

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/01/2020

Contract/Lease Control #: C20-2894-TDD

Procurement#: SOLE SOURCE

Contract/Lease Type: CONTRACT

Award To/Lessee: GULFCOAST LIONFISH TOURNAMENTS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/18/2019

Expiration Date: 10/01/2020

Description of SPONSORSHIP OF 2020 LIONFISH TOURNAMENT

Department: IDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: C20-2894TRD Tracking Number: 3987-20  
Procurement/Contractor/Lessee Name: Gulfcoast Limfish Grant Funded: YES \_\_\_ NO X  
Purpose: Amendment  
Date/Term: 10-1-20 1.  GREATER THAN \$100,000  
Department #: 7012 2.  GREATER THAN \$50,000  
Account #: 548050 3.  \$50,000 OR LESS  
Amount: 35,000  
Department: TRD Dept. Monitor Name: Adams

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Orlinda Mason Date: 3-23-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: no federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: no risk element Date: \_\_\_\_\_  
\_\_\_\_\_  
Risk Manager or designee Edith Gibson or Karen Donaldson

**County Attorney Review**

Approved as written: see email attached Date: 3-24-2020  
\_\_\_\_\_  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Department funding confirmed: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, March 24, 2020 12:46 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Gulfcoast Lionfish Amendment C20-2897-TDD

This is approved for legal purposes.

**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>  
**Sent:** Monday, March 23, 2020 8:48 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** Gulfcoast Lionfish Amendment C20-2897-TDD

Please review the attached.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road

**AMENDMENT NO. 1 TO  
 AGREEMENT FOR LIONFISH TOURNAMENT MANAGEMENT SERVICES  
 (COUNTY CONTRACT # C20-2894-TDD)**

This AMENDMENT NO.1 hereby amends the Agreement for Lionfish Tournament Management Services (County Contract # C20-2894-TDD) by and between Okaloosa County, Florida (County) and Gulfcoast Lionfish Tournaments, LLC (Contractor).

WHEREAS, the County has suspended advertising and promotional campaigns effective March 20, 2020 in response to the COVID-19 Virus; and

WHEREAS, the County has closed public beaches effective March 21, 2020 in response to the COVID-19 Virus; and

WHEREAS, the Contractor has rescheduled the tournament until September 2020 and will continue to perform participant registration, website management, and pre-tournament management in the months of April, May, June and July; and

WHEREAS, both parties wish to amend the Contract to add four months of funding at \$1,000/month for additional services to be performed by the Contractor.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Contract for Lionfish Tournament Management Services as follows:

(~~stricken~~ words indicate deletions, underlined words indicate additions).

1) Section 4. *Compensation* and Attachment A *Management Payments* shall be amended to reflect an increase of \$4,000: ~~\$31,000~~ \$35,000.

2) Attachment A *Payment Terms* shall be amended as follows:

| Invoice no.         | Amount                                  | Invoice submitted |
|---------------------|---|-------------------|
| 1                   | \$5,166.66                              | 1/1/2020          |
| 2                   | \$5,166.66                              | 2/1/2020          |
| 3                   | \$5,166.66                              | 3/1/2020          |
| 4                   | \$5,166.66                              | 4/1/2020          |
| 5                   | <del>\$5,166.66</del> <u>\$1,000.00</u> | 5/1/2020          |
| 6- <del>Final</del> | <del>\$5,166.66</del> <u>\$1,000.00</u> | 6/1/2020          |
| <u>7</u>            | <u>\$1,000.00</u>                       | <u>7/1/2020</u>   |
| <u>8</u>            | <u>\$1,000.00</u>                       | <u>8/1/2020</u>   |
| <u>9</u>            | <u>\$5,166.66</u>                       | <u>9/1/2020</u>   |
| <u>10 - Final</u>   | <u>\$5,166.66</u>                       | <u>10/1/2020</u>  |

Final payment due in after final event report on or around ~~6/1/2020~~ 10/1/2020.

