CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	02/06/2023
Contract/Lease Control #:	C18-2671-PS
Procurement#:	RFQ PS 08-18
Contract/Lease Type:	CONTRACT-CLOSE OUT
Award To/Lessee:	FRANK L. GOLDSTEIN
Owner/Lessor:	OKALOOSA COUNTY
Effective Date:	01/31/2022
Expiration Date:	01/30/2023
Description of:	EMS RESILENCE & PROTECTIVE BEHAVIORAL HEALTH CONSULTANT
Department:	PS
Department Monitor:	MADDOX
Monitor's Telephone #:	850-651-7150
Monitor's FAX # or E-mail:	PMADDOX@MYOKALOOSA.COM
Closed:	02/06/2023

CC: BCC RECORDS

CONTRACT CLOSE-OUT CHECKLIST

(To Be Prepared by the Contracts & Lease Coordinator)

ATE:	Janu	ary 17, 2023				
) :	Fina	nce Department	<u> </u>			
BJECT:	Cont	tract No. C18-26	671-PS			
ANAGING	DEP	PARTMENT:	PS			
NTRACT	OR'S	S NAME:	Frank L. Goldstein			
OJECT TI	ITLE	:	EMS Resilence & Protective B	ehavioral Health C	Consul	tant
T	he att	ached has met t	he final payment contract require	ment in subject cor	ntract.	
			1 7	J	Yes	No
1	Ei.	- 1 Tayya i - 2			v	
1.	FII	nal Invoice			X	
2.	Clo	ose-Out Docum	ents	Yes	No	N/A
	a.	Signed Releas	e of Lien			X
	b.	Proof of Comp	pletion Advertisement			X
	c.	Certificate of l	Insurance			X
	d.	Consent of Su	rety to Final Payment			X
	e.	Proof of Perfo	rmance/Payment Bond			X
		Continuation	12 Months Following			
		Final Payment				
	f.	Grants approv	al/signature			X
3.	Re	marks				
Eavo		ualad Digit	tally signed by Faye Douglas			
гаует	טע	uylas _{Date}	tally signed by Faye Douglas :: 2023.01.17 09:31:17 -06'00'			
MB DIRECTOR				DATE		

Oul

|| F. L. GOLDSTEIN

INVOICE/RECEIPT 12-2022

Customer Address Phone		Okaloosa County EMS 90 College Blvd Niceville FL 32578 850-863-3628		ient ss	Frank L. Goldstein 234 Crewilla Drive Ft Walton Beach, FL 32548 850-499-0296		
				•			
Invoid	ce Date:	12 /10 /2022					
Qty.	Item#	Description		Wages	Total Hours	Line Total	
1	Oct 2022	Hours worked		\$71.50	24	\$1,716.00	
1	Nov 2022	Hours worked		\$71.50	23	\$1,644.50	
1	Dec	Hours worked		\$71 50	22	#2.250.50	

2022 Hours worked \$71.50 33 \$2,359.50

Send check to:

Frank L. Goldstein
Unit 18, #172
550 Mary Esther Blvd
Falton Beach, FL 32548

AP - Paid Stamp
OBSCHEDULESERVICE
2/2/2023 3:08:20 PM
This document was
paid with check #
2302925 on 2/2/2023

850-499-0296 office 850-243-2950 fax

Total

\$5,720.00



CONTRACT/LEASE RENEWAL FORM

January 12, 2022

CONTRACT: C18-2671-PS FRANK L. GOLDSTEIN

EMS RESILENCE & PROTECTIVE BEHAVIORAL

HEALTH CONSULTANT EXPIRES: 01/30/2023

Frank L. Goldstein 234 Crewilla Drive NW Fort Walton Beach, FL 32578

RE: Contract Renewal (C18-2671-PS)

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The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, #.C18-2671-PS for an additional term. The contract renewal period will be $\underline{01/31/22}$ to $\underline{01/30/23}$. The annual budgeted amount for this contract is \$ $\underline{16,000.00}$. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES	AUTHORIZED COMPANY REPRESENTATIVE
Dept. Director Signature:	Contractor: Frank L. Goldstein
Approved By: (as prescribed below on/item 1) Date: 01/21/2022	Approved By: Trans & Hollston
Approved By:(as prescribed below on item 1)	Title: EMS Resilience & Behavioral Health Consultant
Date:	Date: 01/20/22
County Donards and Instruction	

- County Department Instructions:
- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department. If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970



CONTRACT: C18-2671-PS FRANK L. GOLDSTEIN EMS RESILENCE & PROTECTIVE BEHAVIORAL HEALTH CONSULTANT EXPIRES: 01/30/2023

FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND FRANK L. GOLDSTEIN CONTRACT NO. C18-2671-PS

- 1. **COMPENSATION.** The County and Contractor wish to amend Section 3 of the original agreement to the following:
 - Annual not-to exceed is increased to \$18,000,00.
 - Education allowance-\$1000.00 each
- 2. OTHER PROVISIONS REMAIN IN EFFECT. Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated March 31, 2018, and any amendments thereto, shall remain in full force and effect.
- 3. 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.

