

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/05/2021

Contract/Lease Control #: C21-3077-PW

Procurement#: PIGGYBACK

Contract/Lease Type: AGREEMENT

Award To/Lessee: MISSION CRITICAL PARTNERS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/04/2021

Expiration Date: UPON COMPLETION OF PROJECT

Description of: OVERSEE/ADMINISTER CONSTRUCTION OF RADIO SYSTEM

Department: SO

Department Monitor: KIMBLE

Monitor's Telephone #: 850-651-7410

Monitor's FAX # or E-mail: RKIMBLE@SHERIFF-OKALOOSA.ORG

Closed:

Cc: BCC RECORDS



MISSCHI-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rupp & Flore Insurance Management, Inc. 504 Pittsburgh St Mars, PA 16046	CONTACT NAME: PHONE (A/C, No, Ext): (724) 625-4600		FAX (A/C, No): (724) 625-4680
	E-MAIL ADDRESS: info@ruppflore.com		
INSURED Mission Critical Partners, LLC 690 Gray's Woods Blvd Port Matilda, PA 16870	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Insurance Co		
	INSURER B: LLOYD'S OF LONDON		
	INSURER C: Travelers Insurance Company		25666
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EPP0604769	2/16/2021	2/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0604769	2/16/2021	2/16/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0604769	2/16/2021	2/16/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			EWC0604770	2/16/2021	2/16/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional/Cyber			MPL4047321.21	2/16/2021	2/16/2022	Aggregate \$ 5,000,000
C	Directors & Officers			0107048442	2/16/2021	2/16/2022	Retention \$25,000 \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required). Additional insured status is in effect as long as a written contract is in place. A waiver of subrogation is written in favor of the holder as long as a written contract is in place. 30 Day Notice of Cancellation applies.

CONTRACT#: C21-3077-SO
MISSION CRITICAL PARTNERS, LLC
OVERSEE/ADMINISTER CONSTRUCTION OF RADIO SYSTEM
EXPIRES: UPON COMPLETION OF PROJECT

CERTIFICATE HOLDER

Okaloosa County BCC
5479A Old Bethel Rd
Crestview, FL 32536

CAN

SHO
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
M. S. R.

CONTRACT#: C21-3077-SO
MISSION CRITICAL PARTNERS, LLC
OVERSEE/ADMINISTER CONSTRUCTION
OF RADIO SYSTEM
EXPIRES: UPON COMPLETION OF PROJECT



CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

OKALOOSA COUNTY, FLORIDA

AND

MISSION CRITICAL PARTNERS, LLC

THIS AGREEMENT made as of the date written below by and between Okaloosa County, Florida, a political subdivision of the State of Florida hereinafter referred to as COUNTY, doing business at 1250 N. Eglin Parkway, Suite 102, Shalimar, FL 32579, and Mission Critical Partners, LLC, a Delaware limited liability company, hereinafter referred to as "PROVIDER", both hereinafter also referred to individually and collectively as "Party" or "Parties."

RECITALS

Whereas, the COUNTY desires to engage PROVIDER to provide implementation project management and engineering services; and

Whereas, PROVIDER represents and acknowledges that they are fully qualified and capable of performing the services called for in this Agreement, and they are willing to perform these services; and

NOW, THEREFORE, COUNTY AND PROVIDER, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

SECTION ONE—GENERAL

1.1. Definitions.

Agreement or Contract. Agreement or contract means this Agreement between COUNTY and PROVIDER for professional services, including those schedules included in this Agreement. To the extent there are any conflicts between this Agreement and any schedules the provisions of this Agreement shall control.

Services. Services shall mean all services, work, deliverables, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement as set forth in Schedule A.



Additional Services. Additional services are those services not set forth in Schedule A of this Agreement.

Deliverables. Deliverables are those items of work product that are to be delivered to COUNTY as listed in Schedule A of this Agreement.

Direct Expenses. Expenses specifically incurred as the result of providing Services (e.g. travel and per diem costs, materials used).

1.2. Purpose.

The purpose(s) of this Agreement is to obtain consulting and engineering services to assist with the implementation phase project management to upgrade and replace the existing conventional public safety radio system. The scope of service is as defined in Schedule A attached hereto and by this reference made a part hereof. Specifically the PROVIDER agrees to assist the COUNTY in fully implementing Okaloosa County Contract: # C21-3070-BCC for a new 800MHz P25, Phase II Emergency Radio System with Williams Communications, Inc.

