

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/15/2016

Contract/Lease Control #: C16-2444-TDD

Bid #: N/A

Contract/Lease Type: INTERLOCAL AGREEMENT

Award To/Lessee: OKALOOSA ISLAND FIRE DISTRICT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/08/2016

Term: INDEFINITE

Description of Contract/Lease: PROVIDE SAFETY/TRAINING/ AND PROTECTION

Department: TDD

Department Monitor: DUNWORTH

Monitor's Telephone #: 850-609-5385

Monitor's FAX # or E-mail: cdunworth@co.okaloosa.fl.us

Closed: _____

cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2017

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

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

PRODUCER Fuller Insurance LLC PO Box 1583 Santa Rosa Beach FL 32459	<div style="border: 2px solid blue; padding: 5px; color: blue; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="color: red; font-weight: bold; font-size: 1.2em;">SEP 19 2018</div> <div style="color: blue; font-weight: bold;">BY: <u>Purch</u></div>	CONTACT NAME: Ron Clark PHONE (A/C, No, Ext): (850) 622-5283 FAX (A/C, No): (850) 622-5287 E-MAIL ADDRESS: valerie@fullerinsurance.us
		INSURER(S) AFFORDING COVERAGE
INSURED Okaloosa Island Fire District 104 Santa Rosa Blvd Fort Walton Beach FL 32548	INSURER A: Arch Ins Co 11150	INSURER B:
	INSURER C:	INSURER D:
	INSURER E:	INSURER F:

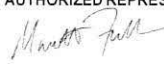
COVERAGES **CERTIFICATE NUMBER:** Cert ID 1163 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MEPK08136505	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		MEPK08136505	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		MEUM08085005	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Aggregate \$ 2,000,000
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County is Additional Insured and Certificate Holder.

C16-2444-TOD

CERTIFICATE HOLDER Okaloosa County 602-C N Pearl St Crestview FL 32536	CANCELLATION 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 
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CERTIFICATE OF COVERAGE

ISSUED ON: 9/19/2018

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: _____ COVERAGE PERIOD: 10/1/2016 TO 10/1/2018 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage 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 coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder
Okaloosa County
5479A Old Bethel Road
Crestview, FL 32536

Designated Member
Okaloosa Island Fire District
104 Santa Rosa Blvd
Fort Walton, FL 32548

LIABILITY COVERAGE
Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury

Limit
Public Officials Liability
Limit
Employment Practices Liability
Limit
Employee Benefits Liability
Limit
Law Enforcement Liability
Limit

WORKERS' COMPENSATION COVERAGE
WC AGREEMENT NUMBER: WC2FL1 0464203 16-07

Self Insured Workers' Compensation

 Statutory Workers' Compensation

 Employers Liability
\$1,000,000 Each Accident
\$1,000,000 By Disease
\$1,000,000 Aggregate Disease

PROPERTY COVERAGE
Buildings & Personal Property
Limit
Note: See coverage agreement for details on wind, flood, and other deductibles.
Rented, Borrowed and Leased Equipment
Limit
Total All other Inland Marine
Limit

AUTOMOBILE COVERAGE
Automobile Liability
Limit

All Owned
Specifically Described Autos
Hired Autos
Non-Owned Autos

Automobile Physical Damage

Comprehensive
Collision
Hired Auto with limit of

Garage Keepers

Liability Limit
Liability Deductible
Comprehensive Deductible
Collision Deductible

CRIME COVERAGE
Employee Dishonesty

Forgery or Alteration

Theft Disappearance & Destruction

Computer Fraud

NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

Description of Operations/ Locations/ Vehicles/Special items:

Okaloosa County 5479A Old Bethel Road Crestview, FL 32536

This section completed by member's agent, who bears complete responsibility and liability for its accuracy.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator
Public Risk Underwriters®
P.O. Box 958455
Lake Mary, FL 32795-8465

CANCELLATIONS
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES

Producer
Bouchard Insurance - Ft Myers
8191 College Parkway
Suite 202
Fort Myers, FL 33919

AUTHORIZED REPRESENTATIVE

C16-2444-TOD

Preferred

September 19, 2018

Okaloosa County
5479A Old Bethel Road
Crestview, FL 32536

Re: Coverage Agreement -
Okaloosa Island Fire District
Effective Date: 10/01/2016 to 10/01/2018

To Whom It May Concern:

Preferred Governmental Insurance Trust is unable to name non-governmental entities as an additional covered party due to Florida Statute 768.28.

