

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/08/2023

Contract/Lease Control #: C19-2841-AP

Procurement#: NA

Contract/Lease Type: CONTRACT - AGREEMENT

Award To/Lessee: OKALOOSA COUNTY SHERIFF'S OFFICE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2023

Expiration Date: 09/30/2024

Description of: SECURITY, LAW ENFORCEMENT AND AIRPORT OPERATIONS

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: [TSTAGE@MYOKALOOSA.COM](mailto:TSTAGE@MYOKALOOSA.COM)

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

CC: BCC RECORDS



## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** November 7, 2023  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Tracy Stage  
**SUBJECT:** Okaloosa County Sheriff's Office - Airports Security Unit FY24 Contract  
Renewal and Amendment  
**DEPARTMENT:** Airport  
**BCC DISTRICT:** 1, 2 & 5

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**STATEMENT OF ISSUE:** The Airports Department requests the Board of County Commissioners approve the Okaloosa County Sheriff's Office (OCSO) Agreement for security, law enforcement, and communications services at the Okaloosa County Airports.

**BACKGROUND:** The Okaloosa County Sheriff's Office entered into an agreement with Okaloosa County in 2017 to assume all law enforcement responsibilities at the three Okaloosa County Airports. Both OCSO and the Airports Department desire to renew this agreement for an additional year. Amendments include inclusion of the current year budget (Attachment D) and updates to required insurance language (Attachment E). The renewal of the agreement will be retroactive to October 1, 2023.

Approved coordination is attached.


**FUNDING SOURCE, (If Applicable):**

Department #4298  
Account #591086  
Amount \$3,268,227

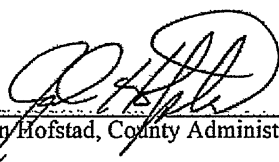
**OPTIONS:** Approve, Reject or Table

**RECOMMENDATIONS:** Approval of the Renewal and Amendment of the Agreement with the Okaloosa County Sheriff's Office, as described above, retroactive to October 1, 2023.

**RECOMMENDED BY:**

  
Tracy Stage, Airport Director 10/31/2023

**APPROVED BY:**

  
John Hofstad, County Administrator 11/1/2023

**RENEWAL AND AMENDMENT FOUR TO ~~AGREEMENT FOR SECURITY, LAW~~  
ENFORCEMENT AND AIRPORT OPERATIONS CENTER SERVICES AT OKALOOSA  
COUNTY AIRPORTS  
C19-2841-AP**

This Renewal and Amendment Four to the Agreement for Security, Law Enforcement and Airport Operations Center Services ("Agreement") entered into by Okaloosa County ("County") and the Sheriff of Okaloosa County ("Sheriff"), is made and entered into this 1<sup>st</sup> day of October, 2023.

**WHEREAS**, the parties entered into the Agreement on October 1, 2019, which is set to expire on September 30, 2023; and

**WHEREAS**, the parties wish to renew and amend the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the sufficiency of which is acknowledged by all, the executing parties agree to the following:

**I. RENEWAL**

The Agreement is hereby renewed for an additional year commencing October 1, 2023, through September 30, 2024.

**II. AMENDMENT TO THE AGREEMENT**

The Agreement is hereby amended as follows:

1. Attachment "D" titled "Airport Reimbursement for FY 22-23", is deleted and replaced with the attached Attachment "D" and will be re-titled to "Airport Reimbursement for FY 23-24".
2. Attachment "E" titled "General Insurance Requirements", is deleted and replaced with the attached Attachment "E" of the same name.
3. All other provisions of the Agreement, as subsequently amended, shall remain in full force and effect through the renewal term.

