

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/06/2021

Contract/Lease Control #: C19-2841-AP

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY SHERIFF'S OFFICE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2021

Expiration Date: 09/30/2022

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: ISTAGE@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2021

C19-2841-AP

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 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 Florida Sheriffs Risk Management Fund 2090 Summit Lake Dr. Tallahassee, FL 32317	CONTACT NAME: Apryl Evans, CIC, ARM
	PHONE (A/C, No, Ext): 850-320-6880 ext. 6903 FAX (A/C, No): 850-320-6939 E-MAIL ADDRESS:
INSURED Okaloosa County Sheriff's Office 50 2nd Street Shalimar, FL 32579	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: FLORIDA SHERIFFS SELF-INSURANCE PROGRAM
	INSURER B:
	INSURER C:
	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.

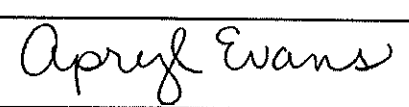
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Law Enforcement Professional Liability including Premises Liability		22-FSRMF-46	10/01/2021	10/1/2022	\$5,000,000 each occurrence; \$10,000,000 annual aggregate; \$1,000,000 additional Insured limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space needed)

Airport Operations

CONTRACT # C19-2841-AP
OKALOOSA COUNTY SHERIFF'S OFFICE
SECURITY, LAW ENFORCEMENT
AND AIRPORT OPERATIONS
EXPIRES: 09/30/2022

CERTIFICATE HOLDER **CANCELLATION 10 DAY WRITTEN NOTICE**

and Additional Insured Okaloosa County Board of County Commissioners 5479A Old Bethel Rd. Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

This Renewal of Agreement and Amendment Two, made and entered into this 5th day of October, 2021, hereby approves the renewal and amends Contract C19-2841-AP ("Agreement"), dated October 1, 2019 by Sheriff of Okaloosa County, Florida (the "SHERIFF") and the Okaloosa Board of County Commissioners (the "COUNTY").

WHEREAS, COUNTY entered into an Agreement, C19-2841-AP for Security, Law Enforcement, and Airport Operations Center Services with SHERIFF on October 1, 2019 at all Okaloosa County Airports with a current expiration of September 30, 2021; and

WHEREAS, SHERIFF desires to renew his Agreement; and

WHEREAS, a new Attachment "D" for Reimbursement will replace the current Attachment "D"; and

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 consent to and agree to the following:

I. RENEWAL

1. In accordance with section "TERMS" of C19-2841-AP, the COUNTY hereby renews the Contract Agreement with a new expiration date of September 30, 2022.
2. SHERIFF by execution of this Agreement Renewal and Amendment, and in consideration of consent by COUNTY of the same, is bound by all terms of the Agreement as may be amended from time to time and does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original Agreement.

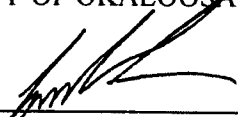
II. AMENDMENT TO THE AGREEMENT

C19-2841-AP is hereby amended as follows:

1. Attachment "D" titled "Reimbursement for FY 20-21", is deleted and replaced with the attached Attachment "D" and will be re-titled to "Airport Reimbursement for FY 21-22".
2. All other provisions of the Agreement shall remain in full force and effect through the duration of the Agreement 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

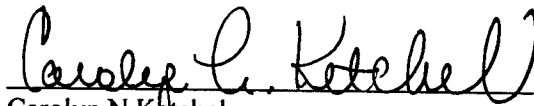
7/20/2021
Date Signed

Approved as to Form:



Marsha Weaver, Counsel to Sheriff

OKALOOSA COUNTY BOARD OF
COUNTY COMMISSIONERS

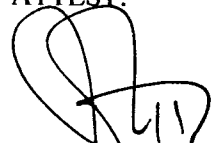


Carolyn N Ketchel
Chairman, Board of County Commissioners

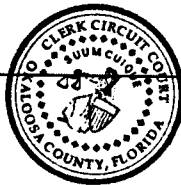


OCT 05 2021
Date Signed

ATTEST:



J. D. Peacock II
Clerk of the Court



Approved as to Form:



Lynn Hoshihara, County Attorney

ATTACHMENT "D"
REIMBURSEMENT FOR FY 21-22

**Okaloosa County Sheriff's Office
Airport Reimbursement for FY21-22
ATTACHMENT "D"**

FY 2022
Proposed
FTE = 26

Personnel Expenses

Regular Payroll	\$ 1,327,892
Social Security	101,584
Retirement	299,812
Workers Compensation	73,254
Insurance	257,853

Total Personnel \$ 2,060,394

Operational Expenses

Professional Liability	\$ 22,632
Automobile Liability	12,153
Automobile Collision	4,141
Auto Repair and Maintenance	11,700
Tires	10,260
Fuel	44,102
Less Off-Duty Use*	(3,510)
Uniforms & Duty Gear	25,029
Equipment Credit	0
K-9 Maintenance	4,200
Software Licenses	9,144
MIFI/Cell Service	16,200
Cameras	18,156
Portable Radios	1,999
Support Allocation	298,064

Total Operational \$ 474,270

Capital Expense

Vehicles	\$ 116,273
Computers	1,881

Total Capital \$ 118,154

TOTAL CONTRACT \$ 2,652,818

* "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.

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

Procurement/Contract/Lease Number: C19-2841-AP Tracking Number: 4366-21
Procurement/Contractor/Lessee Name: Shen's office Grant Funded: YES ___ NO X
Purpose: Amendment/renewal
Date/Term: 9-30-22 1. GREATER THAN \$100,000
Department #: 42298 2. GREATER THAN \$50,000
Account #: 591084 3. \$50,000 OR LESS
Amount: \$2,652,818
Department: Airport Dept. Monitor Name: Stacy

Purchasing Review

Procurement or Contract/Lease requirements are met:
Wkita Mca Date: 7-9-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NO FEDERAL Grant Name: _____

Date: _____
Grants Coordinator

Risk Management Review

Approved as written: see mail attach Date: 7-13-21

Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see mail attach Date: 7-13-21

County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

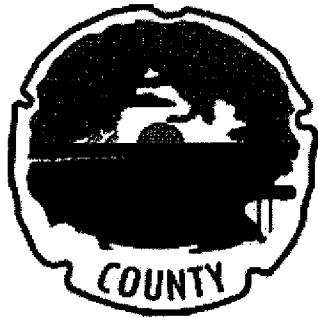
Approved as written: _____ Date: _____

DeRita Mason

From: Lisa Price
Sent: Friday, July 9, 2021 4:35 PM
To: DeRita Mason
Subject: RE: Okaloosa County Sheriff ASU.docx

This is approved by Risk.

Lisa Price
Risk Management
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



"We are forever indebted to those who have given their lives that we might be free."
Ronald Reagan

For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, July 9, 2021 4:19 PM
To: Kerry Parsons <kparsons@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: Okaloosa County Sheriff ASU.docx

Please review and approve the attached.

Thank you,

DeRita Mason

From: Kerry Parsons
Sent: Friday, July 9, 2021 5:12 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Lisa Price
Subject: Re: Okaloosa County Sheriff ASU.docx

This is approved for legal purposes.

Kerry A. Parsons
Chief Assistant County Attorney
Okaloosa County, Florida

From: DeRita Mason
Sent: Friday, July 9, 2021 4:19:24 PM
To: Kerry Parsons
Cc: Lynn Hoshihara; Lisa Price
Subject: FW: Okaloosa County Sheriff ASU.docx

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

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Okaloosa County Sheriff's Office
Airports Reimbursement for FY21 to FY22 Comparison

	FY 2021 Approved FTE = 26	FY 2022 Proposed FTE = 26
Personnel Expenses		
Regular Payroll	\$ 1,309,910	\$ 1,327,892
Social Security	100,208	101,584
Retirement	280,445	299,812
Workers Compensation	86,576	73,254
Insurance	252,550	257,853
<hr/>		
Total Personnel	\$ 2,029,688	\$ 2,060,394
<hr/>		
Operational Expenses		
Professional Liability	\$ 22,632	\$ 22,632
Automobile Liability	12,153	12,153
Automobile Collision	472	4,141
Auto Repair and Maintenance	11,700	11,700
Tires	10,260	10,260
Fuel	38,139	44,102
Less Off-Duty Use*	(2,970)	(3,510)
Uniforms & Duty Gear	14,898	25,029
Equipment Credit	0	0
K-9 Maintenance	2,000	4,200
Software Licenses	9,144	9,144
MIFI/Cell Service	9,789	16,200
Cameras	18,156	18,156
Portable Radios	1,440	1,999
Support Allocation	298,064	298,064
<hr/>		
Total Operational	\$ 445,877	\$ 474,270
<hr/>		
Capital Expense		
Vehicles	\$ 98,325	\$ 116,273
Computers	1,881	1,881
<hr/>		
Total Capital	\$ 100,206	\$ 118,154
<hr/>		
TOTAL CONTRACT	\$ 2,575,772	\$ 2,652,818

3.0% Increase

* "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.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/09/2020

Contract/Lease Control #: C19-2841-AP

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY SHERIFF'S OFFICE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2019

Expiration Date: 09/30/2021

Description of: SECURITY, LAW ENFORCEMENT AND AIRPORT OPERATIONS

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-51-7160

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

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2020

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PRODUCER Florida Sheriffs Risk Management Fund P.O. Box 12909 Tallahassee, FL 32317	CONTACT NAME: Jackie Terr
	PHONE (A/C, No., Ext): 850-320-6880 FAX (A/C, No.): 850-320-6939 E-MAIL ADDRESS:
INSURED Okaloosa County Sheriff's Office 50 2nd Street Shalimar, FL 32579	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : FL Sheriffs Workers' Compensation Self Insurance Program
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

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

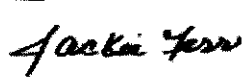
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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WYVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	21-FSRMF-46	10-01-20	09-30-21	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Workers' Compensation coverage applicable to law enforcement officers when performing law enforcement duties.