FRANK L. GOLDSTEIN.:

Signature

Print Name

TITLE: Med Da Resident & B

OKALOOSA COUNTY, FLORIDA

effrey Hyde, Purchasing Manager

Contract # C18-2671-18-PS
FRANK L. GOLDSTEIN
EMS RESILIENCE & PROTECTIVE BEHAVIORAL
HEALTH CONSULTANT
EXPIRES: 01/30/2021 W/2 1 YR RENEWALS

CONTRAC: For RFQ PS 08-18 EMS RESILIENCE & PROTECTIVE BEHAVORIAL HEATH CONSULTANT

This Contract executed and entered into this 3151 day of MayOn, 2018, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Frank L. Goldstein (hereinafter the "Consultant"), certified to conduct business in the State of Florida, whose principal address is 234 Crewilla Dr., NW, Ft. Walton Beach, FL 32548, states as follows:

WITNESSETH:

WHEREAS, the County through an Request for Qualifications and Respondents Acknowledgement solicited for an EMS Resilience & Protective Behavioral Health Consultant; and

WHEREAS, after due review of all responses, Frank L. Goldstein has been selected for the EMS Resilience & Protective Behavioral Health Consultant; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "B "attached hereto; and

WHEREAS, the County desires the services of the Consultant and the Consultant is willing and able to perform all services in accordance with this Contract.

NOW, THERFORE, the parties hereto agree as follows:

I. Incorporation of Documents

The following documents are incorporated herein by reference into this Contract and are attached as:

- 1. Exhibit "A", Request for Qualifications & Respondent's Acknowledgment/Consultant's Submittal, RFQ PS 08-18, EMS Resilience & Protective Behavioral Health Consultant; date of opening November 20, 2017 and any addendums thereto.
- 2. Exhibit "B", Standard Contract Clauses.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

II. Scope of Work

The Consultant will provide services as the EMS Resilience & Protective Behavioral Health Consultant, as further outlined in the attached Exhibit "A". Any changes to this contract shall be by a contract amendment, which must be agreed to in writing and fully executed by both parties.

III. Payment

The County shall pay the Consultant the sum of \$71.50 for each hour of Consultant Services. Charges invoiced to the County are not to exceed \$15,000.00 annually unless specifically approved by the County. In addition, the Consultant is also allowed up to \$1,000.00 in educational needs and supplies annually.

IV. Invoice Requirements

The Consultant shall request payment through submission of a properly completed invoice. County shall make payments within thirty (30) days of invoice date.

In the event a portion of an invoice submitted to the County for payment to the Consultant, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

V. Duration of Contract and Termination of this contract

This Contract will be effective upon completion of signatures by both parties and shall run for a period of three (3) years from the date of signing. This contract may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of this contract.

The County may terminate this contract with or without cause by providing thirty (30) days written notice to the Consultant. If terminated, Consultant shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Contract in whole or part for cause, if the County determines that the performance of the Consultant is not satisfactory, the County shall notify the Consultant of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Consultant of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate this contract, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate this contract, the Consultant shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates this contract, the County shall notify the Consultant of such termination in writing, with instruction to the effective date of termination.

The County reserves the right to unilaterally cancel this Contract for refusal by the Consultant or any Consultant to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

VI. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representatives of the County shall be:

Tracey Vause-EMS Division Chief 90 College Blvd East Niceville, FL 32578 Phone: 850-651-7150

Fax: 850-651-7170

Email: <u>tvause@co.okaloosa.fl.us</u>

The authorized representative for Consultant shall be:

Frank L. Goldstein, PHD 234 Crewilla Dr. NW Ft. Walton Beach, FL 32548

Phone: 850-449-0296 Fax: 850-243-8305

Email: franklgold@yahoo.com

Courtesy copy to:

Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Phone: 850-689-5960

Fax: 850-689-5998

Email: dmason@co.okaloosa.fl.us

VII. 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.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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@co.okaloosa.fl.us.