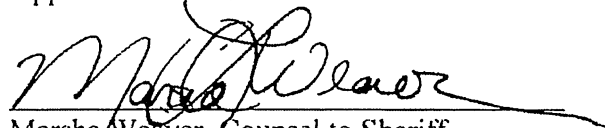
**IN WITNESS WHEREOF**, the Parties have set their hands and seals hereto on the dates indicated below:

SHERIFF OF OKALOOSA COUNTY

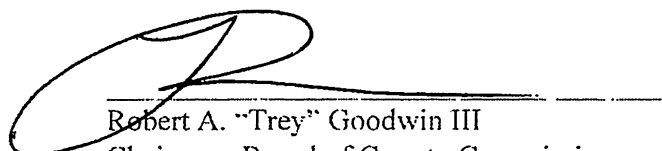
  
Eric Aden, Sheriff

8/31/23  
Date Signed

Approved as to Form:

  
Marsha Weaver, Counsel to Sheriff

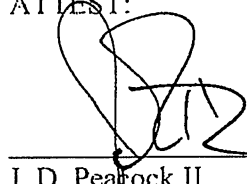
OKALOOSA COUNTY BOARD OF  
COUNTY COMMISSIONERS

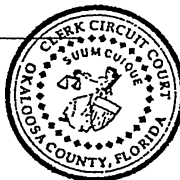
  
Robert A. "Trey" Goodwin III  
Chairman, Board of County Commissioners



11/7/23  
Date Signed

ATTEST:

  
J. D. Pearlock II  
Clerk of the Court



Approved as to Form:

  
Lynn Hoshihara, County Attorney

**ATTACHMENT "D"**  
**REIMBURSEMENT FOR FY 23-24**

**Airport Security FY 2024 Cost Worksheet**

	FY 2023 Approved FTE = 26	FY 2024 Estimated FTE = 26
<b>Personnel Expenses</b>		
Regular Payroll	\$ 1,479,597	\$ 1,596,406
Social Security	113,189	122,125
Retirement	359,694	455,994
Workers Compensation	58,442	63,518
Insurance	297,361	353,279
<b>Total Personnel</b>	<b>\$ 2,308,284</b>	<b>\$ 2,591,322</b>
<b>Operational Expenses</b>		
Professional Liability	\$ 22,632	\$ 22,632
Automobile Liability	12,153	13,314
Automobile Collision	4,112	6,209
Auto Repair and Maintenance	11,700	11,700
Tires	10,773	10,773
Fuel	66,786	63,111
Less Off-Duty Use*	(4,320)	(4,320)
Uniforms & Duty Gear	24,939	27,222
Equipment Credit	-	-
K-9 Maintenance	4,440	4,880
Computers	2,588	2,875
Software Licenses	9,234	33,440
MIFI/Cell Service	16,200	16,200
Cameras	34,649	34,649
Portable Radios	2,554	2,554
Support Allocation	298,064	298,064
<b>Total Operational</b>	<b>\$ 516,503</b>	<b>\$ 543,303</b>
<b>Capital Expense</b>		
Vehicles	\$ 124,633	\$ 133,602
K-9	-	-
<b>Total Capital</b>	<b>\$ 124,633</b>	<b>\$ 133,602</b>
<b>TOTAL CONTRACT</b>	<b>\$ 2,949,419</b>	<b>\$ 3,268,227</b>
	<b>\$ 296,501</b>	<b>\$ 318,808</b>
	<b>11.2%</b>	<b>10.8%</b>

\* "Less Off-Duty Use" represents a credit against Fuel for mileage of five miles per vehicle to mitigate deputies using a Sheriff's vehicle and gas for off-duty details.

**ATTACHMENT E:**  
**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	\$500,000 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.

#### **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: <u>C19-2841-AP</u>	Tracking Number: <u>4911-23</u>
Procurement/Contractor/Lessee Name: <u>OCSO</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Renewal/ Amendment #4</u>	
Date/Term: <u>9-30-24</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$100,000
Department #: <u>4298</u>	2. <input type="checkbox"/> GREATER THAN \$50,000
Account #: <u>591086</u>	3. <input type="checkbox"/> \$50,000 OR LESS
Amount: <u>\$3,268,227</u>	
Department: <u>Ampert</u>	Dept. Monitor Name: <u>Stacy</u>

<i>Purchasing Review</i>	
Procurement or Contract/Lease requirements are met: <u>[Signature]</u>	Date: <u>8-3-23</u>
Purchasing Manager or designee: _____	DeRita Mason, Erin Poole, Amber Hammonds