Airport Contract - Okaloosa County Sheriff's Office

CERTIFICATE HOLDER **CANCELLATION** 30 DAY WRITTEN NOTICE

Okaloosa County Board of County commissioners 5479 A Old Bethel Road, Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

Procurement/Contract/Lease Number: 019-2841-17P Tracking Number: 4052-20
Procurement/Contractor/Lessee Name: Ocalaosa Co. Sheriff's Office Grant Funded: YES ___ NO X
Purpose: Security, Law Enforcement; Airport operations
Date/Term: 9-30-21
Department #: 4298
Account #: 591001
Amount: 2,575,722.00
Department: AP Dept. Monitor Name: Stacy

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
William Mason Date: 6-18-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: NO federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 6-18-2020
_____ Date: _____
Risk Manager or designee Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 6-25-2020
_____ Date: _____
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Department funding confirmed:

Date: _____

DeRita Mason

From: Lisa Price
Sent: Thursday, June 18, 2020 1:51 PM
To: DeRita Mason
Subject: FW: OCSO C19-2841-AP Coordination
Attachments: OCSO.pdf; CONTRACT LEASE INTERNAL COORDINATION SHEET.pdf

DeRita,

This is approved by Risk Management for insurance purposes. Please note that all insurance in file has expired and should be brought current prior to renewing.

Thank you,

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



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From: Karen Donaldson <kdonaldson@myokaloosa.com>
Sent: Thursday, June 18, 2020 1:37 PM
To: Lisa Price <lprice@myokaloosa.com>
Subject: FW: OCSO C19-2841-AP Coordination

Karen Donaldson

Karen Donaldson
Claims Examiner
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, June 25, 2020 2:50 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: OCSO C19-2841-AP Coordination

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, June 18, 2020 1:57 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: OCSO C19-2841-AP Coordination

Please review the attached.

Thank you,

DeRita Mason



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2020

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PRODUCER Florida Sheriffs Risk Management Fund P.O. Box 12909 Tallahassee, FL 32317	CONTACT NAME: Jackie Terr PHONE (A/C, No, Ext): 850-320-6880 E-MAIL ADDRESS:	FAX (A/C, No): 850-320-6939
	INSURER(S) AFFORDING COVERAGE	
INSURED Okaloosa County Sheriff's Office 50 2nd Street Shalimar, FL 32579	INSURER A : FL Sheriffs Workers' Compensation Self Insurance Program	
	INSURER B :	
	INSURER C :	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			20-FSRMF-46	10-01-19	09-30-20	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers' Compensation coverage applicable to law enforcement officers when performing law enforcement duties.

Airport Contract - Okaloosa County Sheriff's Office

CERTIFICATE HOLDER **CANCELLATION 30 DAY WRITTEN NOTICE**

Okaloosa County Board of County Commissioners 5479 A Old Bethel Road, Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jackie Terr</i>
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2020

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 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 Florida Sheriffs Risk Management Fund 2090 Summit Lake Dr. Tallahassee, FL 32317	CONTACT NAME: Apryl Evans, CIC, ARM PHONE (A/C, No, Ext): 850-320-6880 ext. 6903 FAX (A/C, No): 850-320-6939 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : FLORIDA SHERIFFS SELF-INSURANCE PROGRAM INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Okaloosa County Sheriff's Office 50 2nd Street Shalmar, FL 32579	NAIC #

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Law Enforcement Professional Liability including Premises Liability			20-FSRMF-46	10/01/2019	10/1/2020	\$5,000,000 each occurrence; \$1,000,000 annual aggregate; \$1,000,000 a dditional insured limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Airport Operations

CERTIFICATE HOLDER

and Additional Insured
 Okaloosa County Board of County Commissioners
 5479 A Old Bethel Road
 Crestview, FL 32536

CANCELLATION 10 DAY WRITTEN NOTICE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Apryl Evans

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

This Renewal of Agreement and Amendment One, made and entered into this 6th day of October, 2020, hereby approves the renewal and amends Contract C19-2841-AP (“Agreement”), dated October 1, 2019, by Sheriff of Okaloosa County, Florida (the “SHERIFF”) and the Okaloosa Board of County Commissioners (the “COUNTY”).

WHEREAS, COUNTY entered into an Agreement, C19-2841-AP for Security, Law Enforcement, and Airport Operations Center Services with SHERIFF on October 1, 2019 at all Okaloosa County Airports with a current expiration of September 30, 2020; and

WHEREAS, SHERIFF and COUNTY desire to renew this Agreement; and

WHEREAS, a new Attachment “D” for Reimbursement will replace the current Attachment “D”; and

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 consent to and agree to the following:

I. RENEWAL

1. In accordance with section “TERMS” of C19-2841-AP, the COUNTY hereby renews the Contract Agreement with a new expiration date of September 30, 2021.
2. SHERIFF by execution of this Agreement Renewal and Amendment, and in consideration of consent by COUNTY of the same, is bound by all terms of the Agreement as may be amended from time to time and does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original Agreement.

II. AMENDMENT TO THE AGREEMENT

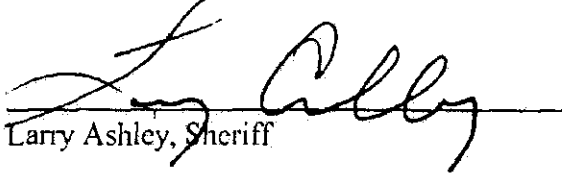
C19-2841-AP is hereby amended as follows:

1. Attachment “D” titled “Reimbursement for FY 19-20”, is deleted and replaced with the attached Attachment “D” and will be re-titled to “REIMBURSEMENT FOR FY 20-21”
2. Section “REIMBURSEMENT” subsection B, is deleted and replaced with “The amount shall be paid to the SHERIFF in twelve (12) equal monthly installments beginning October 1 and ending September 30 of each renewal term”
3. All other provisions of the Agreement shall remain in full force and effect through the duration of the Agreement term.

CONTRACT#: C19-2841-AP
OKALOOSA COUNTY SHERIFF'S OFFICE
SECURITY, LAW ENFORCEMENT &
AIRPORT OPERATIONS
EXPIRES: 09/30/2021

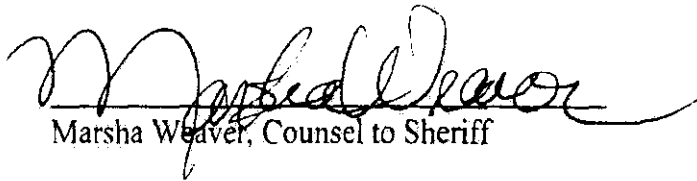
IN WITNESS WHEREOF, the Parties have set their hands and seals hereto on the dates indicated below:

SHERIFF OF OKALOOSA COUNTY


Larry Ashley, Sheriff

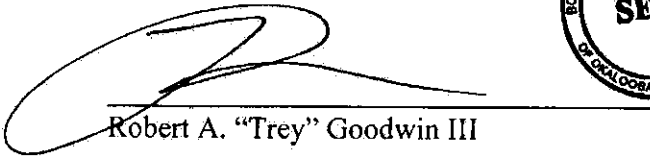
7/1/2020
Date Signed

Approved as to Form:


Marsha Weaver, Counsel to Sheriff

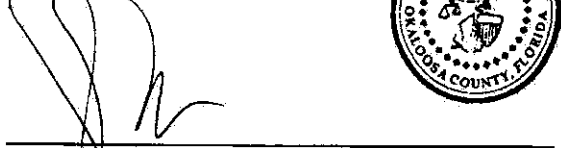
OKALOOSA COUNTY BOARD OF
COUNTY COMMISSIONERS

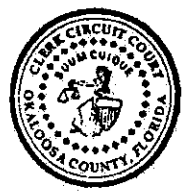



Robert A. "Trey" Goodwin III
Chairman, Board of County Commissioners

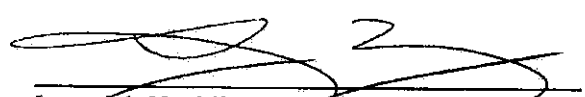
October 6, 2020
Date Signed

ATTEST:


J. D. Peacock II
Clerk of the Court



Approved as to Form:


Lynn M. Hoshihara, County Attorney

ATTACHMENT "D"
REIMBURSEMENT FOR FY 20-21

ATTACHMENT "D" REIMBURSEMENT FY 20-21

FY 2021
Proposed
FTE = 26

Personnel Expenses

Regular Payroll	\$	1,309,910
Social Security		100,208
Retirement		280,445
Workers Compensation		86,576
Insurance		252,550

Total Personnel \$ 2,029,688

Operational Expenses

Professional Liability	\$	22,632
Automobile Liability		12,153
Automobile Collision		472
Auto Repair and Maintenance		11,700
Tires		10,260
Fuel		38,139
Less Off-Duty Use*		(2,970)
Uniforms & Duty Gear		14,898
K-9 Maintenance		2,000
Software Licenses		9,144
MIFI/Cell Service		9,789
Cameras		18,156
Portable Radios		1,440
Support Allocation		298,064

Total Operational \$ 445,877

Capital Expense

Vehicles	\$	98,325
Computers		1,881

Total Capital \$ 100,206

TOTAL CONTRACT \$ 2,575,772

* "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.