Non-governmental entities do not enjoy sovereign immunity protection under Florida law. Coverage through the Preferred Governmental Insurance Trust is predicated upon the concept of sovereign immunity among all its members. Accordingly, entities which are not eligible for sovereign immunity protection under F.S. 768.28 may not be an additional covered party under the Preferred coverage agreement.

We appreciate your understanding.

Margaret E. Gross, CPCU
Director of Underwriting

If Additional Covered Party status was not requested on the attached certificate, the provisions in this letter do not apply.

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Search Results

Current Search Terms: okaloosa* island* FIRE* district*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To [print your complete search results, you can download the PDF and print it.](#)

No records found for current search.

Glossary

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Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**INTERLOCAL AGREEMENT FOR
FIRE PROTECTION AND TRAINING SERVICES**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the effective date below, by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "the County") and OKALOOSA ISLAND FIRE DISTRICT, an independent special district (hereinafter referred to as "the District").

WHEREAS, the County finds that enhancing the safety of its convention center is an essential component of promoting the sub-county taxing district as a tourist destination; and

WHEREAS, the provision of fire protection services and training will promote safety and encourage enjoyment of the convention center; and

WHEREAS, the District has offered to render certain fire protection and training services as more fully described in this Agreement, and has the qualifications, experience and resources to perform such services; and

WHEREAS, the County determines it would be in the best interest of the health, safety and welfare of its citizens and visitors to enter into this Agreement with the District for the rendering of those services described in this Agreement.

NOW, THEREFORE, acting pursuant to their statutory authority and in consideration of the mutual covenants and agreements of the parties, the County and the District agree as follows:

Section 1. Recitals. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

Section 2. District's Responsibilities. The District shall provide certain fire protection and training services as more fully described in the Scope of Services set forth in EXHIBIT A attached hereto and incorporated by reference.

The District shall provide a point-of-contact for the services provided under this Agreement. The point of contact shall be available to the County at all times as necessary for the proper performance of this Agreement by the District.

Section 3. Compensation. The County agrees to pay the District in accordance with the rates set forth in EXHIBIT A. Payment shall be made after services have been rendered and upon receipt of an invoice. Invoicing detail shall be in sufficient detail for pre- and post-audit review to ensure the services were performed and that the correct amount has been invoiced.

Rates may be adjusted upon mutual agreement by both parties in writing.

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

Section 4. Use of County Funds. The funds set forth in Section 3 above shall be used to pay for costs and expenses as set forth in EXHIBIT A. The parties acknowledge that these services are being funded exclusively through proceeds of the Tourist Development Taxes levied by the Okaloosa County Board of County Commissioners. In the event that it is legally determined that such Tax proceeds may not be used for these purposes, then this Agreement shall terminate immediately with services previously rendered by the District being payable as described under Section 5 below.

Section 5. Non-Appropriation of Funds. The District hereby acknowledges that this Agreement is completely dependent on the appropriation of legally available funds by the County and agrees that in the event such funds are not appropriated for any reason this Agreement shall terminate and be considered as void. If the Agreement is terminated by the County as provided herein, the District will be paid the prorated amount for services actually performed up to the date of termination.

Section 6. Effective Date and Term of Agreement. This Agreement shall be effective upon the execution by all parties and shall remain in effect until terminated by either party.

Section 7. Termination. Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party of its intent to terminate this Agreement.

Section 8. Records & Audit. For the services performed under this Agreement, the District shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the District in connection with the services performed under this Agreement.

