

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/26/2023

Contract/Lease Control #: C19-2754-AP

Procurement#: RFP AP 64-18

Contract/Lease Type: CONTRACT

Award To/Lessee: SIEMENS INDUSTRY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/06/2018

Expiration Date: 05/31/2024

Description of: AIRPORT SECURITY MAINTENANCE, REPAIR & SUPPORT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-631-7160

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

Closed:

Cc: BCC RECORDS



**FIRST AMENDMENT AND SECOND RENEWAL TO THE AGREEMENT BETWEEN**  
**OKALOOSA COUNTY, FLORIDA AND SIEMENS INDUSTRY, INC.**  
**CONTRACT NO. C19-2754-AP**

This First Amendment and Second Renewal to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Siemens Industry, Inc. (the "Contractor"), executed this 24<sup>th</sup> day of October, 2023, is made a part of the original Agreement dated November 6, 2018, Contract No. C19-2754-AP (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby wish to continue the original Agreement for a six month period to all time for the solicitation process.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall be November 6, 2023 and shall terminate on May 31, 2024.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement shall be as follows:

The monthly rate for the additional term will be \$4,202.42.
--

4. **INSURANCE.** Effective for the term of renewal, the parties wish to amend Section 21 of the original Agreement "Insurance Requirements" and replace with Attachment "A" of this Amendment.
5. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated November 6, 2018 and any amendments thereto, shall remain in full force and effect.
6. **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.

**(Remainder of Page Intentionally Left Blank)**



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

**SIEMENS INDUSTRY, INC.:**

Electronically signed by:  
Jeremy Taylor  
Date: Oct 23, 2023 09:32 CDT

TITLE: Branch General Manager

Signature

Jeremy Taylor

Print Name

**OKALOOSA COUNTY, FLORIDA**

Electronically signed by: Gil  
Rosado  
Date: Oct 23, 2023 11:31 EDT

Branch Finance Manager

Faye Douglas

Digitally signed by Faye  
Douglas  
Date: 2023.10.24 07:11:39  
-05'00'

BY:

Faye Douglas, OMB Director



**ATTACHMENT "A"**  
**GENERAL SERVICES INSURANCE REQUIREMENTS**

**CONTRACTORS INSURANCE**

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



## **WORKERS' COMPENSATION INSURANCE**

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

## **BUSINESS AUTOMOBILE LIABILITY**

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

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

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



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

### **INSURANCE LIMITS OF LIABILITY**

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

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

### **NOTICE OF CLAIMS OR LITIGATION**

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

### **INDEMNIFICATION & HOLD HARMLESS**

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



## **CERTIFICATE OF INSURANCE**

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

## **GENERAL TERMS**

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



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

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

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

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

#### **EXCESS/UMBRELLA INSURANCE**

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



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

Procurement/Contract/Lease Number: C19-2754-AP Tracking Number: 4889-24  
Procurement/Contractor/Lessee Name: Siemens Grant Funded: YES \_\_\_ NO X  
Purpose: second amendment  
Date/Term: 5-31-24 1.  GREATER THAN \$100,000  
Department #: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Account #: \_\_\_\_\_ 3.  \$50,000 OR LESS  
Amount: 4,202.42 monthly  
Department: Airport Dept. Monitor Name: Stacy

**Purchasing Review**

Procurement or Contract/Lease requirements are met: Quinta Mason Date: 10-13-23  
Purchasing Manager or designee: \_\_\_\_\_ DeRita Mason, Erin Poole, Amber Hammonds

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

Approved as written: no federal bid Grant Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator: \_\_\_\_\_ Suzanne Ulloa

**Risk Management Review**

Approved as written: see email attached Date: 10-13-23  
Risk Manager or designee: \_\_\_\_\_ Lydia Garcia

**County Attorney Review**

Approved as written: see email attached Date: 10-13-23  
County Attorney: \_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Odessa Cooper-Pool  
**Sent:** Friday, October 13, 2023 8:48 AM  
**To:** DeRita Mason; Lynn Hoshihara  
**Cc:** Kerry Parsons; Jack Allen; Amber Hammonds  
**Subject:** RE: Siemens C19-2754-AP  
**Attachments:** 2nd amendment to C19-2754-AP.docx

Hello DeRita,

The 2<sup>nd</sup> amendment for Siemens has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

### **Odessa Cooper-Pool**

Public Records & Contracts Specialist | Risk Management  
Okaloosa County BCC  
302 N. Wilson Street, Crestview, FL 32536  
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— Paulo Coelho, *The Alchemist*

**Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

---

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Friday, October 13, 2023 8:42 AM  
**To:** Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Kerry Parsons <kparsons@ngn-tally.com>; Jack Allen <jallen@myokaloosa.com>; Amber Hammonds <ahammonds@myokaloosa.com>  
**Subject:** RE: Siemens C19-2754-AP

Odessa,  
See updated.

DeRita Mason

## DeRita Mason

---

**From:** Lynn Hoshihara  
**Sent:** Friday, October 13, 2023 2:44 PM  
**To:** DeRita Mason  
**Cc:** Kerry Parsons; Amber Hammonds  
**Subject:** Re: Siemens C19-2754-AP

This is approved.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

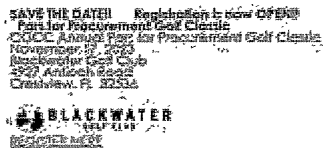
Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

---

**From:** DeRita Mason  
**Sent:** Friday, October 13, 2023 3:42:02 PM  
**To:** Lynn Hoshihara  
**Cc:** Kerry Parsons; Amber Hammonds  
**Subject:** RE: Siemens C19-2754-AP

See updated attached.  
It is the 1<sup>st</sup> amendment and second renewal.

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP  
Purchasing Manager  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
Office: (850) 689-5960 Ext. 6966  
Cell: (850) 826-8010  
[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."