SECTION TWO—OBLIGATIONS OF THE PROVIDER AND COUNTY

2.1. Provider Responsibilities.

PROVIDER shall have and perform the following duties, obligations and responsibilities to the COUNTY as outlined in Schedule A.

- a. PROVIDER shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice, and in accordance with laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the Services to be provided and/or performed by the PROVIDER.
- b. PROVIDER shall maintain all necessary licenses, permits or other authorizations necessary to perform the Services of this Agreement until the duties hereunder have been fully satisfied.
- c. PROVIDER shall prepare all Deliverables required by this Agreement including, but not limited to, all specifications and reports, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations.



2.2. COUNTY Responsibilities.

COUNTY shall have and perform the following duties, obligations, and responsibilities to PROVIDER:

- a. Provide access to information, sites, personnel, agencies and other sources necessary for PROVIDER to complete the Services.
- b. Designate in writing a person to act as COUNTY's representative with respect to the Services to be performed or furnished by PROVIDER under this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define COUNTY's policies and decisions with respect to the Services. Designated person is Steve Ouradnik, LMR Administrator, Okaloosa County Sheriff's Office.
- c. COUNTY shall be responsible for, and PROVIDER may rely upon, the accuracy and completeness of all reports, data, and other information furnished by the COUNTY to carry out the Services provided under this Agreement.
- d. Should any agency charge PROVIDER a fee for any required information or data, COUNTY will reimburse PROVIDER for the cost of any fees incurred.
- e. COUNTY agrees to provide significant assistance and primarily lead the following tasks for 1.6, 1.7, 1.11, and 1.12 within Schedule A, with coaching and advisement of PROVIDER.

SECTION THREE—BASIC SERVICES

3.1. Basic Services.

The COUNTY will pay PROVIDER for the Services listed in COUNTY Schedule A.

SECTION FOUR—ADDITIONAL SERVICES

4.1. Additional Services.

Should the COUNTY request PROVIDER provide and perform professional services under this Agreement not set forth in Schedule A, PROVIDER agrees to provide and perform those Additional Services as may be agreed to in writing by both parties to the Agreement.

4.1.1 Additional Services shall be administered and executed as Change Orders or Supplemental Task Authorizations under this Agreement. PROVIDER shall not provide or perform, nor shall COUNTY incur or accept any obligation to compensate PROVIDER for any Additional Services, unless a written Change Order or Supplemental Task Authorization shall be executed by the Parties.



4.1.2 Each such Change Order or Supplemental Task Authorization shall set forth a description of (1) the scope of the Additional Services requested; (2) the basis and a not to exceed amount of compensation billed at the hourly rates in Schedule B; and (3) the period of time and/or schedule for performing and completing the Additional Services.

SECTION FIVE—TIME OF PERFORMANCE

5.1. Commencement of Work. Upon execution of this Agreement by the COUNTY, the PROVIDER shall commence work by attending a project kickoff meeting at a mutually acceptable date following contract approval.

5.2. Time of Performance. The PROVIDER agrees to complete the Services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the Services set forth and described in Schedule A of this Agreement.

5.3. Timeline. If Schedule A does not set forth a timeline for the completion of the Services, the Parties mutually agree to develop a schedule that will be made part of this Agreement by amendment signed by both parties. It is expected that both parties will carry out their respective responsibilities diligently and expeditiously so as not to delay each other in completing the mutually agreeable schedule. The project is scheduled to take approximately 22 months beginning in May 2021, however the Parties agree to a project run/timeline expectation of 28 months. The Parties realize that Schedule A is more task based versus timeline based and that various regulatory approvals/project delays, hurricane delays, or other causes of delay listed under 5.4 below could create a tolling of time where a minimal amount of task work is actually being done and where the actual tasks are not materially affected.

If there are changes in the overall time period or increases in the tasks assigned, not including normal project variations of site relocations, or there is a change to the scope, extent or character of the Services, PROVIDER shall declare in writing its intent to request an equitable adjustment for any increase in cost or fee and disclose in writing the extent of the increase prior to beginning the work or service.

5.4. Excusable Delays. PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of PROVIDER, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to, acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon PROVIDER's request, the COUNTY shall consider the facts and extent of any failure to perform the work, and if the failure to perform of PROVIDER was without it or its subcontractors' fault or negligence, the contract schedule and/or any other affected provision of this Agreement shall be revised accordingly.