The County shall have the right from time to time at its sole expense to audit the compliance by the District with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'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.

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

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor 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.

Section 9. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

Section 10. Authority. Each party represents and warrants that it, through its elected board, has the right, power, and authority to execute and deliver this Agreement and to perform all of the obligations stated herein.

Section 11. Notice. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows:

County Administrator
Okaloosa County
1250 N Eglin Pkwy
Suite 102
Shalimar, FL 32579

As to the District as follows:

Fire Chief
Okaloosa Island Fire District
104 Santa Rosa Blvd.
Fort Walton Beach, FL 32548

Section 12. Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties.

Section 13. Governing Law and Venue. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

Section 14. Construction. The parties acknowledge and agree that this Agreement has been drafted jointly by the parties and that no uncertainty or ambiguity as to the proper application or interpretation of the Agreement or any term herein is to be construed against either party as the drafter of the Agreement.

Section 15. Assignment. This Agreement shall not be assigned except by written consent of the parties.

Section 16. Indemnification.

- A) Subject to the limitations provided in section 768.28, Florida Statutes, and without otherwise waiving sovereign immunity, the District shall indemnify and hold harmless the County from and against any and all third party claims, demands, damages, losses, and expenses, including attorney's fees and costs, arising out of the County's participation in this Agreement, except for those claims, demands, damages, losses, and expenses arising out of the County's negligence, malfeasance, nonfeasance, or misfeasance.

- B) Subject to the limitations provided in section 768.28, Florida Statutes, and without otherwise waiving sovereign immunity, the County shall indemnify and hold harmless the District from and against any and all third party claims, demands, damages, losses and expenses, including attorney's fees and costs, arising out of the District's participation in this Agreement, except for those claims, demands, damages, losses and expenses arising out of the District's negligence, malfeasance, nonfeasance, or misfeasance.

Section 17. Severability. If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement on the date and year first above written.

**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**

By: Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman

Dated: 9/8/16

ATTEST:

By: J.D. Peacock II
J.D. Peacock II, Clerk

OKALOOSA ISLAND FIRE DISTRICT

By: Catherine A. Jones
Catherine A. Jones, Chairman

Dated: August 17, 2016

ATTEST:

By: Mike Mitchell
Mike Mitchell, Secretary/Treasurer

EXHIBIT A
SCOPE OF SERVICES

Fire Watch:

The District and County shall determine the level of Fire Watch required based on the event that is scheduled. The County may request a Level 1 or Level 2 based on the event and client's needs as determined by ECCC staff. A Level 3 will be required by the District whenever an event will exceed (or can reasonably be expected to exceed) 2,200 persons in the venue at one time.

Level 1 Fire Watch - \$30.00 per hour (1 Fire Personnel provided)

Level 2 Fire Watch - \$60.00 per hour (2 Fire Personnel and *Fire Engine provided)

Level 3 Fire Watch - \$90.00 per hour (3 Fire Personnel and *Fire Engine provided)

The District requires a two hour minimum for any and all levels.

**Fire Apparatus will be provided whenever available and so as to not interfere with the operations of the Okaloosa Island Fire District.*

Medical, Fire, and Life Safety Training:

The District annually trains ECCC staff for Cardiopulmonary Resuscitation (CPR), use of the Automatic External Defibrillator (AED), and first aid.

CPR /AED/ First Aid - \$15 per person (reviewed annually due to increasing costs)

Bloodborne Pathogens / Infection Control - Free of Charge (provided as a service to keep staff safe and aware of the risks associated with handling biological hazards)

Fire Extinguisher Training:

The District is available to train ECCC staff and security in the proper use of portable fire extinguishers annually upon request - **Free of Charge**

On-Site Training:

The District occasionally requests permission to train its fire personnel and ECCC security staff at the ECCC and works directly with ECCC security to utilize the hallways, roof, etc. during off season, vacant hours of the building. ECCC security staff are involved in this important training of Crowd Management, Active Shooter, Fire Safety, etc. All training is conducted by District personnel – **Free of Charge in exchange for the use of the venue upon ECCC staff approval**