<i>2CFR Compliance Review (if required)</i>	
Approved as written: <u>no Federal LRA</u>	Grant Name: _____
Grants Coordinator: _____	Date: _____
Suzanne Ulloa	

<i>Risk Management Review</i>	
Approved as written: <u>see email attached</u>	Date: <u>8/6/23</u>
Risk Manager or designee: _____	Lydia Garcia

<i>County Attorney Review</i>	
Approved as written: <u>See Email attached</u>	Date: <u>8/21/2023</u>
County Attorney: <u>Lynn Hoshihara</u>	Kerry Parsons or Designee

<i>Department Funding Review</i>	
Approved as written: _____	Date: _____

<i>IT Review (if applicable)</i>	
Approved as written: _____	Date: _____



## DeRita Mason

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**From:** Odessa Cooper-Pool  
**Sent:** Tuesday, August 15, 2023 1:12 PM  
**To:** Allyson Oury; DeRita Mason  
**Cc:** Jacqueline Matichuk  
**Subject:** RE: Outstanding Coordination  
**Attachments:** OCSO ASU Renewal Amendment 4.docx

Hello Allyson,

The attached amendment 4 for C19-2841-AP has been reviewed and is approved by Risk Management for insurance purposes.

*Thank you,*

*Odessa Cooper-Pool*  
*Public Records & Contracts Specialist*  
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.

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**From:** Allyson Oury <aoury@myokaloosa.com>  
**Sent:** Tuesday, August 15, 2023 12:10 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>  
**Cc:** Jacqueline Matichuk <jmatichuk@myokaloosa.com>  
**Subject:** RE: Outstanding Coordination

Updated attached. Thanks!

Allyson Oury, CPA  
Airports Chief Financial Officer  
Okaloosa County

## Amber Hammonds

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**From:** Lynn Hoshihara  
**Sent:** Monday, August 21, 2023 1:03 PM  
**To:** DeRita Mason; Kerry Parsons  
**Cc:** Amber Hammonds  
**Subject:** Re: C19-2841-AP Amendment Coordination

The year in the introductory paragraph should be changed from "2022" to "2023" and the Chairman's signature line needs to be revised to "Robert A. "Trey" Goodwin, III." With those changes, this is approved.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** DeRita Mason  
**Sent:** Monday, August 21, 2023 1:54:24 PM  
**To:** Lynn Hoshihara; Kerry Parsons  
**Cc:** Amber Hammonds  
**Subject:** Fwd: C19-2841-AP Amendment Coordination

Good afternoon,

The department is inquiring about the status of this review.  
Thank you.  
Sent from my iPhone

Begin forwarded message:

**From:** Amber Hammonds <ahammonds@myokaloosa.com>  
**Date:** August 21, 2023 at 1:44:07 PM EDT  
**To:** Allyson Oury <aoury@myokaloosa.com>, CeCelia VandenBroeck <cvandenbroeck@myokaloosa.com>  
**Cc:** DeRita Mason <dmason@myokaloosa.com>  
**Subject:** RE: C19-2841-AP Amendment Coordination

Good afternoon –

DeRita is available through email.  
I will text her to ask her to let her know to check her email.

Thank you,  
**Amber Hammonds**  
Contracts & Lease Coordinator

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970  
Email: [ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)



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**From:** Allyson Oury <aoury@myokaloosa.com>  
**Sent:** Monday, August 21, 2023 12:42 PM  
**To:** CeCelia VandenBroeck <cvandenbroeck@myokaloosa.com>; Amber Hammonds <ahammonds@myokaloosa.com>  
**Subject:** C19-2841-AP Amendment Coordination

Ladies,

I know DeRita is out this week. On Thursday, she was going to send a reminder to legal regarding the coordination for this item. Do you have an update? I really need to get it over to the Sheriff's attorney for review but I don't want to send until I know our legal doesn't have any changes.

Thank you,

Allyson Oury, CPA, ACE  
Airports Chief Financial Officer  
Okaloosa County  
(850) 651-7160 Option 4  
<http://www.flyvps.com>



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