SECTION SIX—COMPENSATION

6.1. For and in consideration of the Services described in Schedule A of this Agreement, COUNTY agrees to pay PROVIDER a **not-to-exceed sum of \$300,000, including expenses.** Services will be performed at the agreed upon discounted hourly rates as listed in Schedule B, Houston Galveston Area Council (H-GAC) Purchase Contract #HP10-17.

6.2. Direct Expenses/Travel Expenses. Travel to Okaloosa County or otherwise on behalf of the project shall generally be coordinated with the COUNTY's Designated person to ensure unnecessary travel is minimized when virtual meeting will adequately meet the need. The PROVIDER has an obligation to seek to plan and procure such travel/direct expenses wisely to avoid unnecessary costs to the COUNTY. Such expense shall be in accordance with federal per diem rates.

6.3. Payment Provisions.

6.3.1. Invoices. At the close of each month during this Agreement, PROVIDER shall submit to COUNTY, a properly executed invoice showing Services rendered hereunder for the closed month. Each statement shall include the title/position of personnel performing the Services, with hourly rates for those personnel by date of service, and the total amount billed for Services and expenses. Travel and any other direct expenses shall be detailed separately per individual, per expense, with any necessary backup documentation, in sufficient and clear detail to understand and validate expenses. COUNTY shall review such statement and, if approved, shall pay it within 45 days of receipt and approval thereof. Invoices shall be mailed to:

COUNTY Name: Okaloosa County
C/O Mr. Jeffery Hyde, Purchasing Manager
Address: 5479A Old Bethel Road
City, State, Zip: Crestview, Florida 32536
Email Address: jhyde@myokaloosa.com

6.3.2. Unpaid invoices. If COUNTY fails to make payment due to PROVIDER for approved Services and expenses within forty-five days after receipt and approval of the invoice, the amounts due to PROVIDER shall be increased at the rate of 1% per month from said due date. In addition, PROVIDER may suspend Services under this Agreement until PROVIDER has been paid in full for all amounts due. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.



SECTION SEVEN—GENERAL CONSIDERATIONS

7.1. Direction and Control. PROVIDER agrees that PROVIDER will perform the Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the COUNTY. The parties agree that PROVIDER is not entitled to any benefits or rights enjoyed by employees of the COUNTY. PROVIDER specifically has the right to direct and control PROVIDER's own activities in providing the agreed upon Services in accordance with the specifications set out in this Agreement. The COUNTY shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures. Similarly, the PROVIDER shall not serve as Agent for the COUNTY, nor shall they have any authority to contractually obligate, bind or otherwise provide approvals with regard to the contract with Williams Communications for construction of the System.

7.2. Ownership. All Deliverables, reports, plans, specifications, data and documents produced in the performance of the Services shall be the property of the COUNTY.

7.3. Successors and Assigns. The COUNTY and PROVIDER each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement.

7.4. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7.5. Compliance and Standards. PROVIDER agrees to perform the Services hereunder in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the Services performed hereunder. PROVIDER shall not access any information which they are not authorized to receive, and under no circumstances shall PROVIDER at any time, during the term of this Agreement or thereafter, release or divulge any confidential material, information or documents received during the performance of the Services hereunder without express written consent of COUNTY, nor shall PROVIDER copy, recreate or use any such confidential information or documents other than for the performance of this Agreement. PROVIDER shall not divulge or otherwise make use of trade secrets or other confidential information, procedures or policies under this Agreement. Neither shall PROVIDER copy, recreate or use any proprietary information of any third party in the performance of this Agreement except to the extent authorized by such third parties.

7.6. Conflict of Interest. PROVIDER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or Services required hereunder.

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7.7. Termination for Cause. Either Party may unilaterally terminate this Agreement for any of the following reasons, so long as the terminating Party has notified the other Party of its intent to terminate, the reason for such termination, and allowed the other Party no less than 30 days prior to the effective termination date in which to cure the stated reasons:

- a. Actual failure of the other Party to fulfill its obligations hereunder;
- b. Anticipated failure of the other Party to fulfill its obligations hereunder, or anticipated inability of the other Party to perform the work, due to: (1) inadequate financial capability or (ii) loss or material degradation of corporate capabilities which are essential to the other program requirements, including without limitation loss or unavailability of the other Party's key employees;
- c. The insolvency of the other Party or the filing by or against the other Party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other Party, a composition with or assignment for the benefit of creditors, a readjustment of debt, or the dissolution or liquidation of the other Party.

Upon termination of this Agreement, COUNTY shall pay PROVIDER for services rendered and expenses incurred hereunder which have not been previously paid or disputed by COUNTY for the period up to the date of termination.

