

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/09/2025

Contract/Lease Control #: C22-3197-PS

Procurement#: ITQ PS 14-22

Contract/Lease Type: AGREEMENT

Award To/Lessee: EOLA POWER, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/02/2025

Expiration Date: 06/30/2026 W (1) 1 YEAR RENEWAL

Description of: UPS MAINTENANCE SYSTEM

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

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

Closed: _____

CC: BCC RECORDS

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

Procurement/Contract/Lease Number: C22-3197-BS Tracking Number: 5445-25
Procurement/Contractor/Lessee Name: EOA/LLC Grant Funded: YES NO
Purpose: 1st amendment
Date/Term: 6-30-25 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: 546640 3. \$50,000 OR LESS
Amount: 6,660.00
Department: PS Dept. Monitor Name: Maddox

Purchasing Review

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 5-6-25
Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: see email attached Grant Name: EMPA
Grants Coordinator: Suzanne Ulloa Date: _____

Risk Management Review

Approved as written: see email attached Date: 5-6-25
Risk Manager or designee: Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 5-8-25
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: Suzanne Ulloa
Sent: Tuesday, May 6, 2025 12:20 PM
To: DeRita Mason
Subject: RE: Year 4 Renewal - ITQ PW 14-22 - Quote 13563 - UPS System Maintenance (2)
EATON 9390 - 80kVA

Unless there is a new grant issued since my last approval, the former approval still applies.

Suzanne Ulloa

Purchasing & Grants Coordinator
Okaloosa County
Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: (850) 689-5960
DIRECT EXT. 6971



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 <dmason@myokaloosa.com>
Sent: Tuesday, May 6, 2025 12:09 PM
To: Suzanne Ulloa <sulloa@myokaloosa.com>
Subject: FW: Year 4 Renewal - ITQ PW 14-22 - Quote 13563 - UPS System Maintenance (2) EATON 9390 - 80kVA

I think you had stated before that you do not need to see renewals if you originally approved the ITB/Contract with grant funds. The referenced will use EMPA, we are just renewing for an additional year for \$6660.00.
Thank you,

DeRita Mason



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

DeRita Mason

From: Odessa Cooper-Pool
Sent: Tuesday, May 6, 2025 2:20 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Kerry Parsons
Subject: RE: C22-3197-PS 1st amendment
Attachments: c22-3197-PS 1st amendment (2).docx

Good afternoon DeRita,

The 1st amendment for C22-3197-PS with Eola Power, LLC has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool
Public Records & Contracts Specialist
Human Resources/ Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, May 6, 2025 2:10 PM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Kerry Parsons <kparsons@ngn-tally.com>
Subject: RE: C22-3197-PS 1st amendment

Odessa,
See updated attached.
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, May 8, 2025 2:26 PM
To: Odessa Cooper-Pool; DeRita Mason
Cc: Kerry Parsons
Subject: Re: C22-3197-PS 1st amendment

This is approved.

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: Odessa Cooper-Pool
Sent: Tuesday, May 6, 2025 2:59:31 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Kerry Parsons
Subject: FW: C22-3197-PS 1st amendment

Good afternoon DeRita,

Please include the updated version of the General Insurance Requirements. No changes are made to the insurance requirements, there is just clarity in the wording.

Thank you,

Odessa Cooper-Pool
Public Records & Contracts Specialist
Human Resources/ Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, May 6, 2025 12:05 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: C22-3197-PS 1st amendment

Good afternoon,



**FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN
OKALOOSA COUNTY, FLORIDA AND EOLA, LLC.
CONTRACT NO. C22-3197-PS**

This First Amendment and Renewal to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Eola, LLC. (the "Contractor"), executed this 9th day of May, 2025, is made a part of the original Agreement dated July 7, 2022, Contract No. C22-3197-PS (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 effective July 1, 2025 and shall terminate no later than June 30, 2026.
3. **COMPENSATION.**

Section 4 of the original Agreement ("Compensation") shall be revised as follows:

See attached updated rate and scope sheet, attached hereto as Exhibit "A"

4. **ANTI-HUMAN TRAFFICKING AFFIDAVIT.** All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Okaloosa County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024. Required form is attached hereto as Attachment "B" and made a part of this Agreement.
5. **Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018, attached as Attachment "C" and made part of the original agreement.



6. **INSURANCE.** The County and Contractor would like to amend Attachment “B” of the original Agreement and replace with “Attachment D” attached hereto and made a part of the original Agreement.
7. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated October 19, 2021, and any amendments thereto, shall remain in full force and effect.
8. **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.