**AGREEMENT FOR SECURITY, LAW ENFORCEMENT
AND AIRPORT OPERATIONS CENTER SERVICES AT
OKALOOSA COUNTY AIRPORTS**

This Agreement for Security, Law Enforcement and Communication Services at the Okaloosa County Airports (the "Agreement") is entered into by and between the Sheriff of Okaloosa County, Florida (the "SHERIFF") and the Okaloosa Board of County Commissioners (the "COUNTY").

WHEREAS, Okaloosa County operates three airport facilities within the County for the benefit of its citizens; and

WHEREAS, these facilities consist of the Destin Fort Walton Beach Airport, the Bob Sikes Airport located in Crestview and the Destin Executive Airport located in Destin (collectively, the "County's Airports"); and

WHEREAS, there is a need for professional law enforcement services for the protection of the public, to provide security at the County's Airports and to coordinate with the efforts of the Airport staff and the Transportation Security Administration (the "TSA"); and

WHEREAS, the Sheriff's Office of Okaloosa County is a certified and qualified entity to provide such security and law enforcement services at the County's Airports; and

WHEREAS, the County believes that it would be effective and efficient for the provision of law enforcement services to be provided by the Sheriff, pursuant to this Agreement; and

WHEREAS, certain efficiencies can be achieved by the transferring and consolidating the Airport Operations Center at the County Airports to the Sheriff's Office.

NOW, THEREFORE, in consideration of the mutual covenants and consideration contained herein, the sufficiency of which is acknowledged by all, the parties hereto agree as follows:

PURPOSE:

- A) The purpose of this Agreement is for the SHERIFF to provide law enforcement and security services at the County's Airports and the transferring of Airport Operations Center (AOC) services to the SHERIFF. The services shall consist of the supplying of security and law enforcement services at the County's Airports, including the fair, impartial and non-discriminatory enforcement of all pertinent Federal, State, and local laws, including traffic laws, regulations and county ordinances. Further, the AOC services at the airport shall be assumed by the SHERIFF.

- B) It is the intent of this Agreement that deputies assigned to perform these services at the County's Airports will be familiar with CFR's 1540, 1542 and 1544, FAR Part 139 and all other pertinent provisions of law which will be applicable to the administration and operation of the County's Airports.
- C) It shall be the responsibility of the Airports Director to establish policy and make final determinations regarding TSA regulations and airport security matters not involving law enforcement services under this Agreement.

SCOPE OF SERVICES:

SECURITY SERVICES and AIRPORT OPERATIONS CENTER (AOC) SERVICES

- A) The SHERIFF shall provide such services and staffing as set forth in Attachment "A" (the "Security Scope of Services") and "B" (the "Airport Operations Center (AOC) Scope of Services")
 - 1) The SHERIFF shall provide, for review and approval by the COUNTY, an organizational chart and budget at beginning of the Term and annually thereafter.
 - 2) Representatives of the SHERIFF and the COUNTY shall periodically meet to review the Scope of Services to determine that the appropriate level of security is being provided referencing the Airport Security Unit Organizational Chart and shift coverages, as set forth in Attachment "C".
- B) Deputies and assigned staff to the Airports shall be required to abide by all rules and regulations of the Sheriff and the County's Airports. In case of conflict of these rules and regulations, the Airports Director or designee and the SHERIFF, or designee shall resolve such conflict in writing. Until such time that the conflict is resolved, the General Orders and Standard Operating Procedures of the Sheriff's Office shall be controlling.
- C) While on duty, deputies assigned to the Airports will not be called off County Airport properties to attend or respond to other law enforcement matters except in case of an extreme emergency or as first responder to an accident on the roadway immediately adjacent to a County Airport. In the latter case, the deputy shall return to his/her assigned County Airport as soon as other law enforcement personnel have arrived on scene.

FIXED ASSETS:

The COUNTY has previously transferred to the SHERIFF certain vehicles and other equipment which had been available and such vehicles and equipment shall continue to be utilized for the provision of law enforcement services at the County's Airports as they have prior to this Agreement.

TERMS:

- A) This Agreement shall initially be effective from October 1, 2019 and ending September 30, 2020. Such Agreement may be renewed and extended for additional one-year terms upon the written agreement of the parties. There is no limitation on the number of one-year renewals and extensions that may be entered into between the parties and the amounts of reimbursements may be adjusted in these renewals and extensions.
- B) Representatives of the SHERIFF and representatives of the COUNTY will meet as needed during the Term to review the schedule for provisions of law enforcement and AOC services at the Airports.
- C) This Agreement may be amended at any time during its term, with the mutual consent of the parties to address changing demands and regulatory requirements for any of the County Airports.

REIMBURSEMENT:

- A) The SHERIFF shall be reimbursed for the expenditures and services provided as set forth on Attachment "D."
- B) The amount shall be paid to the SHERIFF in twelve (12) equal monthly installments beginning October 1, 2019 and ending September 1, 2020.
- C) The SHERIFF will provide a proposed annual budget no later than May 1st for the upcoming Fiscal Year contract negotiations and budget process planning.
- D) The SHERIFF will provide a monthly staffing report in arrears of services provided for the Airport's use in seeking any available reimbursement from the TSA.
- E) COUNTY will pay a one-time fee of \$11,900 to the SHERIFF for the procurement of a new canine unit to be based at the Destin-Fort Walton Beach Airport and utilized at all county airports. This one-time expense will cover the cost of the dog, explosive detection training for the animal and canine handler training costs. This one-time fee is already incorporated in the amounts set forth on Attachment "D" and does not need to be paid separate from those payments.
- F) COUNTY will pay a one-time fee to the SHERIFF for the transfer of accrued sick and annual leave balances, as of October 1, 2019, for any County employees who are selected to fill the new Airport Communications Specialist positions. This amount will be calculated by multiplying the available hours for each eligible employee at the transition date by their current County hourly rate of pay. This amount will not be determined until after the final pay period which includes September 30, 2019. The value of the leave balances transferred will be paid to the SHERIFF in a single lump-sum, after the

documentation for the transferred leave balances is finalized and approved by both parties. This amount is estimated to be approximately \$30,000.

PERSONNEL:

- A) The parties agree that as a result of the special needs required at the County's Airport, the COUNTY may provide input in the selection process of deputies and communications specialists in the AOC for service at the County's Airports. The Sheriff shall retain full control over personnel decisions and assignments.
- B) Each deputy assigned to the County's Airports must meet the minimum qualifications as required by the Criminal Justice Standards and Training Commission, Florida Department of Law Enforcement.
- C) The COUNTY reserves the right to request the replacement of any deputy or communications specialists assigned to the County Airports. The SHERIFF will make all reasonable accommodations to satisfy the COUNTY'S request but will make the final determination regarding personnel decisions and assignments.

BENEFITS:

- A) Vacation, Sick Leave and Training:
 - 1) The SHERIFF will ensure law enforcement and AOC staff coverage at the County's Airports during vacations, sick leaves and training of deputies and AOC staff assigned to the County's Airports in accordance with OCSO policies and procedures.
 - 2) Training of the deputies will be scheduled so as not to interfere with the normal or special activities which require law enforcement coverage at the County's Airports.
 - 3) Deputies assigned to the Airports may be required to attend specialized or advanced TSA Security Training as required for the position.
 - 4) The SHERIFF will provide the deputies with all of the necessary, standard and specialized law enforcement or communications equipment that the deputies will need to fulfill their duties as deputies providing full enforcement services to the County's Airports.
- B) Deputies assigned to the Airports remain employees of the SHERIFF who shall be responsible for, providing that the deputies which provide services at the County's Airports shall have all insurance coverage, Workers' Compensation, liability coverage and other employee benefits normally provided by the SHERIFF for other similarly situated employees.

- C) AOC personnel shall be classified in accordance with the procedures of the SHERIFF and shall be entitled to all insurance coverage, Workers' Compensation, liability coverage and other employee benefits normally provided by the SHERIFF for other similarly situated employees.

INSURANCE REQUIREMENTS AND LIABILITY

- A) During the performance of this Agreement, including any renewal periods, the SHERIFF, for himself, his assignees, and successors in interest (hereinafter referred to as the "SHERIFF") agrees that he The SHERIFF shall maintain the required insurance coverage as set forth on Attachment "E".
- B) The SHERIFF shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.

INDEPENDENT CONTRACTOR

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

FEDERAL REQUIREMENTS

During the performance of this Agreement, including any renewal periods, the SHERIFF, for himself, his assignees, and successors in interest (hereinafter referred to as the "SHERIFF") agrees that he shall remain in compliance with all of the Non-Discrimination Requirements as contained in Attachment "F".

THIRD PARTY BENEFICIARY

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

PUBLIC RECORDS

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

- 2- The Sheriff, a Constitutional County Officer, also has the statutory duty to maintain and provide public records relating to this contract.**

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT OKALOOSA COUNTY SHERIFF'S OFFICE 50 2ND STREET SHALIMAR, FL 32579 PHONE: (850)651-7410.

The Sheriff and the County shall comply with the public records laws, Florida Statute Chapter 119, specifically both parties shall:

- A) Keep and maintain public records required by the County to perform the service.

- B) Upon request from either party's custodian of public records, provide the requesting party 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) Both parties shall 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.

- D) Upon completion of the contract, County and the Sheriff shall maintain public records in their possession required by the County to perform the service. The Sheriff and the County shall keep and maintain public records upon completion of the contract and shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

TERMINATION:

Either party may terminate this Agreement upon ninety (90) days written notice. Such notice will be hand delivered or sent via certified mail.

ENTIRE AGREEMENT:

- A) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and all prior agreements, understanding and negotiations are merged into this Agreement. This Agreement shall not be modified except in writing and signed by both parties.
- B) A waiver by either Party of a breach or violation of any provision of this Agreement shall not operate, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

DISPUTE:

The Parties agree that in the event litigation or arbitration is required to enforce the terms of this Agreement, the prevailing Party in any such proceeding shall be entitled to recover actual costs incurred, including a reasonable attorney's fee.