7.7.1 Termination for Convenience. Any Party may terminate this Agreement for convenience, so long as the terminating Party has notified the other Parties of its intent to terminate no less than 120 days prior to the effective termination date.

7.8. Notices. All notices required in this Agreement shall be in writing and shall be sent by certified mail (return receipt requested), hand delivered, or sent by courier service requiring signed acceptance.

If to COUNTY:

Okaloosa County
Attn: Deputy County Administrator (Operations)
1250 N. Eglin Parkway, Suite 102
Shalimar, FL 32569

With additional copies to County Attorney
Attn: Lynn Hoshihara, County Attorney
1500 Mahan Drive, Suite 200
Tallahassee, FL



Okaloosa County Sheriff's Office
Attn: Capt. Ron Kimble
50 2nd Street
Shalimar, FL 32569

If to PROVIDER:

Darrin J. Reilly, President and Chief Executive Officer
Mission Critical Partners, LLC
690 Gray's Woods Boulevard
Port Matilda, PA 16870

7.9. Confidentiality. COUNTY and PROVIDER agree other shall not disclose, transfer, sell or otherwise release confidential information gained by reason of performance under this Agreement to any party. Such information shall be used solely for the purposes necessary to meet the requirements under this Agreement.

7.10. Non-assignment. PROVIDER shall not subcontract or assign any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the COUNTY.

7.11. Governing Laws and Venue. 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. BY ENTERING INTO THIS AGREEMENT, PROVIDER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

7.12. Signatory. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of COUNTY or PROVIDER, as the case may be, and that upon execution of this Agreement, it shall constitute a binding obligation of the COUNTY and PROVIDER.

7.13. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

7.14. Severability. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.



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7.15. Non-waiver. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

7.16. Attachments. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

7.17. Amendments. The parties may amend this Agreement only by mutual written agreement of the parties.

7.18. Captions and Section Headings. Captions and section headings included in this Agreement are intended for convenience only and shall not be used to construe, explain or modify this Agreement in any manner whatsoever.

7.19. Audit. COUNTY and/or its designee shall have the right from time to time, at its sole expense, to audit the compliance by PROVIDER with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

7.20. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior written or oral agreements, understandings or representations. No change, modification, alteration or addition to the terms and conditions of this Agreement shall be binding unless in writing and signed by authorized representatives of both Parties.

7.21. Nondiscrimination. PROVIDER warrants and represents that all of its employees are treated **equally** during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

7.22. Affirmative Action and Equal Opportunity Employer. PROVIDER is an Affirmative Action Employer and an Equal Opportunity Employer of Protected Veterans.
EOE/AA - Minorities/Females/Disabled/Veterans

The Contractor or Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

7.23. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying



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party's negligent performance under this Agreement. COUNTY's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

7.24. Nonsolicitation of Employees. During and for one (1) year after the term of this Agreement, COUNTY will not solicit the employment of, or employ the PROVIDER's personnel, without the PROVIDER's prior written consent.

7.25. Dispute Resolution. The Parties agree that if a dispute arises between the Parties in connection with this Agreement, the Parties shall first attempt to amicably and satisfactorily settle the dispute between the Parties. In the event the dispute remains unsettled, either Party may seek any and all legally available remedies.

7.26. Proprietary Information. The Parties anticipate that performance of this Agreement may require them to disclose to each other information of a proprietary nature. Therefore, as an integral part of this transaction, the Parties agree to the following:

- a. The Party providing the Proprietary information shall be required to declare the Proprietary information prior to transfer to other Party and to label it accordingly.
- b. Proprietary information, as defined under Florida Statutes, disclosed by either Party may only be used by the other Party in performing its obligations under this Agreement.
- c. All Proprietary information shall be ultimately governed in compliance with Florida and Federal law.
- d. This Agreement shall not be considered confidential and proprietary, and any Party may disclose its contents without the prior written consent of other Party.

7.27. General Announcement. Notwithstanding any other provision of this Agreement, the Parties agree that PROVIDER may issue a press release or similar public announcement related to the overall Purpose of this Agreement upon approval of COUNTY.

7.28. Insurance. The PROVIDER shall obtain and maintain adequate insurance, including professional liability insurance and any other insurance in accordance with Schedule C and will promptly furnish COUNTY with certificates of insurance showing such coverage and naming COUNTY as an additional insured for the duration of this Agreement.