EOLA, LLC

Signature

TITLE: Business Development

David Friedman

Print Name

OKALOOSA COUNTY, FLORIDA

BY: 

DeRita Mason, Purchasing Manager



ATTACHMENT "A"
Updated Rate Sheet/Scope



EOLA POWER

A CRITICAL POWER COMPANY

Quote

EOLA Power
8782 NW 18th Terrace

Miami, FL 33172
Phone: (800)399-7414

Quote Information

Quote #	13563	Quoted on Date	5/5/2025
Quote Description	Renewal ITQ PW 14-22 - UPS System Maintenance (2) EATON 9390 80kVA - YEAR 4 - JUL25 JUN26		
Lead Time		Billing Terms Net 30	Quote Expiration 90 Days

Customer information

Site	Company	Okaloosa County	
	Mailing Address	Street	Okaloosa County Purchasing Department 5479A Old Bethel Road
		City	Crestview
		State	FL
		Zip code	32536
	Site / Shipping Address	Street	Okaloosa County Emergency Management 90 E College Blvd.
		City	Niceville
		State	FL
Zip code		32578	
Contact	Name	DeRita Mason	
	Phone	850-689-5960	
	Email	dmason@myokaloosa.com	

Contact Information

Quoted By	David Friedman	Phone number	
Email Address	dfriedman@eolapower.com	Address	8782 NW 18th Terrace Miami, FL 33172

EOLA | A Critical Power Company

8782 NW 18th Terrace Miami, FL 33172 / Telephone : + 1 (800)399-7414



EOLA POWER

A CRITICAL POWER COMPANY

Quote

EOLA Power
8782 NW 18th Terrace

Miami, FL 33172
Phone: (800)399-7414

Quoted Items

1	2.00	UPS Full Service Maintenance Contract w/annual (1) visit. Includes 24x7 emergency service, parts, labor and PM services to UPS and associated VRLA battery groups. UPS: (2) EATON 9390 80kVA ITQ PW 14-22 Contract - Renewal Year 4 - July 25- June 26	UPS-FS-A-21-50	\$3,330.00	\$6,660.00
2					
3					
4					
5					
6					
7					
8					
9					
				Grand Total:	\$6,660.00
A 3.5% processing fee will be assessed for all payments paid via credit card					

EOLA | A Critical Power Company

8782 NW 18th Terrace Miami, FL 33172 / Telephone : + 1 (800)399-7414



EOLA POWER

A CRITICAL POWER COMPANY

Quote

EOLA Power
8782 NW 18th Terrace

Miami, FL 33172
Phone: (800)399-7414

Comments

INCLUDED WITH THIS FULL SERVICE CONTRACT

- ✓ 24-hour live person dispatch
- ✓ Emailed service reports detailing all equipment readings and recommendations
- ✓ SOW based on customer requirements and IEEE standards.
- ✓ 10% off Parts including batteries, capacitors, and fans.
- ✓ EOLA multiple year discounts
- ✓ 100% Service Completion Guarantee
- ✓ EOLA employed, trained, and certified Field Service Engineers.
- ✓ Dedicated Account Manager
- ✓ Web Monitoring
- ✓ Installation of SNMP card (Optional)
- ✓ 24 x 7 Emergency Service, Parts and Labor
- ✓ 4 hour or less on site emergency response time

NOT INCLUDED WITH THIS FULL SERVICE CONTRACT

- ✓ Battery Replacement (parts, labor, shipping)
- ✓ Capacitor and Fan Replacements
- ✓ Repairs needed from pre-existing conditions noted at or before first PM Inspection

Additional Comments

Optional:

- ✓ A multi-year service Price-Lock Option is available. As long as executed with the initial contract, subsequent years for like services will be billed annually at the same price as the initial year price with no increases, for up to 5 years.

Additional Notes:

- ✓ On first Major Performance Inspection, all parts and labor required to cause the unit(s) under contract to meet manufacturer's specifications will be quoted to the customer. If a particular model of equipment has been discontinued or placed on end of life status by a manufacturer EOLA will use its best effort to obtain parts but cannot guarantee the availability thereof.
- ✓ When a price quotation is for multiple items it is a composite price and shall not be construed as a line item price. If a line item price is required, it should be separately requested and it will be identified as such.
- ✓ All EOLA Standard Terms and Conditions are applicable with this Service Contract & Price Quotation.
- ✓ This quotation is valid for a period of 45 days from the date of this document. This price quotation does not include all applicable taxes, shipping and handling costs, unless otherwise noted.