Inspections / Pre-Event Planning:

The District reviews certain events that are of a large scale with ECCC staff and security on site for Fire and Life Safety risks – **Free of Charge**

Plans Review and Permitting for Construction, Renovations and Additions:

The District reviews and approves all building plans for the ECCC - **Free of Charge**

Bayview Plaza:

The District occasionally requests the use of Bayview Plaza when a helicopter medical evacuation is necessary – **Free of Charge upon ECCC staff approval**

INSURANCE REQUIREMENTS

Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until all required insurance has been obtained and such insurance has been approved by the Okaloosa County Risk Management Department.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** 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.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

- A. The **CONTRACTOR** shall secure and maintain during the life of this Agreement Workers' Compensation Insurance for all employees employed including supervision, administration and management personnel. In case any work is sublet with the approval of the County, the **CONTRACTOR** shall require the Subcontractor to provide Workers' Compensation Insurance for all employees. Evidence of such Insurance shall be furnished the County not less than ten (10) days prior to the commencement of any and all subcontracted work.
- B. Such insurance shall comply with the Florida Workers' Compensation Law.
- C. No class of employee, including the contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation Insurance shall also include Employer's Liability coverage.

Business Automobile and Commercial General Liability Insurance

- A. The **CONTRACTOR** shall maintain Business Automobile Liability Insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- B. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Broad Form Property Damage, and Professional Liability.
- C. All liability insurance other than Professional Liability shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this 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 **CONTRACTOR** shall notify the Okaloosa County representative in writing. The **CONTRACTOR** 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.
- D. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
- E. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

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>
A. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
B. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C. Personal and Advertising Injury	\$250,000

Notice of Claims or Litigation

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

Indemnification & Hold Harmless

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless OKALOOSA 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 intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this contract.

Certificate of Insurance

- A. Certificates of Insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
602-C North Pearl Street
Crestview, Florida 32536

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs) greater than \$10,000.
- E. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon

demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

General Terms

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

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

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

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

Umbrella Insurance

The **CONTRACTOR** 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.

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____	Tracking Number: <u>1893-16</u>
Contractor/Lessee Name: <u>Okaloosa Island Fire District</u>	Grant Funded: YES ___ NO ___
Purpose: <u>Interlocal Agreement / Okaloosa Island Fire District</u>	
Date/Term: <u>Upon execution until 30 day written notice to terminate</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>TDD</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Dunworth</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Coordination

Ch. Powell Date: 7/11/2016
Purchasing Manager or Designee ~~Zan Fedorak, Joanne Kublik or Charles Powell~~

Risk Management Review

Approved as written: Attached with Insurance Requirements
Krystal King Date: 7-11-16
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see approval dated 7/11/2016

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or designee
Date: _____

Following Okaloosa County approval:

Contracts & Grants

Document has been received: _____ Date: _____
Contracts & Grants Manager

**TOURIST DEVELOPMENT DEPARTMENT
CONTRACT APPROVAL FORM**

CONTRACTOR NAME: OKALOOSA ISLAND FIRE DISTRICT

PURPOSE: Interlocal Agreement for Fire Protection and Training Service

TERM: Upon execution till thirty (30) days written notice of termination is given.

AMOUNT: Exhibit A to the Interlocal.

I have reviewed the above-referenced Contract and find it to be in compliance with the Tourist Development Department Operations & Procedures Manual, the Okaloosa County Purchasing Manual and applicable local, state and federal laws, rules and regulations.

(Initial applicable authorization)

This approval authorizes the contract to be entered into by the County and executed by the appropriate authorizing official in accordance with the Okaloosa County Purchasing Manual.

This approval authorizes the payment under the Contract to be processed for payment.

APPROVED AS TO FORM AND LEGALITY:


TDD ATTORNEY

 LYNN HOSHIHARA

JULY 11, 2016