7.29. Acceptance. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the Parties in the space below.



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7.30. Public Record. Any record created by either party in accordance with this Agreement shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. PROVIDER must comply with the public records laws, Florida Statute chapter 119, specifically PROVIDER 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 PROVIDER 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 PROVIDER or keep and maintain public records required by the COUNTY to perform the service. If the PROVIDER transfers all public records to the COUNTY upon completion of the contract, the PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROVIDER keeps and maintains public records upon completion of the contract, the PROVIDER shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the COUNTY, upon the request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

7.31. Civil Rights. The PROVIDER 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 PROVIDER and subcontractors from the formal quote 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.



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

- a. **Compliance with Regulations:** The PROVIDER 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 Schedule "E".
- b. **Nondiscrimination:** The PROVIDER, 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 PROVIDER 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 PROVIDER 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 PROVIDER of the PROVIDER'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 PROVIDER 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 PROVIDER 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 PROVIDER'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:
 - i. Withholding payments to the PROVIDER under the Agreement until the PROVIDER complies; and/or
 - ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.



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f. Incorporation of Provisions: The PROVIDER will include the provisions of paragraphs a through f of this Section 7.32 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The PROVIDER 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 PROVIDER becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PROVIDER may request the COUNTY to enter into any litigation to protect the interests of the COUNTY. In addition, the PROVIDER may request the United States to enter into the litigation to protect the interests of the United States.

7.33. Third Party Beneficiaries. It is specifically agreed between the Parties 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.

7.34. Taxes and Assessments. PROVIDER 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. PROVIDER 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 PROVIDER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the PROVIDER authorized to use the COUNTY's tax exemption number in securing such materials. The PROVIDER shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

7.35. 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.



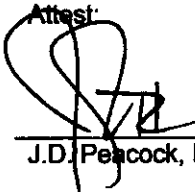
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Any contract entered into or renewed after July 1, 2018 shall be terminated at the COUNTY's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. PROVIDERS must submit the certification that is attached to this agreement as Schedule "D". Submitting a false certification shall be deemed a material breach of contract. The COUNTY shall provide notice, in writing, to the PROVIDER of the COUNTY's determination concerning the false certification. The PROVIDER shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the PROVIDER 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 Agreement and seek civil remedies pursuant to Florida Statutes Section 215.4725.

*****SIGNATURE PAGE TO FOLLOW*****

M
MissionCriticalPartners

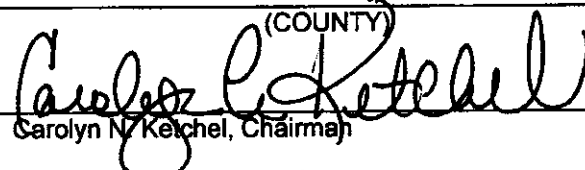
IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year below written.

Attest:


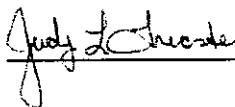
J.D. Peacock, II, Clerk



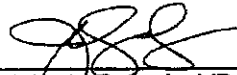
Okaloosa County, Florida

(COUNTY)
By: 
Carolyn N. Ketchel, Chairmah
Date: MAY 04 2021



Witness:


Mission Critical Partners, LLC

(PROVIDER)
By: 
John L. Speary, VP & Director of Administrative Services
Date: 4/27/2021



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SCHEDULE A—SCOPE OF WORK

Implementation Project Management and Engineering

This effort will include project management, construction management, engineering, and vendor oversight related tasks to ensure the timely and effective implementation of the system.

MCP provides support throughout the implementation of the system by acting as the County's PM working with and coordinating as appropriate; vendors, contractors, stakeholders, site owners and other entities that may be involved in the installation of the system.

MCP will support weekly project status meetings conducted via conference call, and a monthly onsite status meeting throughout the duration of the project.

Task 1.1: Implementation Kickoff Meeting

MCP will facilitate a kickoff meeting with the vendor, County personnel and other individuals associated with the project and implementation. Our team will review the installation schedule as contracted by the vendor and establish a communications plan with the vendor and subcontractors.

Task 1.2: Site Reviews and Documentation

MCP will review each selected site in the final system design. MCP will work with County and vendor staff to help expedite any construction, upfit, or renovations required to accommodate the new system and effect orderly migration.

Task 1.3: Final Site Acquisition, Construction and Permitting Support

In the event new radio sites are required to be developed or constructed as part of the implementation of the new system, MCP will support these efforts.