3) All other provisions of the Contract for Lionfish Tournament Management Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year last herein below written

**GULFCOAST LIONFISH  
TOURNAMENTS, LLC**



Andy Ross

3/25/20

Date

**OKALOOSA COUNTY**



Faye Douglas, OMB Director

4.1.2020

Date

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/13/2019

Contract/Lease Control #: C20-2894-TDD

Procurement#: SOLE SOURCE

Contract/Lease Type: CONTRACT

Award To/Lessee: GULFCOAST LIONFISH TOURNAMENTS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/18/2019

Expiration Date: UPON FINAL PAYMENT

Description of SPONSORSHIP OF 2020 LIONFISH TOURNAMENT

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: BCC RECORDS

## Detail by Entity Name

Florida Limited Liability Company  
GULF COAST LIONFISH TOURNAMENTS, LLC

### Filing Information

**Document Number** L18000268712  
**FEI/EIN Number** 83-2709077  
**Date Filed** 11/16/2018  
**Effective Date** 11/12/2018  
**State** FL  
**Status** ACTIVE

### Principal Address

10139 SINTON DR  
PENSACOLA, FL 32507

### Mailing Address

10139 SINTON DR  
PENSACOLA, FL 32507

### Registered Agent Name & Address

ROSS, ANDREW F  
10139 SINTON DR  
PENSACOLA, FL 32507

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

ROSS, ANDREW F  
10139 SINTON DR  
PENSACOLA, FL 32507

### Annual Reports

| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 2019               | 04/26/2019        |

### Document Images

|   |  |
|---|--|
| <a href="#">04/26/2019 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">11/16/2018 -- Florida Limited Liability</a> | <a href="#">View image in PDF format</a> |



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

Procurement/Contract/Lease Number: TB07 Tracking Number: 3704-20  
Procurement/Contractor/Lessee Name: Gulf Coast Limbich Grant Funded: YES \_\_\_ NO X  
Purpose: sponsorship of 2020 tournament  
Date/Term: 6-1-2020  
Amount: \$31,000  
Department: TDD  
Dept. Monitor Name: Adams

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 11-1-19  
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**

Approved as written: no federal funds  
\_\_\_\_\_  
Grants Coordinator Danielle Garcia Date: \_\_\_\_\_

**Risk Management Review**

Approved as written: see email attached  
\_\_\_\_\_  
Edith Gibson or Karen Donaldson Date: 11-4-19

**County Attorney Review**

Approved as written: see email attached  
\_\_\_\_\_  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee Date: 11-4-19

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_  
Finance Manager or designee Date: \_\_\_\_\_



## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, November 4, 2019 1:31 PM  
**To:** DeRita Mason  
**Cc:** Hoshihara, Lynn  
**Subject:** RE: Gulf Fish Tournament

Thanks I just wanted to make sure so that we did not run into any conflicts. The agreement as revised by Charlotte is approved for legal purposes.

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**From:** DeRita Mason [dmason@myokaloosa.com]  
**Sent:** Monday, November 04, 2019 2:12 PM  
**To:** Parsons, Kerry  
**Subject:** FW: Gulf Fish Tournament

Please see below regarding the conflict.

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@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:** Lianne Clark <lclark@myokaloosa.com>  
**Sent:** Monday, November 4, 2019 12:45 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Subject:** FW: Gulf Fish Tournament

## DeRita Mason

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**From:** Karen Donaldson  
**Sent:** Monday, November 4, 2019 10:46 AM  
**To:** DeRita Mason  
**Subject:** RE: Gulf Coast Lionfish Tournament

DeRita

There is no insurance requirement attached. I believe the General Services is acceptable and if I remember correctly, we did not require the Auto insurance last year.

thanks

*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:** Friday, November 1, 2019 12:58 PM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>; Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Subject:** FW: Gulf Coast Lionfish Tournament

Please review and approve the attached.

Thank you,

DeRita Mason



**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA  
AND Gulf Coast Lionfish Tournaments, LLC**  
**CONTRACT ID**

(Single Source)

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made this 18<sup>th</sup> day of NOV, 2019, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Gulf Coast Lionfish Tournaments, LLC, a Florida Limited Liability Company authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 83-2709077.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide Lionfish Tournament Management Services ("Services"); and

**WHEREAS**, the Services ~~can only be provided~~ may be purchased from multiple sources, but, in order to meet certain functional and performance requirements there is only one economically feasible source for the purchase of the Services, the Contractor; and

**WHEREAS**, pursuant to Section 19 of the Okaloosa County Purchasing Manual, the County is procuring the services through a single source procurement. A copy of the Contractor's proposal and the County's single source justification is included as Attachment "A"; and

**WHEREAS**, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

**WHEREAS**, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of thirty-one thousand Dollars (\$ 31,000.00), as further detailed below.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

**1. Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment "A" – Contractor's Proposal and the County's Single Source Justification;
- Attachment "B" – Insurance Requirements;
- Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment "D" – Scrutinized Companies Certification;

  
\_\_\_\_\_ 1

CONTRACT#: C20-2894-TDD  
GULFCOAST LIONFISH TOURNAMENTS, LLC  
SPONSORSHIP OF 2020 LIONFISH TOURNAMENT  
EXPIRES: UPON FINAL PAYMENT



[Empty rectangular box for signature or stamp]

**2. Services.** Contractor agrees to perform the following services, Lionfish Tournament Management Services.

The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

**3. Term and Renewal.** The term of this Agreement shall begin once all parties have signed, and shall continue for a period of until final payment is issued (\_\_\_\_) \_\_\_\_\_ from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

- This agreement may not be renewed; or
- This agreement may be renewed upon mutual written agreement of the parties for a period of up to \_\_\_\_\_, \_\_\_\_\_ renewals.