SEVERABILITY:

Should any provision of this Agreement be held unenforceable or void, in whole or in part, the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and lack of enforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect.

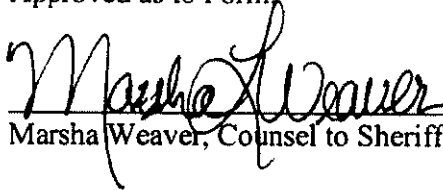
IN WITNESS WHEREOF, the Parties have set their hands and seals hereto on the dates indicated below:

SHERIFF OF OKALOOSA COUNTY

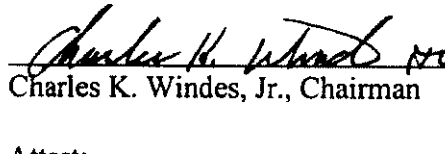

Larry Ashfey, Sheriff

8/14/19
Date Signed

Approved as to Form:

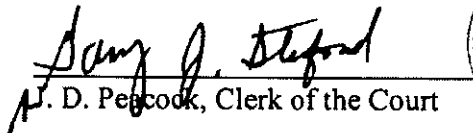

Marsha Weaver, Counsel to Sheriff

OKALOOSA COUNTY BOARD OF
COUNTY COMMISSIONERS

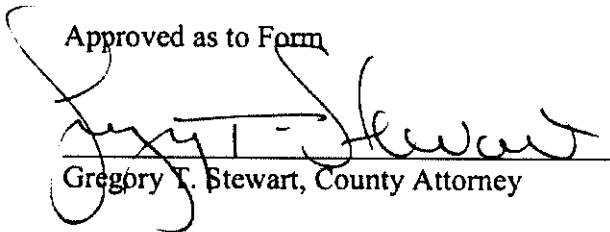

Charles K. Windes, Jr., Chairman

AUG 20 2019
Date Signed

Attest:


P. D. Peacock, Clerk of the Court

Approved as to Form


Gregory T. Stewart, County Attorney

ATTACHMENT "A"

SECURITY SCOPE OF SERVICES

Attachment "A"

Security Scope of Services

The following items shall be included within the Security Scope of Services to be provided by the SHERIFF:

SHERIFF will be responsible for law enforcement protection and the traveling public's security to include traffic control, criminal investigations, airport community oriented policing, airport security, enforcement of local, state and federal laws at the airport and providing any and all necessary resources to respond to any elevated threat levels or emergency situations.

- A) **VPS:** The primary function is to provide law enforcement protection for the traveling public and the security of all airport facilities, landside and airside within the 130-acre leasehold on Eglin AFB. The Airports Security Plan details law enforcement requirements related to TSA regulatory compliance. The below resource requirement could also increase/decrease and the agreement should be flexible to allow the addition of personnel during the peak season.
- Minimum of three (3) deputies on duty for day shift and minimum of two (2) deputies for night shift (7 days a week)
 - Minimum of one (1) supervisor on duty 8AM – 5PM (M-F) or as necessary.
- B) **CEW:** The primary function is to provide law enforcement protection for the traveling public and the security of airport facilities, landside and airside with a minimum of twice daily staggered patrols of all hangars, FBOs, airport facilities and associated grounds both landside and airside with routine visits to employees workplaces to ensure presence and visibility. Immediate response to any ground or air emergency: aircraft, personnel or property. The CEW Airport Security Plan details the airports requirements.
- C) **DTS:** The primary function is to provide law enforcement protection for the traveling public and the security of airport facilities, landside and airside with a minimum of twice daily staggered patrols of all hangars, FBOs, ATCT, airport facilities and associated grounds both landside and airside with routine visits to employees workplaces to ensure presence and visibility. Immediate response to any ground or air emergency: aircraft, personnel or property. The DTS Airport Security Plan details the airports requirements.
- D) **Canine Team:** Team will be assigned to the Destin-Fort Walton Beach Airport-Airports Security Unit and on-call 24/7/365 to the Okaloosa County Airports.

ATTACHMENT "B"

AIRPORT OPERATIONS CENTER SCOPE OF SERVICES

Attachment "B"

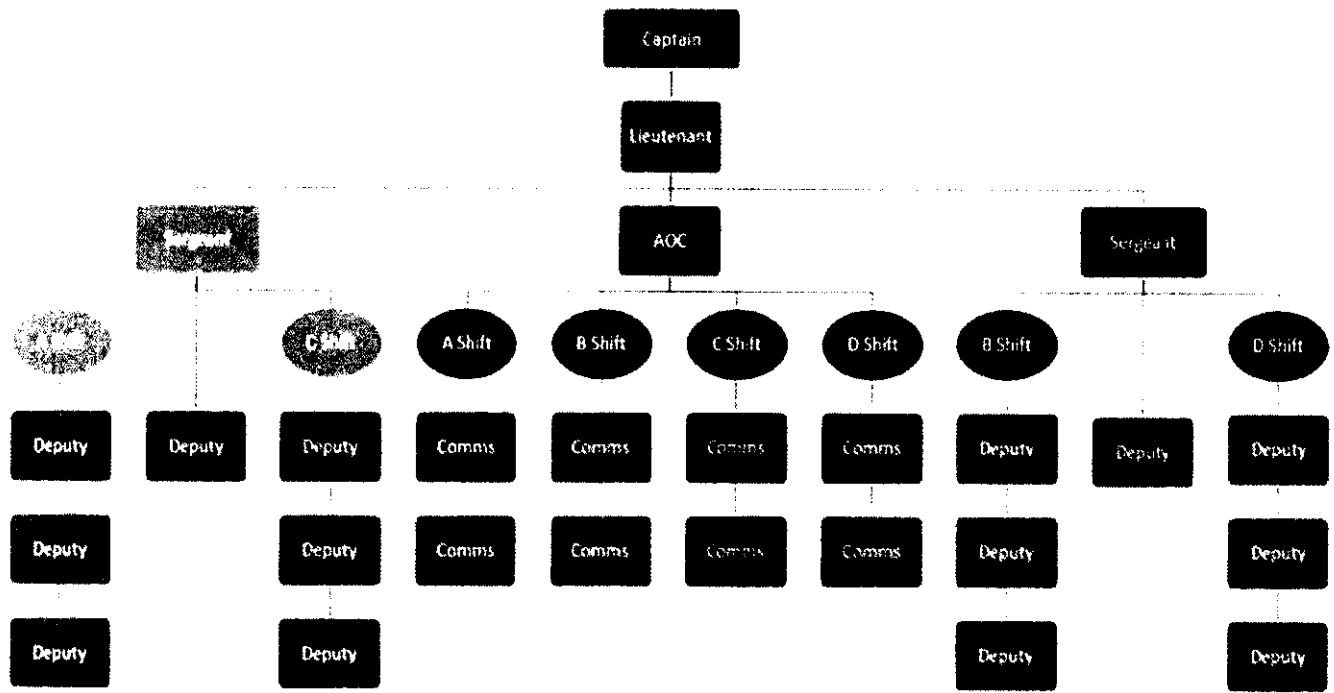
Airport Operations Center (AOC) Scope of Services

The following items shall be included within the Communication Scope of Services to be provided by the SHERIFF:

1. The Okaloosa County Sheriff's Office will provide all staffing, training, response requirements and regulatory action to meet the airports requirements in conformance with the Airports Security Plan, Airports Certification Manual and the Airports Emergency Plan, twenty-four (24) hours a day, seven (7) days a week.
2. Add eight (8) Airports Communications Specialist positions beginning on Oct 1, 2019.
3. Staffing Requirements: Minimum staffing to meet operational requirements 24/7/365, reference Airport Security Unit Organizational Chart (Attachment "C").
4. AOC duties include, but are not limited to:
 - Answering phone calls from the general public and airport personnel
 - Annotating all radio communication by entering call information onto daily log
 - Sending notifications of NOTAMs for VPS for any change in the condition of airfield
 - Monitors cameras and CCTV to ensure safety of passengers, staff and security of doors and SIDA area
 - Creating/sending Ground Advisories for awareness during VPS Maintenance operations on the ramp (mowing/painting)
 - Emailing/calling about security incidents to notify the Airport Security Coordinator
 - Emailing/calling appropriate parties for general situations/issues that arise that are out of the ordinary (such as unruly passengers, parking issues, baggage diversions)
 - Sending notifications of emergencies to appropriate airport staff, such as medical and fire emergencies
 - Creating/emailing weekly airline flight schedule used by TSA, Airport Maintenance, Operations, and tenants for planning purposes
 - Using the flight schedule to annotate aircraft parking spots for aircraft that remain overnight unscheduled
 - Monitor flight arrivals and departures and make notifications of significant delays or interruptions
 - Review/bookmark CCTV video footage, as requested by management
 - Deactivating/reactivating SIDA badges, as needed
 - Input all work orders including those for Maintenance, Administration, Operations, and tenants, and provide status of work order, as requested.
 - Notify staff of severe weather events
 - Calling airport tenants when there is lightning with 5 miles (which causes delays with ground ops and LEO/MX response)
 - Making overhead public address announcements, as needed

- **Assisting with Lost & Found by checking the online log when passengers call to inquire on lost items after hours**
- **Adherence to the Standard Operating Procedures**