MCP will support the County and coordinate with the selected vendor in finalizing agreements or acquisition activities, design and construction of new tower/shelter or other civil work for each site. MCP will ensure that any finalized selection of tower sites and parameters are included in the final system frequency plan.

Task 1.4: Conduct Comprehensive Design Review(s)

MCP will schedule and conduct a comprehensive design review (CDR) with the selected vendor. During the review, the vendor provides the details of their system design, project schedules, responsibilities of each party, possible design changes, options available for consideration, and any cost reductions or impacts. During this process the final design, capabilities, features and options to be delivered are agreed upon and finalized. Factory orders are developed at this point.



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Task 1.5: System Staging and Factory Acceptance Testing

Following the CDR, the factory orders are placed; the equipment is manufactured and assembled at the vendor's factory in its final operational configuration, exactly as it will be installed in the field. Each vendor will provide a factory acceptance test plan to MCP and the County, which MCP and the County team will review, validate and accept prior to any factory testing being conducted.

MCP and the County project team will travel to the radio system vendor's staging facility to witness the testing and validate proper operation of the purchased system, features and options. Any defects will be corrected and the tests rerun. Upon satisfactory completion of the factory acceptance testing, the systems will be approved for shipping for field installation.

Task 1.6: Subscriber Migration

Based upon our current knowledge of the County's subscriber radio fleet, to ensure the capability of P25 Phase 2 operations for all users, a large-scale replacement of radios will be required. MCP will work with the vendor and the user agencies who must replace radios to introduce the portable and mobile radios that will be provided, features, options, and accessories. MCP will be available to help the vendor introduce the new radios and accessories to the agencies.

Task 1.7: Fleetmapping and Template Creation and Testing

Utilizing the information gathered during the needs assessment phase of the project, MCP will assist the County's project team by collaborating with the vendor as they create the system fleetmap to accommodate the expressed needs for talk groups and the operational characteristics of the talk groups, creating a functional and easily expandable fleetmap. MCP will review vendor coordination efforts with regional planners to implement any approved regional identification (ID) schemes in the new system, maintaining compliance with the regional plans.

MCP will work with the County and their selected vendor as portable and mobile radio templates and master code plugs are developed, to ensure that they provide the level of functionality expressed as necessary by the system users.

Task 1.8: System Installation and Implementation Management and Oversight

MCP will act as the County's PM and representative to oversee the implementation, testing and acceptance of the communications system as it is installed in the field. Responsibilities of the MCP team will include:

- Project management support services
- Conduct system design reviews with vendor
- Manufacturer's system staging and factory acceptance testing, oversight and validation
- Schedule coordination, installation and integration oversight between vendor, County and site owners
- Construction management inspection for adherence to industry standards



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- Review vendor documentation and milestone revenue recognition requests and invoicing
- Evaluation of demarcation points for any discrepancies between vendors and system elements
- Fleetmapping and subscriber template development review
- Technical oversight and method validation during system operational testing
- Oversight, validation, and participation in coverage acceptance testing
- Final punch list development review and open item resolution coordination
- Recommend system acceptance
- Update elected officials and County management as needed
- Participate in regular project progress meetings and conference calls with County staff, vendors and contractors
- Review change order requests including justification for additional costs based on contract scope, and cost appropriateness for the scope proposed

A regular cadence of project status meetings will be established with both internal MCP/County and vendor meetings scheduled as required to monitor progress and to address issues. On average these meetings will be held twice a month, with some variation aligned to specific needs of the project as the implementation progresses. Meetings will be both on-site and via teleconference as appropriate to align with implementation activities.

Task 1.9: Functional Acceptance Testing

Functional acceptance testing is the process of conducting a series of tests to ensure proper radio system functional performance. The tests verify that the network is configured, communicating and operating correctly. MCP will review the functional acceptance test plan as provided by the radio system vendor and verify that the test procedure is comprehensive and adequately verifies proper system performance. MCP will oversee the completion of the testing to verify all tests are performed correctly and documented accurately. The tests replicate the testing performed in the factory and add the end-to-end testing of the system connectivity and connectivity network under field and operational conditions.

Task 1.10: Coverage Acceptance Test Plan

System coverage acceptance test plan (CATP) is contractually required of radio system vendors to verify that the system meets coverage levels contractually committed to by the system vendor. The tests typically involve a combination of automated bit error rate (BER) testing and subjective delivered audio quality (DAQ) testing. MCP will review the testing methodology and setup and review the results to verify the vendor has either met or not met contractual obligations for coverage.