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of thirty-one thousand Dollars (\$ 31,000.00 ).

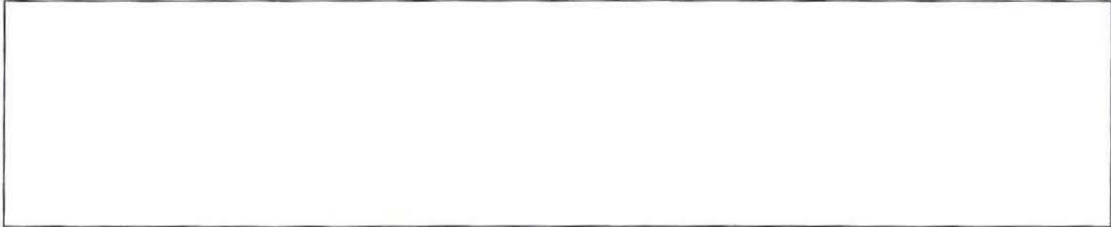
a. Contractor shall submit an invoice to the County upon completion of monthly tasks. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. **Disbursement.** Check one:

- There are no reimbursable expenses associated with this Agreement.
- The following are reimbursable expenses associated with this Agreement:

\_\_\_\_\_ *AL* 2





- c. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**5. Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

**6. Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

**7. Termination and Remedies for Breach.**

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause,



the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
  - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
  - c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
  - d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

**8. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER





PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

**9. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

**10. Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations,



limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

**11. Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

|                              |  |   |
|------------------------------|--|---|
| <b>If to the County:</b>     | Jennifer Adams<br>Tourist Development Department<br>1540 Miracle Strip Pkwy SE<br>Fort Walton Beach, FL 32548<br>jadams@myokaloosa.com<br>850-651-7131 | <b>With a copy to:</b><br>County Attorney Office<br>1250 N. Eglin Pkwy, Suite 100<br>Shalimar, FL 32579<br>(850) 224-4070 |
| <b>If to the Contractor:</b> | Andy Ross<br>Gulf Coast Lionfish Tournaments LLC<br>10139 Sinton Drive<br>Pensacola, FL 32507<br>sharkman58@gmail.com<br>850-529-2475                  |   |

**12. Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

**13. Subcontracting.** Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

**14. Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and





subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**15. Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.





f. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**16. Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**17. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**18. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**19. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**20. Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses





(including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

**21. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**22. 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.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement



as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**23. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

**24. Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**25. Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**26. Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)





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

WITNESS:

Signature

*Kelly Pratt*  
Print Name

BY:

*[Signature]*  
Andy Ross

ATTEST:

OKALOOSA COUNTY, FLORIDA

*[Signature]*  
J.D. Peacock II, Clerk of Courts

BY:

*[Signature]*  
~~Charles K. Windes, Jr., Chairman~~

Faye Douglas, DMB Director



**Attachment "A"**

## PURPOSE OF DOCUMENT

Okaloosa County, Florida wishes to contract with Gulf Coast Lionfish Tournaments, LLC (GCLT) to manage the lionfish spearfishing tournament in Destin, FL that will be held in conjunction with the Lionfish Removal & Awareness Day (LRAD) Festival. Working Closely with Okaloosa County, Florida Fish and Wildlife Conservation Commission (FWC) and other partners, GCLT will execute a successful event that will continue the groundwork for future events. This document provides a proposed Scope of Work.

## HISTORY OF THE GULF COAST LIONFISH TOURNAMENTS, LLC

GCLT is the premiere lionfish tournament management company in the world. GCLT was founded by lionfish experts with extensive event management and marketing experience, specifically involving the lionfish community. With over six years of successful lionfish tournament management, GCLT brings an established method and style to lionfish tournaments that ensures safety and success. We have been tournament directors for the Lionfish World Championship and Gulf Coast Lionfish Coalition LRAD tournaments since 2014. These tournaments are widely considered the largest and most publicized tournaments throughout the invaded range. This event has grown to more than 180 participants and brought in more than 19,000 lionfish in the 2019 event which is more than every tournament combined from the entire 2019 season. GCLT is excited and committed to bringing this same professionalism and success back to Okaloosa County.