ATTACHMENT "C"
AIRPORT SECURITY UNIT ORGANIZATIONAL CHART
OCTOBER 1, 2019



ATTACHMENT "D"
REIMBURSEMENT FOR FY 19-20

Attachment D - Airport Security Unit FY 2020 Budget Worksheet

		FY 2020 Proposed FTE = 26
Personnel Expenses		
	Regular Payroll	\$ 1,275,738
	Social Security	97,844
	Retirement	280,720
	Workers Compensation	84,676
	Insurance	252,370
Total Personnel		\$ 1,991,348
Operational Expenses		
	Professional Liability	\$ 22,649
	Automobile Liability	11,799
	Automobile Collision	2,335
	Auto Repair and Maintenance	11,700
	Tires	10,260
	Fuel	50,784
	Less Off-Duty Use*	(3,780)
	Uniforms & Duty Gear	14,153
	Equipment Credit	-
	K-9 Maintenance	2,000
	Software Licenses	8,820
	MIFI/Cell Service	10,320
	Cameras	18,870
	Portable Radios	1,530
	Support Allocation	298,064
Total Operational		\$ 459,504
Capital Expense		
	Vehicles	\$ 99,085
	Computers	1,881
	K9	11,900
Total Capital		\$ 112,866
TOTAL CONTRACT		\$ 2,563,718

* "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"
REQUIRED INSURANCE

GENERAL INSURANCE REQUIREMENTS

SHERIFFS' INSURANCE

1. The SHERIFF 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.
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 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-days prior written notice to the Respondent.
6. The County reserves the right at any time to require the SHERIFF to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the SHERIFF 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 SHERIFF 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 SHERIFF 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. SHERIFF must be in compliance with all applicable State and Federal Worker' Compensation Laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

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 \$200,000 per person/\$300,000 per accident. If the SHERIFF does not own vehicles, the SHERIFF 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. SHERIFF must maintain this insurance coverage throughout the life of this agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The SHERIFF shall carry Commercial General Liability insurance against claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the SHERIFF.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply to the agency included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the SHERIFF shall notify the County representative in writing. The SHERIFF shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

3. Commercial General Liability coverage shall be endorsed to include the following:

- 1.) Premises – Operation Liability
- 2.) Occurrence Bodily Injury and Property Damage Liability
- 3.) Independent Contractor’s Liability
- 4.) Completed Operations and Products Liability
- 5.) Contractual Liability

4. SHERIFF shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.

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	
a.) State	Statutory
b.) Employer’s Liability	\$500,000 each accident
2. Business Automobile	\$200,000 per person /\$300,000 per accident
3. Commercial General Liability Included in Law Enforcement Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence For Products and Completed Operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The SHERIFF 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 Respondent’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 Respondent 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, Respondent 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 Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name and number 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, 5479-A Old Bethel Rd, Crestview, Florida, 32536.
2. The SHERIFF 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 the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the SHERIFF 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 SHERIFF 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 Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured including the County.
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 Respondent 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 SHERIFF 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 Respondent of any responsibility under this contract.

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

UMBRELLA INSURANCE

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

ATTACHMENT "F"

FEDERAL NON-DISCRIMINATION REQUIREMENTS

ATTACHMENT "F"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the SHERIFF, for itself, its assignees, and successors in interest (hereinafter referred to as the "SHERIFF") agrees as follows:

Compliance with Regulations: The SHERIFF (hereinafter includes consultants) 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 by reference and made a part of this contract.

Non-discrimination: The SHERIFF, with regard to the work performed by it during the contract, 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 SHERIFF 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.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the SHERIFF 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 SHERIFF of the SHERIFF's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The SHERIFF 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a SHERIFF is in the exclusive possession of another who fails or refuses to furnish the information, the SHERIFF will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a SHERIFF's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions

as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

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

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 SHERIFF, for itself, its assignees, and successors in interest (hereinafter referred to as the "SHERIFF") 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 SHERIFFs, 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;

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 *SHERIFF* has full responsibility to monitor compliance to the referenced statute or regulation. The *SHERIFF* 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. SHERIFF must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The SHERIFF 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). SHERIFF 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 SHERIFF is not enrolled as a Federal Contractor in E-Verify at time of contract award, the SHERIFF shall-
 - a. Enroll. Enroll as a Federal SHERIFF in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. 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 SHERIFF, 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,
 - c. 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 SHERIFF is enrolled as a Federal Contractor in E-Verify at time of contract award, the SHERIFF shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The SHERIFF shall initiate verification of all new hires of the SHERIFF, 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
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal SHERIFF in E-Verify, the SHERIFF shall initiate verification of all new hires of the SHERIFF, 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. Employees assigned to the contract. For each employee assigned to the contract, the SHERIFF 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 SHERIFF 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 SHERIFF may choose to verify only employees assigned to the contract, whether existing employees or new hires. The SHERIFF 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 SHERIFF may elect to verify all existing employees hired after November 6, 2008 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The SHERIFF 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 SHERIFF's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The SHERIFF 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 SHERIFF's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the SHERIFF, 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 SHERIFF is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the SHERIFF, then the SHERIFF 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 SHERIFF 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 SHERIFF 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 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 SHERIFFs.

Subcontracts. The SHERIFF 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.

Airport Security FY 2021 Cost Worksheet

	FY 2020 Approved FTE = 26	FY 2021 Proposed FTE = 26
Personnel Expenses		
Regular Payroll	\$ 1,275,738	\$ 1,309,910
Social Security	97,844	100,208
Retirement	280,720	280,445
Workers Compensation	84,676	86,576
Insurance	252,370	252,550
Total Personnel	\$ 1,991,348	\$ 2,029,688
Operational Expenses		
Professional Liability	\$ 22,649	\$ 22,632
Automobile Liability	11,799	12,153
Automobile Collision	2,335	472
Auto Repair and Maintenance	11,700	11,700
Tires	10,260	10,260
Fuel	50,784	38,139
Less Off-Duty Use*	(3,780)	(2,970)
Uniforms & Duty Gear	14,153	14,898
Equipment Credit	0	0
K-9 Maintenance	2,000	2,000
Leave Balances Carryover	22,905	0
Software Licenses	8,820	9,144
MIFI/Cell Service	10,320	9,789
Cameras	18,870	18,156
Portable Radios	1,530	1,440
Support Allocation	298,064	298,064
Total Operational	\$ 482,409	\$ 445,877
Capital Expense		
Vehicles	\$ 99,085	\$ 98,325
Computers	1,881	1,881
K-9	11,900	-
Total Capital	\$ 112,866	\$ 100,206
TOTAL CONTRACT	\$ 2,586,623	\$ 2,575,772
	Decrease \$	(10,851)
		-0.4%

* "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.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/26/2019

Contract/Lease Control #: C19-2841-AP

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY SHERIFF'S OFFICE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2019

Expiration Date: 09/30/2020

Description of Contract/Lease: 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

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2020

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 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 Florida Sheriffs Risk Management Fund 2090 Summit Lake Drive Tallahassee, FL 32317	CONTACT NAME: Wendy M. Ross
	PHONE (A/C, No., Ext): 850-320-6880 ext. 6908 FAX (A/C, No.): 850-320-6939 E-MAIL ADDRESS: wendy.ross@fstrmf.org
INSURED Okaloosa County Sheriff's Office 50 2nd Street Shalimar, FL 32579	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: SHERIFF'S AUTOMOBILE RISK PROGRAM (SHARP)
	INSURER B:
	INSURER C:
	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 INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PHYSICAL DAMAGE COVERAGE SUBJECT TO \$1,000.00 DEDUCTIBLE COMP & COLLISION			20-FSRMF-465	10/01/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 200,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ Included in BI Limit \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Auto Coverage for Airport Contract

CERTIFICATE HOLDER Additional Insured: Okaloosa County Board of County Commissioners 5479 A Old Bethel Road Crestview, FL 32536	CANCELLATION 30 DAY WRITTEN NOTICE SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Wendy M. Ross</i>
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2020

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 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 Florida Sheriffs Risk Management Fund 2090 Summit Lake Dr. Tallahassee, FL 32317	CONTACT NAME: Apryl Evans, CIC, ARM	
	PHONE (A/C, No. Ext): 850-320-6880 ext. 6903	FAX (A/C, No.): 850-320-6939
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: FLORIDA SHERIFFS SELF-INSURANCE PROGRAM		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED	CERTIFICATE NUMBER:	REVISION NUMBER:
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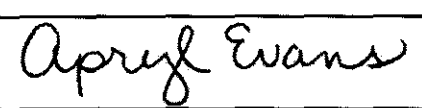
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INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Law Enforcement Professional Liability including Premises Liability		20-FSRMF-46	10/01/2019	10/1/2020	\$5,000,000 each occurrence; \$10,000,000 annual aggregate; \$1,000,000 additional insured limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Airport Operations

CERTIFICATE HOLDER	CANCELLATION 10 DAY WRITTEN NOTICE
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and Additional Insured Okaloosa County Board of County Commissioners 5479 A Old Bethel Road Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

Procurement/Contract/Lease Number: TBD Tracking Number: 348319
Security, Law Enforcement; AP Operations Center SVS
Procurement/Contractor/Lessee Name: _____ Grant Funded: YES ___ NO X
Purpose: agreement
Date/Term: 9-30-20 1. GREATER THAN \$100,000
Amount: 2,563,718 2. GREATER THAN \$50,000
Department: AP 3. \$50,000 OR LESS
Dept. Monitor Name: Stacy

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 8-12-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jesica Darr

2CFR Compliance Review (if required)

Approved as written: no federal Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 8-14-19
_____ Date: _____
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 8-14-19
_____ Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:
_____ Date: _____
Finance Manager or designee

DeRita Mason

From: Greg Stewart
Sent: Tuesday, August 13, 2019 5:39 PM
To: Allyson Oury; Edith Gibson; Karen Donaldson; Tracy Stage; DeRita Mason
Cc: Lynn Hoshihara; 'Parsons, Kerry'
Subject: FW: Airports OCSO Agreement - County Coordination
Attachments: Airport LE Services Agreement.pdf

The Agreement is approved by Legal.