EOLA | A Critical Power Company

8782 NW 18th Terrace Miami, FL 33172 / Telephone : + 1 (800)399-7414



Quote

EOLA Power
8782 NW 18th Terrace

Miami, FL 33172
Phone: (800)399-7414

Billing/Payment Terms

In consideration of the services to be performed hereunder, Owner shall pay the sums set forth in the attached Quote(s) specifying the package agreed upon. In addition to the sums stated on the attached Quote(s), Owner shall pay with the charges hereinabove set forth, all applicable State, Local and Municipal taxes levied upon the charges by any taxing authority having jurisdiction thereof, or supply Contractor satisfactory proof of exemption therefrom.

ALL PAYMENTS ARE DUE NET 30 DAYS IN FULL, and any payment not made when due shall be subject to an interest charge of 2.0% per month or fraction thereof, or the maximum rate permitted by law, whichever is less. If any payment is not made when due, Contractor reserves the right to refuse to provide any further service until its receipt of the payment and applicable interest.

PAYMENTS SHOULD BE MADE WITHIN 30 DAYS OF START DATE OF THE CONTRACT.

MAIL TO:

EOLA Power LLC
Attn: Finance Dept.
8782 NW 18th Terrace
Miami, FL 33172 / Telephone : + 1 (800)399-7414

This price quotation does not include all applicable taxes, shipping and handling costs, unless otherwise noted.

Billing/payment terms subject to change upon completion of credit application

EOLA | A Critical Power Company

8782 NW 18th Terrace Miami, FL 33172 / Telephone : + 1 (800)399-7414



EOLA POWER

A CRITICAL POWER COMPANY

Quote

EOLA Power
8782 NW 18th Terrace

Miami, FL 33172
Phone: (800)399-7414

Signatures

Automatic Renewal Option – initial here to elect the Automatic Renewal Option _____

EOLA Power LLC offers an Automatic Renewal Option for your convenience and savings. If this option is elected, contract will automatically renew for one year periods at the end of the original term and each renewal year. Savings means no price increase during the first two years of the renewal term (for first-time users) and limited price increases after the first two years of the renewal term. See paragraph 13 for complete Automatic Renewal Option terms.

Customer Name: _____

Customer Signature: _____

Contract Start Date: _____

Purchase Order #: _____

Site Contact Person: _____

Phone: _____

FAX: _____

Email: _____

EOLA a Critical Power Company
Authorized Signature: _____

Print name/title: David Friedman

Date 05/09/2025

Purchase Order must be assigned to:

EOLA Power LLC
8782 NW 18th Terrace
Miami, FL 33127

Send electronic purchase orders to: dfriedman@eolapower.com

EOLA | A Critical Power Company

8782 NW 18th Terrace Miami, FL 33172 / Telephone : + 1 (800)399-7414



ATTACHMENT "B"

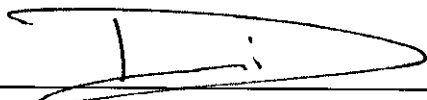
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Okaloosa County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I David Friedman (insert name) as Business Development (insert title) on behalf of EOLA Power LLC (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. EOLA Power LLC (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, EOLA Power LLC (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Signature: 

Printed Name: David Friedman

Title: Business Development

Nongovernmental entity: EOLA Power LLC



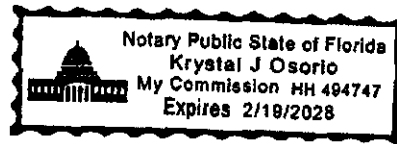
Date: 05/09/2025

STATE OF Florida
COUNTY OF Miami Dade

SWORN TO AND SUBSCRIBED before me ✓ in person or _____ remote notarization
by DAVID FREEMAN as BUSINESS DEVELOPMENT on behalf of EOLA POWER LLC, who is
personally known to me or who produced FL DRIVER LICENSE as identification this 9TH
day of MAY, 2025.



Notary Public



(Notary Seal)



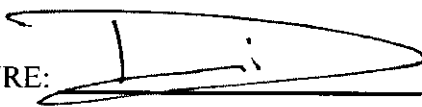
ATTACHMENT "C"

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate EOLA Power LLC, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 05/09/2025

SIGNATURE: 

COMPANY: EOLA Power LLC

NAME: David Friedman

(Typed or Printed)

ADDRESS: 8782 NW 18th Terrace, Miami, FL 33172

TITLE: Business Development

E-MAIL: dfriedman@eolapower.com

PHONE NO.: 800-399-7414



Attachment "D"

GENERAL SERVICES INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies and Professional Liability, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.



WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability



5.) Products and Completed Operations Liability

3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.



CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, and evidencing all required coverage and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.



GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.