## PROPOSED NAME OF TOURNAMENT

GCLT recommends the tournament remain the same; Emerald Coast Open. This brings consistency to the event for both marketing benefits and a geographic anchor for the tournament. This leaves room for a headlining sponsor to have some naming recognition such as the Emerald Coast Open sponsored by (or presented by) XYZ Sponsor.

## SCOPE OF WORK

Gulf Coast Lionfish Tournaments, LLC agrees to provide the following services related to the tournament:

### Tournament Sponsorship

GCLT will assist with solicitation of sponsorships from businesses and organizations for the event. We will work with Okaloosa County and FWC to incorporate existing and new sponsorships they receive. GCLT will receive and process prize sponsorships, disperse participant prizes and manage tax related documents. Tournament payout will be determined as sponsorships are acquired. GCLT will adjust the payouts as needed if surplus funds are received.

### Participant Registration and Website Management

GCLT will maintain the tournament website that was established for the 2019 event ([www.emeraldcoastopen.com](http://www.emeraldcoastopen.com)). This website includes an online registration system and will include all rules, dates, and tournament information that participants need. This system has been used in previous events with great success. The website and social media page(s) will be updated on at least a weekly basis with information such as relevant tournament counts, current media and sponsors.

### Pre-Tournament Management

GCLT will plan, advertise, and manage a pre-tournament series. In the pre-tournament, registered participants will hunt lionfish and turn them in to official drop off locations. Lionfish will be counted, measured, and filleted for festival related events such as Restaurant Week. For every lionfish turned in, participants will receive individual raffle tickets for specific prizes given away at the LRAD event. This serves to promote the tournament for months prior to the main event. It also provides for the ability to acquire lionfish for use in cooking demonstrations, free sampling and other

promotional events leading up to the event. The pre-tournament will also encourage hunters to come to the Okaloosa County area to spend money with local dive operators, restaurants, and will generate hotel night stays.

Management includes registration of participants, working with volunteers and organizations to assist in the collection, storage, and filleting of the lionfish turned in. We will also keep a running score of each participant on the tournament Facebook page and website.

#### Captain's Meeting

GCLT will plan, advertise and conduct a "Captain's Meeting" prior to the kickoff of the pre-tournament and on Thursday night before the main tournament. This is a safety meeting for participants to announce the rules, any last minute changes to schedules, and comments/questions. The Captains Meetings will be conducted at a location within Okaloosa County, as well as broadcasted on Facebook Live. Participants can either come to the event, or comment on Facebook they are watching to satisfy the requirements of attendance.

#### Main 2-Day Tournament

GCLT will plan, advertise, and manage the two-day tournament at the LRAD festival. This includes operating the count station, ensuring the accurate counting, measuring, and reporting of the lionfish totals per team. We will be the deciding body of any rule discrepancies and final decisions on tournament operations. We will also be responsible for the awards ceremony and automated electronic raffle prize management. We will set up and facilitate fish sales between licensed hunters and legal fish wholesalers registered in Florida. We will be responsible for ensuring cleanup of the tournament count station after the event has concluded. At least 40 Tents will be order and provided to vendors that set up for the main event. Further, GCLT will organize a sponsor/VIP dinner. Location and invitees is TBD. GCLT will coordinate with FWC and Okaloosa County to determine the vendors and the invitees to the sponsor/VIP dinner.

#### Participant SWAG

GCLT will work with vendors and sponsors to have a SWAG bag for each tournament participant that includes advertisements, coupons, giveaways, and other promotional materials.

#### Tournament Participant T-Shirt

GCLT will design and purchase at least 432 participant dry-fit long sleeved shirts. The shirts will be reviewed and approved by Okaloosa County staff prior to ordering. These shirts will be desirable and continue to promote the tournament and its sponsors for many years to come. Shirts that are well designed will be worn as a "badge of honor" and increase sponsor and tournament visibility.

## MANAGEMENT FEES

#### Management Payments

GCLT will receive a total of \$31,000 to provide the services included in this Scope of Work.

#### Deliverables

Each monthly invoice will be accompanied by a status report of tournament-related activities. Final invoice will include a final event report including advertising, tournament, and website and hotel stays by accomodation. Tournament Shirts, Tent and Sponsor dinner costs will be reimbursed when proof of order and payment is produced to Okaloosa County.