Gregory T. Stewart
County Attorney
Okaloosa County, Florida

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

From: Allyson Oury <aoury@myokaloosa.com>
Sent: Tuesday, August 13, 2019 5:37 PM
To: Greg Stewart <gstewart@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Tracy Stage <tstage@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Subject: Airports OCSO Agreement - County Coordination

Greg/Edith/Karen,

Please find attached the final version of the Airports Department agreement with OCSO that we are still targeting for the 8/20 BCC meeting.

Please reply with your legal/risk concurrence for our coordination documentation.

Thank you,

Allyson Oury, CPA
Airports Deputy Director - Finance
Okaloosa County
(850) 651-7160 Ext. 4
<http://www.flyvps.com>

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DeRita Mason

From: Edith Gibson
Sent: Wednesday, August 14, 2019 7:48 AM
To: Greg Stewart; Allyson Oury; Karen Donaldson; Tracy Stage; DeRita Mason
Cc: Lynn Hoshihara; 'Parsons, Kerry'
Subject: Re: Airports OCSO Agreement - County Coordination

Good morning

With the counsel of Mr. Stewart, Risk Mgt. approves

Thank you,

Edith Gibson

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Greg Stewart <gstewart@myokaloosa.com>
Date: 8/13/19 6:38 PM (GMT-05:00)
To: Allyson Oury <aoury@myokaloosa.com>, Edith Gibson <egibson@myokaloosa.com>, Karen Donaldson <kdonaldson@myokaloosa.com>, Tracy Stage <tstage@myokaloosa.com>, DeRita Mason <dmason@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>, "Parsons, Kerry" <KParsons@ngn-tally.com>
Subject: FW: Airports OCSO Agreement - County Coordination

The Agreement is approved by Legal.

Gregory T. Stewart
County Attorney
Okaloosa County, Florida

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Cc: Tracy Stage <tstage@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Subject: Airports OCSO Agreement - County Coordination

Greg/Edith/Karen,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2019

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.

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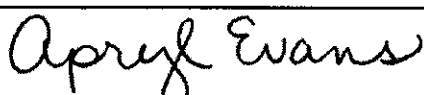
PRODUCER Florida Sheriffs Risk Management Fund 2090 Summit Lake Dr. Tallahassee, FL 32317	CONTACT NAME: Apryl Evans, CIC, ARM
	PHONE (A/C, No, Ext): 850-320-6880 ext. 6903 FAX (A/C, No): 850-320-6939 E-MAIL ADDRESS:
INSURED Okaloosa County Sheriff's Office 50 2nd St. Shalimar, FL 32579	INSURER(S) AFFORDING COVERAGE
	INSURER A: FLORIDA SHERIFFS SELF-INSURANCE PROGRAM
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
INSURER F:	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Law Enforcement Professional Liability including Premises Liability			19-FSRMF-46	10-1-18	10-1-19	\$5,000,000 each occurrence; \$10,000,000 annual aggregate; \$1,000,000 additional insured limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Airport Operations

CERTIFICATE HOLDER and Additional Insured Okaloosa County Board of County Commissioners 5479 A Old Bethel Road Crestview, FL 32536	CANCELLATION 10 DAY WRITTEN NOTICE SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/13/201

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PRODUCER Florida Sheriffs Risk Management Fund P.O. Box 12909 Tallahassee, FL 32317	CONTACT NAME: Wendy M. Ross
	PHONE (A/C, No. Ext): 850-320-6880 ext. 6908 FAX (A/C, No.): 850-320-6939 E-MAIL ADDRESS: wendy.ross@fstrmf.org
INSURED Okaloosa County Sheriff's Office 50 Second Street Shallmar, FL 32579	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: SHERIFF'S AUTOMOBILE RISK PROGRAM (SHARP)
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

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

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PHYSICAL DAMAGE COVERAGE SUBJECT TO \$500 DEDUCTIBLE COMP & COLLISION		19-FSRMF-46	10-01-18	10-01-19	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 200,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ Included in BI Limit
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Limits provided are based on sovereign immunity limits per Florida Statute

CERTIFICATE HOLDER Additional Insured: Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	CANCELLATION 30 DAY WRITTEN NOTICE SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Wendy M. Ross</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2019

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PRODUCER Florida Sheriffs Risk Management Fund P.O. Box 12909 Tallahassee, FL 32317	CONTACT NAME: Jackie Terr PHONE (A/C, No, Ext): 850-320-6880 FAX (A/C, No): 850-320-6939 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : FL Sheriffs Workers' Compensation Self Insurance Program INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Okaloosa County Sheriff's Office 1250 N. Eglin Parkway Shalimar, FL 32579	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	19-FSRMF-46	10/01/18	10/01/19	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Okaloosa County Airport Operations
Workers' Compensation coverage applicable to law enforcement officers when performing law enforcement duties.

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners 5479A Old Bethel Road Crestview, FL 32536	CANCELLATION 30 DAY WRITTEN NOTICE SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jackie Terr</i>
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**AGREEMENT FOR SECURITY, LAW ENFORCEMENT
AND AIRPORT OPERATIONS CENTER SERVICES AT
OKALOOSA COUNTY AIRPORTS**

This Agreement for Security, Law Enforcement and Communication Services at the Okaloosa County Airports (the "Agreement") is entered into by and between the Sheriff of Okaloosa County, Florida (the "SHERIFF") and the Okaloosa Board of County Commissioners (the "COUNTY").

WHEREAS, Okaloosa County operates three airport facilities within the County for the benefit of its citizens; and

WHEREAS, these facilities consist of the Destin Fort Walton Beach Airport, the Bob Sikes Airport located in Crestview and the Destin Executive Airport located in Destin (collectively, the "County's Airports"); and

WHEREAS, there is a need for professional law enforcement services for the protection of the public, to provide security at the County's Airports and to coordinate with the efforts of the Airport staff and the Transportation Security Administration (the "TSA"); and

WHEREAS, the Sheriff's Office of Okaloosa County is a certified and qualified entity to provide such security and law enforcement services at the County's Airports; and

WHEREAS, the County believes that it would be effective and efficient for the provision of law enforcement services to be provided by the Sheriff, pursuant to this Agreement; and

WHEREAS, certain efficiencies can be achieved by the transferring and consolidating the Airport Operations Center at the County Airports to the Sheriff's Office.

NOW, THEREFORE, in consideration of the mutual covenants and consideration contained herein, the sufficiency of which is acknowledged by all, the parties hereto agree as follows:

PURPOSE:

- A) The purpose of this Agreement is for the SHERIFF to provide law enforcement and security services at the County's Airports and the transferring of Airport Operations Center (AOC) services to the SHERIFF. The services shall consist of the supplying of security and law enforcement services at the County's Airports, including the fair, impartial and non-discriminatory enforcement of all pertinent Federal, State, and local laws, including traffic laws, regulations and county ordinances. Further, the AOC services at the airport shall be assumed by the SHERIFF.

- B) It is the intent of this Agreement that deputies assigned to perform these services at the County's Airports will be familiar with CFR's 1540, 1542 and 1544, FAR Part 139 and all other pertinent provisions of law which will be applicable to the administration and operation of the County's Airports.
- C) It shall be the responsibility of the Airports Director to establish policy and make final determinations regarding TSA regulations and airport security matters not involving law enforcement services under this Agreement.

SCOPE OF SERVICES:

SECURITY SERVICES and AIRPORT OPERATIONS CENTER (AOC) SERVICES

- A) The SHERIFF shall provide such services and staffing as set forth in Attachment "A" (the "Security Scope of Services") and "B" (the "Airport Operations Center (AOC) Scope of Services")
 - 1) The SHERIFF shall provide, for review and approval by the COUNTY, an organizational chart and budget at beginning of the Term and annually thereafter.
 - 2) Representatives of the SHERIFF and the COUNTY shall periodically meet to review the Scope of Services to determine that the appropriate level of security is being provided referencing the Airport Security Unit Organizational Chart and shift coverages, as set forth in Attachment "C".
- B) Deputies and assigned staff to the Airports shall be required to abide by all rules and regulations of the Sheriff and the County's Airports. In case of conflict of these rules and regulations, the Airports Director or designee and the SHERIFF, or designee shall resolve such conflict in writing. Until such time that the conflict is resolved, the General Orders and Standard Operating Procedures of the Sheriff's Office shall be controlling.
- C) While on duty, deputies assigned to the Airports will not be called off County Airport properties to attend or respond to other law enforcement matters except in case of an extreme emergency or as first responder to an accident on the roadway immediately adjacent to a County Airport. In the latter case, the deputy shall return to his/her assigned County Airport as soon as other law enforcement personnel have arrived on scene.

FIXED ASSETS:

The COUNTY has previously transferred to the SHERIFF certain vehicles and other equipment which had been available and such vehicles and equipment shall continue to be utilized for the provision of law enforcement services at the County's Airports as they have prior to this Agreement.

TERMS:

- A) This Agreement shall initially be effective from October 1, 2019 and ending September 30, 2020. Such Agreement may be renewed and extended for additional one-year terms upon the written agreement of the parties. There is no limitation on the number of one-year renewals and extensions that may be entered into between the parties and the amounts of reimbursements may be adjusted in these renewals and extensions.
- B) Representatives of the SHERIFF and representatives of the COUNTY will meet as needed during the Term to review the schedule for provisions of law enforcement and AOC services at the Airports.
- C) This Agreement may be amended at any time during its term, with the mutual consent of the parties to address changing demands and regulatory requirements for any of the County Airports.