Consultant must comply with the public records laws, Florida Statute chapter 119, specifically Consultant must:

- 1. Keep and maintain public records required by the County to perform the service.
- 2. 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.
- 3. 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 this contract term and following completion of this contract if the Consultant does not transfer the records to the County.
- 4. Upon completion of this contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the public agency upon completion of this contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this contract, the Consultant 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.

VIII. 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 Consultant 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.

IX. Assignment

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

X. Entire Contract & Waivers

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, contracts or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual contract of the parties and signed by both parties.

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.

XI. 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.

XII. Independent Contractor

Consultant enters into this Contract as, and shall continue to be, an independent Contractor. All services shall be performed only by Consultant and Consultant's employees. Under no circumstances shall Consultant or any of Consultant's employees look to the County as his/her employer, or as partner, agent or principal. Neither Consultant, nor any of Consultant'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. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant'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 Contract.

XIII. Third Party Beneficiaries

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

XIV. Indemnification and Hold Harmless

Consultant agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Consultant under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant or resulting from the use by Consultant, or by any one for whom Consultant is legally liable, of any materials, tools, machinery or other property of the County.

The Consultant's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Consultant's limit of, or lack of, sufficient insurance protection.

XV. Representation of Authority to Consultant/Signatory

The individual signing this Contract on behalf of Frank Goldstein represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of Frank Goldstein obligations hereunder have been duly authorized and that this contract is a valid and legal contract binding on the Consultant and enforceable in accordance with its terms.

XVI. Subcontracting

Consultant 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 sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities of any sub-contractor in order to make a determination as to the capability of the sub-contractor to perform properly under this Contract. The County's acceptance of a sub-contractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Consultant and sub-contractor will need to be approved by the County prior to it being entered into, and said contract shall incorporate in all required terms in accordance with local, state and Federal regulations.

XVII. Insurance

CONSULTANTS INSURANCE

- 1. The Consultant shall not commence any work in connection with this Contract until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
- 3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. 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. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Contract except Workers' Compensation.
- 5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Contract. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Contracts between the County and the Consultant.
- 6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Contract. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Consultant.
- 7. The insurance definition of Insured or Additional Insured shall include Sub-contractor, Sub-sub-contractor, and any associated or subsidiary companies of the Consultant, which are involved, and which is a part of this contract.
- 8. The County reserves the right at any time to require the Consultant to provide certified copies of any insurance policies to document the insurance coverage specified in this Contract.
- 9. The designation of Consultant shall include any associated or subsidiary company which is involved and is a part of this contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- 10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

- 1. The Consultant shall secure and maintain during the life of this Contract 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 Consultant shall require the Sub-contractor 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 Contracts which have been approved by the County.
- 2. Such insurance shall comply with the Florida Workers' Compensation Law.

3. No class of employee, including the Consultant himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE

- 1. The Consultant shall maintain Business Automobile Liability insurance coverage throughout the life of this Contract. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- 2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Contract. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Consultant shall notify the County representative in writing. The Consultant shall purchase additional liability insurance to maintain the requirements established in this Contract. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Contract.

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:

1.	Worl	ker's Compensation	LIMIŢ
	1.)	State	Statutory
	2.)	Employer's Liability	\$100,000 each accident

Any firm performing work on behalf of the County must provide Workers' Compensation Insurance. Exceptions and exemptions will be allowed by the County's Risk Manager, if they are in accordance with Florida Statute.

2.	Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3.	Personal and Advertising Injury	\$250,000
4.	Professional Liability (E&O)	\$1,000,000 (claims made)

NOTICE OF CLAIMS OR LITIGATION

The Consultant agrees to report any incident or claim that results from performance of this Contract. 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 Consultant'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 Consultant 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, Consultant 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 Consultant and other persons employed or utilized by the Consultant in the performance of this contract.

Note: For Consultant's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

- 1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County 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.
- 2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- 3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
- 4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Consultant's full responsibility. In particular, the Consultant shall afford full coverage as specified herein to entities listed as Additional Insured.
- 5. 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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Consultant has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

Should the Consultant engage a sub-contractor or sub-subcontractor, the same conditions will apply under this Contract to each sub-contractor and sub-subcontractor.

The Consultant hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Consultant under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

XVIII. Compliance with Laws

Consultant shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Consultant'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 Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Consultant's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

XVIV. Federal Regulations

The parties agree to comply with the Federal Regulations as set forth in "Exhibit B", which is expressly incorporated herein as part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

Frank L. Goldstein FRANK L. Goldstein	OKALOOSA COUNTY, FLORIDA
Printed Name/Title	Greg Kisela, Purchasing Director
Signature 30 SAW 2018	Date:
Date	