As an extra cost option, MCP will provide testing personnel to supplement and coordinate with County staff who participate in the testing process to include (if desired) provision of personnel that will participate in each coverage testing drive team throughout the duration of the test.



Task 1.11: System Acceptance Punch List

Upon the completion of the system installation, MCP will review vendor performance to verify the vendor(s) has met all contractual obligations and installed equipment consistent with the request for proposal (RFP) specifications and industry standards. MCP will utilize a comprehensive industry standard checklist for each radio site to verify proper installation and grounding practices. Upon the successful completion of functional testing, coverage testing, and the system acceptance punch list, MCP will make a recommendation to the County to either accept the system or require additional changes and deficiency corrections before the system will be accepted.

Task 1.12: Training Delivery Coordination and Review

A change in technology, user equipment and management systems will require retraining of selected user community staff to provide the skills and knowledge to properly operate, manage and maintain the system. MCP will validate the vendor offered courses as appropriate for the students.

Task 1.13: Radio System Cutover Planning and Cutover

Upon the successful completion of testing, cutover planning must be performed to transition users from the existing system to the new system. MCP will review the cutover plan defined by the system vendor and ensure that the cutover plan will not introduce significant risks to the County's communications during the transition. MCP will provide oversight of the radio system vendor during the cutover to ensure a smooth and effective transition between systems. In a system of this complexity, there are multiple considerations which include:

- Transition by agency
- Evaluation of system health and stability following each agency transition
- Migration of spectrum to provide capacity on both systems (as necessary)
- Site space, site systems, and antenna system transition and capacity

MCP will have personnel on site during the cutover process, to observe and assist as necessary.

Task 1.14: 30 Day No-Fail Test

MCP will monitor system failures during 30-day no-fail test. Prior to system acceptance, following full loading of all subscriber radios and users onto the new system, a 30-day test would be conducted. During the test there may be no failure of a major system component. Definition of a "major system component" will be agreed upon at the design review. Should there be a failure, the failed component or system is repaired or replaced and the 30-day time is restarted at day one. Upon successful completion of this test the system is considered ready to accept. MCP will monitor any such system performance occurrences and the remediation of each as necessary.



Task 1.15: Documentation Review and Acceptance

MCP and the County project team will receive and review all the documentation for the system, including all contracts, agreements, change orders and related project documentation, maintenance manuals, operations manuals, site drawings, as-built drawings, equipment inventory, and warranty documentations.

Task 1.16: Project Closeout

Upon the successful cutover of users to the new system, administrative tasks are required to officially end the project. The tasks include the settling of any remaining payment variances between the County and the vendor, cutover from the vendor implementation team to the vendor support team (warranty and maintenance), and the start of system warranty. MCP will provide assistance to the County to ensure any outstanding costs are validated, and all remaining contractual obligations of the vendors have been met.

At the time of project closeout, MCP marketing and public relations staff will work with County Public Information Office staff to organize a press event and celebration of system completion and commissioning.



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SCHEDULE B—HOURLY RATES

MISSION CRITICAL PARTNERS, LLC
2021 H-GAC Rate Schedule
Contract No. HP10-17
(Amended February 1, 2021)

Title	Rate/Hour
Support Specialist I	\$63.00
Support Specialist II	\$105.00
Operations Specialist I	\$204.00
Operations Specialist II	\$218.00
Planner	\$178.00
Communications Specialist	\$160.00
Technology Specialist I	\$191.00
Technology Specialist II	\$204.00
Project Manager	\$198.00
Senior Technology Specialist	\$218.00
Senior Project Manager	\$224.00
Program Manager	\$237.00
Forensics Analyst	\$244.00
Senior Program Manager	\$264.00
Principal	\$224.00

The PROVIDER has listed three individuals that will be working on this project as the Proposed Project Team. The COUNTY reserves the right to approve additions or changes to the Provider's Project Team.



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Provider's Project Team

Mission Critical Partners is proposing to continue with the project team that is currently supporting the County on the radio project. Each team member brings a unique skill set and depth of experience in mission critical land mobile radio and trunked systems in particular. In addition to these key team members, MCP has included biographical information for other staff in our Wireless Communications Practice that may be called upon to support specific tasks of the project. By applying an experienced and broad-based team to support you, MCP assures that the staff skills and abilities that best align with the current activities and project requirements are applied to serve your needs.

Michael Milas

Senior Project Manager

Mike Milas is a Senior Consultant at MCP and will provide continued continuity in the project as MCP transitions to the next phase of this project. He has more than 25 years of land mobile radio and public safety industry experience and has worked in numerous roles as a public safety practitioner and in the consulting arena.