REIMBURSEMENT:

- A) The SHERIFF shall be reimbursed for the expenditures and services provided as set forth on Attachment "D."
- B) The amount shall be paid to the SHERIFF in twelve (12) equal monthly installments beginning October 1, 2019 and ending September 1, 2020.
- C) The SHERIFF will provide a proposed annual budget no later than May 1st for the upcoming Fiscal Year contract negotiations and budget process planning.
- D) The SHERIFF will provide a monthly staffing report in arrears of services provided for the Airport's use in seeking any available reimbursement from the TSA.
- E) COUNTY will pay a one-time fee of \$11,900 to the SHERIFF for the procurement of a new canine unit to be based at the Destin-Fort Walton Beach Airport and utilized at all county airports. This one-time expense will cover the cost of the dog, explosive detection training for the animal and canine handler training costs. This one-time fee is already incorporated in the amounts set forth on Attachment "D" and does not need to be paid separate from those payments.
- F) COUNTY will pay a one-time fee to the SHERIFF for the transfer of accrued sick and annual leave balances, as of October 1, 2019, for any County employees who are selected to fill the new Airport Communications Specialist positions. This amount will be calculated by multiplying the available hours for each eligible employee at the transition date by their current County hourly rate of pay. This amount will not be determined until after the final pay period which includes September 30, 2019. The value of the leave balances transferred will be paid to the SHERIFF in a single lump-sum, after the

documentation for the transferred leave balances is finalized and approved by both parties. This amount is estimated to be approximately \$30,000.

PERSONNEL:

- A) The parties agree that as a result of the special needs required at the County's Airport, the COUNTY may provide input in the selection process of deputies and communications specialists in the AOC for service at the County's Airports. The Sheriff shall retain full control over personnel decisions and assignments.
- B) Each deputy assigned to the County's Airports must meet the minimum qualifications as required by the Criminal Justice Standards and Training Commission, Florida Department of Law Enforcement.
- C) The COUNTY reserves the right to request the replacement of any deputy or communications specialists assigned to the County Airports. The SHERIFF will make all reasonable accommodations to satisfy the COUNTY'S request but will make the final determination regarding personnel decisions and assignments.

BENEFITS:

- A) Vacation, Sick Leave and Training:
 - 1) The SHERIFF will ensure law enforcement and AOC staff coverage at the County's Airports during vacations, sick leaves and training of deputies and AOC staff assigned to the County's Airports in accordance with OCSO policies and procedures.
 - 2) Training of the deputies will be scheduled so as not to interfere with the normal or special activities which require law enforcement coverage at the County's Airports.
 - 3) Deputies assigned to the Airports may be required to attend specialized or advanced TSA Security Training as required for the position.
 - 4) The SHERIFF will provide the deputies with all of the necessary, standard and specialized law enforcement or communications equipment that the deputies will need to fulfill their duties as deputies providing full enforcement services to the County's Airports.
- B) Deputies assigned to the Airports remain employees of the SHERIFF who shall be responsible for, providing that the deputies which provide services at the County's Airports shall have all insurance coverage, Workers' Compensation, liability coverage and other employee benefits normally provided by the SHERIFF for other similarly situated employees.

- C) AOC personnel shall be classified in accordance with the procedures of the SHERIFF and shall be entitled to all insurance coverage, Workers' Compensation, liability coverage and other employee benefits normally provided by the SHERIFF for other similarly situated employees.

INSURANCE REQUIREMENTS AND LIABILITY

- A) During the performance of this Agreement, including any renewal periods, the SHERIFF, for himself, his assignees, and successors in interest (hereinafter referred to as the "SHERIFF") agrees that he The SHERIFF shall maintain the required insurance coverage as set forth on Attachment "E".
- B) The SHERIFF shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.

INDEPENDENT CONTRACTOR

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

FEDERAL REQUIREMENTS

During the performance of this Agreement, including any renewal periods, the SHERIFF, for himself, his assignees, and successors in interest (hereinafter referred to as the "SHERIFF") agrees that he shall remain in compliance with all of the Non-Discrimination Requirements as contained in Attachment "F".

THIRD PARTY BENEFICIARY

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

PUBLIC RECORDS

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

- 2- The Sheriff, a Constitutional County Officer, also has the statutory duty to maintain and provide public records relating to this contract.**

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT OKALOOSA COUNTY SHERIFF'S OFFICE 50 2ND STREET SHALIMAR, FL 32579 PHONE: (850)651-7410.

The Sheriff and the County shall comply with the public records laws, Florida Statute Chapter 119, specifically both parties shall:

- A) Keep and maintain public records required by the County to perform the service.
- B) Upon request from either party's custodian of public records, provide the requesting party 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) Both parties shall 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.
- D) Upon completion of the contract, County and the Sheriff shall maintain public records in their possession required by the County to perform the service. The Sheriff and the County shall keep and maintain public records upon completion of the contract and shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

TERMINATION:

Either party may terminate this Agreement upon ninety (90) days written notice. Such notice will be hand delivered or sent via certified mail.

ENTIRE AGREEMENT:

- A) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and all prior agreements, understanding and negotiations are merged into this Agreement. This Agreement shall not be modified except in writing and signed by both parties.
- B) A waiver by either Party of a breach or violation of any provision of this Agreement shall not operate, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

DISPUTE:

The Parties agree that in the event litigation or arbitration is required to enforce the terms of this Agreement, the prevailing Party in any such proceeding shall be entitled to recover actual costs incurred, including a reasonable attorney's fee.

SEVERABILITY:

Should any provision of this Agreement be held unenforceable or void, in whole or in part, the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and lack of enforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect.

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

SHERIFF OF OKALOOSA COUNTY

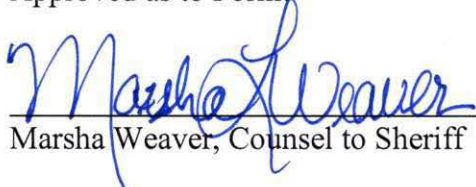


Larry Ashley, Sheriff

8/14/19

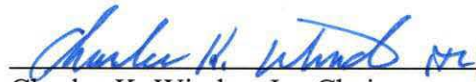
Date Signed

Approved as to Form:



Marsha Weaver, Counsel to Sheriff

OKALOOSA COUNTY BOARD OF
COUNTY COMMISSIONERS




Charles K. Windes, Jr., Chairman



AUG 20 2019

Date Signed

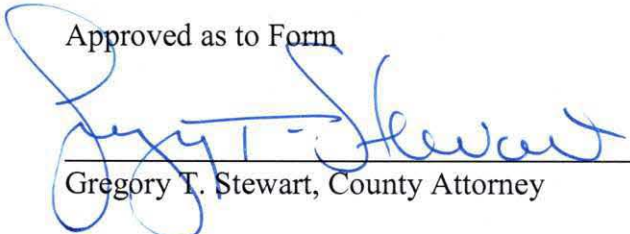
Attest:



J. D. Peacock, Clerk of the Court



Approved as to Form



Gregory T. Stewart, County Attorney

ATTACHMENT "A"

SECURITY SCOPE OF SERVICES

Attachment "A"

Security Scope of Services

The following items shall be included within the Security Scope of Services to be provided by the SHERIFF:

SHERIFF will be responsible for law enforcement protection and the traveling public's security to include traffic control, criminal investigations, airport community oriented policing, airport security, enforcement of local, state and federal laws at the airport and providing any and all necessary resources to respond to any elevated threat levels or emergency situations.

- A) **VPS:** The primary function is to provide law enforcement protection for the traveling public and the security of all airport facilities, landside and airside within the 130-acre leasehold on Eglin AFB. The Airports Security Plan details law enforcement requirements related to TSA regulatory compliance. The below resource requirement could also increase/decrease and the agreement should be flexible to allow the addition of personnel during the peak season.
 - Minimum of three (3) deputies on duty for day shift and minimum of two (2) deputies for night shift (7 days a week)
 - Minimum of one (1) supervisor on duty 8AM – 5PM (M-F) or as necessary.
- B) **CEW:** The primary function is to provide law enforcement protection for the traveling public and the security of airport facilities, landside and airside with a minimum of twice daily staggered patrols of all hangars, FBOs, airport facilities and associated grounds both landside and airside with routine visits to employees workplaces to ensure presence and visibility. Immediate response to any ground or air emergency: aircraft, personnel or property. The CEW Airport Security Plan details the airports requirements.
- C) **DTS:** The primary function is to provide law enforcement protection for the traveling public and the security of airport facilities, landside and airside with a minimum of twice daily staggered patrols of all hangars, FBOs, ATCT, airport facilities and associated grounds both landside and airside with routine visits to employees workplaces to ensure presence and visibility. Immediate response to any ground or air emergency: aircraft, personnel or property. The DTS Airport Security Plan details the airports requirements.
- D) **Canine Team:** Team will be assigned to the Destin-Fort Walton Beach Airport-Airports Security Unit and on-call 24/7/365 to the Okaloosa County Airports.