Payment Terms

| Invoice no. | Amount     | Invoice submitted |
|-------------|------------|-------------------|
| 1           | \$5,166.66 | 1/1/2020          |
| 2           | \$5,166.66 | 2/1/2020          |
| 3           | \$5,166.66 | 3/1/2020          |
| 4           | \$5,166.66 | 4/1/2020          |
| 5           | \$5,166.66 | 5/1/2020          |
| 6 - Final   | \$5,166.70 | 6/1/2020          |

Final payment due in after final event report on or around 6/1/2020.

**CONTACT US**

We look forward to working with you. If you have any questions, please contact:

Managing Partner/Tournament Director – Andy Ross – sharkman58@gmail.com - (850) 529-2475

GULF COAST LIONFISH  
TOURNAMENTS, LLC



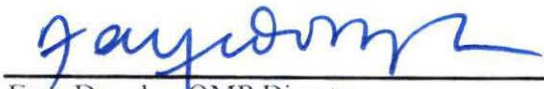
Signature

Andrew F. Ross

Print Name

Date 11/18/19

OKALOOSA COUNTY, FLORIDA



Faye Douglas, OMB Director



## SOLE SOURCE PURCHASE JUSTIFICATION REQUEST

A sole source is when the commodity or service can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirements for a particular proprietary item does not justify a sole source purchase, if there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

**Date:** 10/31/2019

**PR No:**

**Requestor:** Alex Fogg

**Phone No:** 850-609-5394

**Department/Division:** Tourist Development Department

**Item Description:** Sponsorship for Lionfish Tournament anticipated May 2020

**Vendor:** Gulf Coast Lionfish Tournaments, LLC

**Vendor's Address:** 10139 Sinton Drive Pensacola, FL 32507

**Vendor's Telephone No:** 850-529-2475

**Point of Contact:** Andy Ross

**Sole Source Justification:** (attach additional docs if any) Gulf Coast Lionfish Tournaments, LLC is the event promoter/organizer and therefore is the only vendor that can offer sponsorship. They have served as the tournament director for the Gulf Coast Lionfish Coalition Lionfish Removal Awareness Day tournaments with FWC since 2014.

**Check One:**

- The item is available only from **ONE** vendor (sole source justification is above or attached).
- Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).

11/01/19

**Requesting Department Director Signature (or authorized Designee)**

**Date**

### REVIEW BY OMB AND PURCHASING

Approved:

**OMB and Purchasing Department Comments:**

Denied:

**OMB Director Signature**

**Date**

**TOURIST DEVELOPMENT DEPARTMENT**  
**MEMORANDUM**

**Date:** October 28, 2019

**To:** Finance Department

**From:** Jennifer Adams, Director



**Subject:** Signature Delegation

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I will be out of the office on the dates below. During this time, Charlotte Dunworth is designated signature authority for all Tourist Development Department documents.

November 1-18, 2019

November 20-27, 2019





**Attachment "B"**  
**Insurance Requirements**

A handwritten signature in black ink, consisting of stylized, overlapping letters, positioned above a horizontal line.

## **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 01/2/2019

### **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. Insuring company is required to have 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. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation 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 prior written 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

*OKALOOSA COUNTY*

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.
1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury 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             | \$1,000,000 each accident<br>(A combined single limit)<br>WAIVED   |
| 3. Commercial General Liability    | \$1,000,000 each occurrence<br>for Bodily Injury & Property<br>Damage<br>\$1,000,000 each occurrence<br>Products and<br>completed operations |
| 4. Personal and Advertising Injury | \$1,000,000 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

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 job site and evidencing all required coverage 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, 5479A Old Bethel Road, Crestview, Florida, 32536.

*OKALOOSA COUNTY*

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.

*OKALOOSA COUNTY*

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.

*OKALOOSA COUNTY*

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**Attachment "C"**  
**Civil Rights Clauses**

*AR*



## Attachment "C"

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

AR



**Attachment "D"**  
**Scrutinized Contractors Certificate**

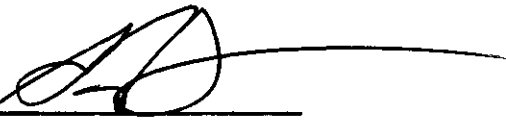
A handwritten signature in black ink, appearing to be the initials "AL", is written over a horizontal line.



VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate GULF COAST LEONFECK TOURN<sup>ENT</sup> 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: 11/18/19 SIGNATURE:   
COMPANY: GULF COAST LEONFECK TOURN<sup>ENT</sup> LLC NAME: Andrew F. Ross  
(Typed or Printed)  
ADDRESS: 10139 SENTON DR. TITLE: OWNER/MANAGER  
PENSACOLA, FL 32507 E-MAIL: SHARKMAN58@GMAFL.COM  
PHONE NO.: (850) 529-2475