10-14.

years of experience: 2-14, ranges per player.

projected use of field:

we at warrior base, plan to build structures that are completely removable by way of latches. each structure will be able to be taken down at a moments notice with minimal impact on the enviroment. we plan to build 6-10 portable buildings for use.

maintance of land use:

we plan on maintaining the property to the best of our abilities, with the intent of using the land to intice the airsoft and the public to come out to the field and interact with the group. Also, we plan to do some minimal land clearing of the overgrown field area, this includes mowing down and chopping the small trees that a mower will not mow down.

communtiy relations:

we at warrior base airsoft have interacted with the community by way of working with the law enforcement acadamy at northwest florida state college. to assist with the recruits training of building entry and arrest tequiriqes.

future of warrior base airsoft:

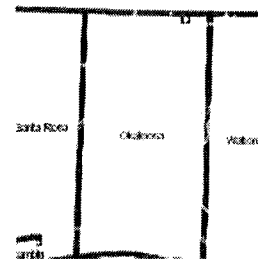
we at warrior base airsoft, plan on trying to unite the airsoft community and intorduce the public to airsoft.



# LAUREL HILL PARK SITE MAP



| Okaloosa County Property Appraiser        |  |                |        |
|---|--|----------------|--------|
| Parcel: 29-6N-22-0000-0006-0000 Acres: 20 |  |                |        |
| Name:                                     | BCC  | Land Value     | 78,253 |
| Site:                                     |  | Building Value | 0      |
| Sale:                                     | \$1,360 on 01-1977 Vacant=Y Qual=U               | Misc Value     | 0      |
| Mail:                                     | 302 N WILSON ST SUITE 203<br>CRESTVIEW, FL 32536 | Just Value     | 78,253 |
|   |  | Assessed Value | 78,253 |
|   |  | Exempt Value   | 78,253 |
|   |  | Taxable Value  | 0      |



The Okaloosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER OKALOOSA COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 07/09/13 : 13:48:43



**Facility Management Lease  
Between  
Board of County Commissioners  
Okaloosa County, Florida  
To  
Warrior Base Airsoft**

The Board of County Commissioners, Okaloosa County, Florida (Hereinafter referred to as "COUNTY") leases to Warrior Base Airsoft (Hereinafter referred to as "LESSEE") the property formally known as the Laurel Hill Landfill, and retained for Park property. This lease is effective the day of *July*, 2013. For and in consideration of the use of the property Warrior Base Airsoft, the parties hereto agree as follows: *16th*

1. **LESSEE** is granted sole authority to manage the property for events organized or approved by **LESSEE** throughout the year. During times the **LESSEE** has no events scheduled, **LESSEE** shall allow the general public to use the premises without charge. **COUNTY** employees have the right to enter the property when deemed necessary and to inspect the property for compliance.
2. All organizations or vendors authorized to schedule events by the **LESSEE** shall carry adequate commercial liability, workers compensation and other insurance to protect the interest of the **COUNTY** and the **LESSEE**. The nature and activity of the event shall determine the amount of insurance required; however, the amount of such liability coverage shall not be less than a combined single limit of one million dollars (\$1,000,000.00). In addition, such organizations and vendors shall sign an indemnification and hold harmless agreement in favor of the **COUNTY** and the **LESSEE**.
3. **LESSEE** is responsible for maintaining the premises in a clean, safe and sanitary condition. This includes housekeeping and lawn maintenance and trash pickup and removal. All trash and waste material shall be removed promptly.
4. **COUNTY** shall pay the water, and electric utilities. **COUNTY** shall perform minor repairs to the county portion of the roadway and onsite parking area.
5. **LESSEE** agrees to utilize revenues derived from the use of the facilities, including fees and event profits, for the general facility maintenance, facility improvements and recreational improvements and recreational functions. Additionally, **LESSEE** agrees, that within (90) days of the end of the County's fiscal year, to provide the County with an audit performed by an independent certified accountant of all income and expenses.
6. The term for this lease shall be two (2) years from the effective date. This Agreement may be terminated by either party, at any time, with or without cause, upon no less than one hundred-twenty (120) days notice, in writing to the other party. On expiration of the two (2) year term, the lease may be renewed with the mutual agreement of **LESEE** and **COUNTY**.

**LEASE # L13-0400-PW  
WARRIOR BASE AIRSOFT  
LAND LEASE @ LAUREL HILL LANDFILL  
EXPIRES: 07/16/2015**

Instr # 2871952 BK: 3109 PG:48,Page 1 of 2  
Recorded 07/29/2013 at 03:23 PM.  
RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00

7. The annual lease fee is one dollar.
8. Under no circumstance is **LESSEE** to be considered an agent or employee of the **COUNTY**.
9. **LESSEE** shall maintain public liability insurance against Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The amount of such liability coverage shall not be less than a combined single limit of ~~three hundred thousand~~ <sup>one million</sup> dollars (\$1,000,000.00). The insurance contract shall list Okaloosa County as an Additional Insured. *WSP*
10. To the fullest extent permitted by law, **LESSEE** shall indemnify and hold harmless **COUNTY**, its officers and employees from liabilities, damages, losses, and cost including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **LESSEE** and other persons employed or utilized by the **LESSEE** in the performance of this Agreement.
11. **COUNTY** retains the right to post safety and other informational signage on the property. The presence or absence of such signage shall not relieve **LESSEE**, organizers or vendors from warning the public about hazards associated with particular events.
12. **LESSEE** shall not construct any structure or make modifications to existing facilities during the term of this lease unless approved by the Board of County Commissioners. Any construction will require structures to be temporary and constructed in a neat and presentable manner. All construction must address safety, drainage, and parking. Necessary repairs can be made without approval. All elements used for execution of Airsoft Games must be temporary and easily removable.
13. **LESSEE** shall be responsible for providing County with a schedule of all events on the property. Changes without notice or mis-representation of schedule could result in termination of agreement.
14. **LESSEE** agrees that all Airsoft pellets used on the property must be bio-degradable.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

**FOR**

**Warrior Base Airsoft**

By *Wesley Puckett*  
 WESLEY PUCKETT  
 CO-FOUNDER WARRIOR BASE AIRSOFT

Date 07/14/2013

**Okaloosa County, Florida**

By *Don Amunds*  
 Don Amunds, Chairman

Date July 16, 2013