The PM will be involved in all project tasks and phases of this engagement.

Other key team members supporting MCP's PM and their anticipated roles in the project are:

Nick Falgiatore, PE, ENP, MSEE

Senior Technology Specialist

Nick resides in Sanford, Florida and is a registered Professional Engineer (PE) in the State of Florida and has supported projects throughout Florida including Broward, Lee, Okaloosa and Clay counties and the Municipal Public Safety Communications Consortium of Palm Beach County. Nick's experience includes managing county and statewide projects, supporting P25 Phase I and Phase II system implementations from multiple equipment vendors and assisting numerous states through the State and Local Implementation Grant Program grant as they work toward FirstNet's buildout of the nationwide public-safety broadband network. Nick was named to the 2017 International Wireless Communications Expo (IWCE) Young Professionals Awards list, which showcases the next generation of leaders in the communications technology industry who are shaping the future of the industry.

His expertise includes radio systems design, system acceptance testing, Federal Communications Commission (FCC) licensing, propagation modeling, interoperability planning, data gathering, 800 megahertz (MHz) rebanding, P25 subscriber certification, coverage testing, and site assessments. Nick has supported propagation studies to model radio system coverage and interference, assessments of radio systems and developed conceptual trunked and conventional system designs and cost estimates developed maximum permissible exposure (MPE) and Intermodulation studies



for prospective tower sites and develop radio system very high frequency (VHF), ultra-high frequency (UHF), and 700/800 MHz frequency plans.

Jim Krebs

Senior Technology Specialist

Jim Krebs is a Senior Technology Specialist with more than 30 years of facilities and mechanical electrical experience. He is certified and specializes in Motorola R56 standards and compliance to ensure the COUNTY's communication systems achieve maximum longevity, reliability and optimal level of performance. Jim has supported initiatives to hold contractors accountable and guarantee R56 grounding compliance in the construction of new communication and public safety answering point (PSAP) facilities to ensure COUNTY quality and safety. Jim has provided R56 support to Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA) Chemical Stockpile Emergency Preparedness Program (CSEPP) in Kentucky for Madison County and Lexington, Kentucky and recently performed and completed an R56 compliance audit for Missouri Statewide Interoperable Network (MOSWIN) systemwide testing.



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SCHEDULE C - INSURANCE

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 on all Workers Compensation Clauses.
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 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.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. 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 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 (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and 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 Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.



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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.



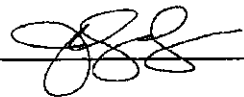
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SCHEDULE D – SCRUTINIZED COMPANIES CERTIFICATION

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Mission Critical Partners, LLC, 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 immediately terminate any agreement entered into for cause if the signatory is found to have submitted a false certification as to the above or if the signatory 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 signatory has submitted a false certification, the County will provide written notice to the bid proposer. Unless they demonstrate 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 them. If the County's determination is upheld, a civil penalty shall apply, and the signatory 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:	<u>April 27, 2021</u>	SIGNATURE:	
COMPANY:	<u>Mission Critical Partners, LLC</u>	NAME:	<u>John L. Spearly</u> (Typed or Printed)
ADDRESS:	<u>690 Gray's Woods Blvd.</u> <u>Port Matilda, PA 16870</u>	TITLE:	<u>VP & Director of Administrative Services</u>
		E-MAIL:	<u>JohnSpearly@MissionCriticalPartners.com</u>
PHONE NO.:	<u>888-862-7911</u>		



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SCHEDULE E – Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 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 non-discrimination 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;



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- 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 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-



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- a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award; Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - b. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section);
or
 - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section);
or
 - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to



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verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret



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information in accordance with the National Industrial Security Program Operating Manual; or

- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.



**INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING**

ILC No.:
ILC20-9517
Permanent Number assigned
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and Okaloosa County, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at 5479A Old Bethel Road Crestview, FL 32536.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **04/02/2020** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **10/01/2019** and ends **09/30/2020**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

Okaloosa County

Name of End User (local government, agency, or non-profit corporation)

5479A Old Bethel Road

Mailing Address

Crestview, FL 32536

City, State ZIP Code

Jeffrey A Hyde 04/02/2020
Signature of chief elected or appointed official | Date

Jeffrey Hyde, Purchasing Manager

Typed Name & Title of Signatory

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

DocuSigned by:
[Signature]
82EC270D5061A23
Executive Director

Date: 6/3/2020