ATTACHMENT “B”

AIRPORT OPERATIONS CENTER SCOPE OF SERVICES

Attachment "B"

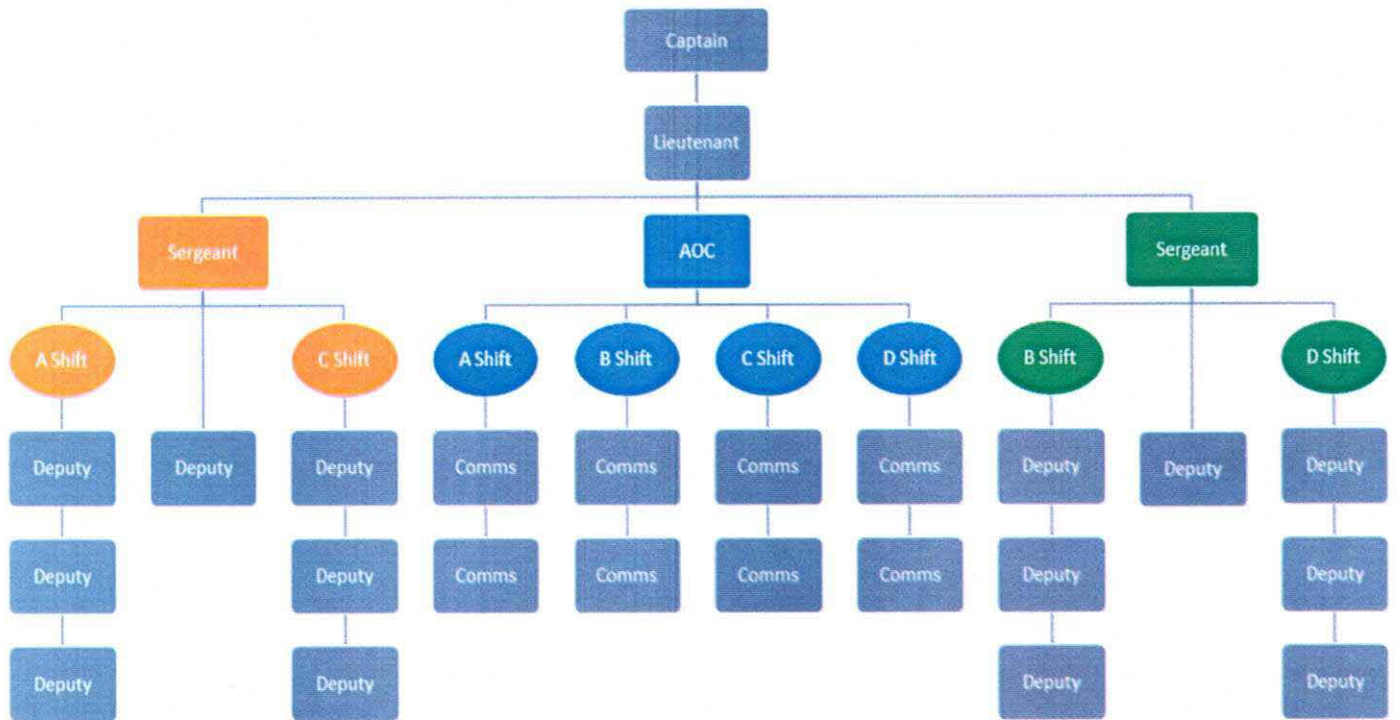
Airport Operations Center (AOC) Scope of Services

The following items shall be included within the Communication Scope of Services to be provided by the SHERIFF:

1. The Okaloosa County Sheriff's Office will provide all staffing, training, response requirements and regulatory action to meet the airports requirements in conformance with the Airports Security Plan, Airports Certification Manual and the Airports Emergency Plan, twenty-four (24) hours a day, seven (7) days a week.
2. Add eight (8) Airports Communications Specialist positions beginning on Oct 1, 2019.
3. Staffing Requirements: Minimum staffing to meet operational requirements 24/7/365, reference Airport Security Unit Organizational Chart (Attachment "C").
4. AOC duties include, but are not limited to:
 - Answering phone calls from the general public and airport personnel
 - Annotating all radio communication by entering call information onto daily log
 - Sending notifications of NOTAMs for VPS for any change in the condition of airfield
 - Monitors cameras and CCTV to ensure safety of passengers, staff and security of doors and SIDA area
 - Creating/sending Ground Advisories for awareness during VPS Maintenance operations on the ramp (mowing/painting)
 - Emailing/calling about security incidents to notify the Airport Security Coordinator
 - Emailing/calling appropriate parties for general situations/issues that arise that are out of the ordinary (such as unruly passengers, parking issues, baggage diversions)
 - Sending notifications of emergencies to appropriate airport staff, such as medical and fire emergencies
 - Creating/emailing weekly airline flight schedule used by TSA, Airport Maintenance, Operations, and tenants for planning purposes
 - Using the flight schedule to annotate aircraft parking spots for aircraft that remain overnight unscheduled
 - Monitor flight arrivals and departures and make notifications of significant delays or interruptions
 - Review/bookmark CCTV video footage, as requested by management
 - Deactivating/reactivating SIDA badges, as needed
 - Input all work orders including those for Maintenance, Administration, Operations, and tenants, and provide status of work order, as requested.
 - Notify staff of severe weather events
 - Calling airport tenants when there is lightning with 5 miles (which causes delays with ground ops and LEO/MX response)
 - Making overhead public address announcements, as needed

- Assisting with Lost & Found by checking the online log when passengers call to inquire on lost items after hours
- Adherence to the Standard Operating Procedures

ATTACHMENT “C”
AIRPORT SECURITY UNIT ORGANIZATIONAL CHART
OCTOBER 1, 2019



ATTACHMENT "D"
REIMBURSEMENT FOR FY 19-20

Attachment D - Airport Security Unit FY 2020 Budget Worksheet

	FY 2020 Proposed FTE = 26	
Personnel Expenses		
Regular Payroll	\$	1,275,738
Social Security		97,844
Retirement		280,720
Workers Compensation		84,676
Insurance		252,370
Total Personnel		\$ 1,991,348
Operational Expenses		
Professional Liability	\$	22,649
Automobile Liability		11,799
Automobile Collision		2,335
Auto Repair and Maintenance		11,700
Tires		10,260
Fuel		50,784
Less Off-Duty Use*		(3,780)
Uniforms & Duty Gear		14,153
Equipment Credit		-
K-9 Maintenance		2,000
Software Licenses		8,820
MIFI/Cell Service		10,320
Cameras		18,870
Portable Radios		1,530
Support Allocation		298,064
Total Operational		\$ 459,504
Capital Expense		
Vehicles	\$	99,085
Computers		1,881
K9		11,900
Total Capital		\$ 112,866
TOTAL CONTRACT		\$ 2,563,718

* "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"
REQUIRED INSURANCE

GENERAL INSURANCE REQUIREMENTS

SHERIFFS' INSURANCE

1. The SHERIFF 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.
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 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-days prior written notice to the Respondent.
6. The County reserves the right at any time to require the SHERIFF to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the SHERIFF 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 SHERIFF 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 SHERIFF 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. SHERIFF must be in compliance with all applicable State and Federal Worker' Compensation Laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

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 \$200,000 per person/\$300,000 per accident. If the SHERIFF does not own vehicles, the SHERIFF 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. SHERIFF must maintain this insurance coverage throughout the life of this agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The SHERIFF shall carry Commercial General Liability insurance against claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the SHERIFF.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply to the agency included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the SHERIFF shall notify the County representative in writing. The SHERIFF shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

3. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractor’s Liability
 - 4.) Completed Operations and Products Liability
 - 5.) Contractual Liability

4. SHERIFF shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.

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	
	a.) State	Statutory
	b.) Employer’s Liability	\$500,000 each accident
2.	Business Automobile	\$200,000 per person /\$300,000 per accident
3.	Commercial General Liability Included in Law Enforcement Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence For Products and Completed Operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The SHERIFF 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 Respondent’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 Respondent 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, Respondent 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 Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name and number 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, 5479-A Old Bethel Rd, Crestview, Florida, 32536.
2. The SHERIFF 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 the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the SHERIFF 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 SHERIFF 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 Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured including the County.
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 Respondent 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 SHERIFF 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 Respondent of any responsibility under this contract.

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

UMBRELLA INSURANCE

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

ATTACHMENT "F"

FEDERAL NON-DISCRIMINATION REQUIREMENTS

ATTACHMENT "F"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the SHERIFF, for itself, its assignees, and successors in interest (hereinafter referred to as the "SHERIFF") agrees as follows:

Compliance with Regulations: The SHERIFF (hereinafter includes consultants) 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 by reference and made a part of this contract.

Non-discrimination: The SHERIFF, with regard to the work performed by it during the contract, 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 SHERIFF 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.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the SHERIFF 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 SHERIFF of the SHERIFF's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The SHERIFF 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a SHERIFF is in the exclusive possession of another who fails or refuses to furnish the information, the SHERIFF will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a SHERIFF's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions

as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

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

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 SHERIFF, for itself, its assignees, and successors in interest (hereinafter referred to as the "SHERIFF") 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 SHERIFFs, 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;

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 *SHERIFF* has full responsibility to monitor compliance to the referenced statute or regulation. The *SHERIFF* 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. SHERIFF must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The SHERIFF 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). SHERIFF 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 SHERIFF is not enrolled as a Federal Contractor in E-Verify at time of contract award, the SHERIFF shall-
 - a. Enroll. Enroll as a Federal SHERIFF in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. 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 SHERIFF, 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,
 - c. 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 SHERIFF is enrolled as a Federal Contractor in E-Verify at time of contract award, the SHERIFF shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The SHERIFF shall initiate verification of all new hires of the SHERIFF, 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
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal SHERIFF in E-Verify, the SHERIFF shall initiate verification of all new hires of the SHERIFF, 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. Employees assigned to the contract. For each employee assigned to the contract, the SHERIFF 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 SHERIFF 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 SHERIFF may choose to verify only employees assigned to the contract, whether existing employees or new hires. The SHERIFF 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 SHERIFF may elect to verify all existing employees hired after November 6, 2008 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The SHERIFF 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 SHERIFF's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The SHERIFF 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 SHERIFF's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the SHERIFF, 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 SHERIFF is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the SHERIFF, then the SHERIFF 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 SHERIFF 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 SHERIFF 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 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 SHERIFFs.

Subcontracts. The SHERIFF 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.