

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/28/2022

Contract/Lease Control #: C22-3252-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY SHERIFF'S OFFICE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2022

Expiration Date: INDEFINITE (AMENDED ANNUALLY)

Description of: MARINE LAW ENFORCEMENT SERVICES

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

C22-3252-1000

Procurement/Contract/Lease Number: TRSD Tracking Number: 4908-22  
Procurement/Contractor/Lessee Name: Sherris Office Grant Funded: YES \_\_\_ NO X  
Purpose: manage Law enforcement services  
Date/Term: 12/31/22 1.  GREATER THAN \$100,000  
Department #: 1480 2.  GREATER THAN \$50,000  
Account #: 591086 3.  \$50,000 OR LESS  
Amount: 636,500.00  
Department: TRSD Dept. Monitor Name: Adams

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 8.30.22  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

**2CFR Compliance Review (if required)**  
Approved as written: no Federal buy Grant Name: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator Suzanne Ulloa

**Risk Management Review**  
Approved as written: see email attached Date: 8/30/22  
\_\_\_\_\_  
Risk Manager or designee Kristina LoFria

**County Attorney Review**  
Approved as written: see email attached Date: 8/31/22  
\_\_\_\_\_  
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

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**From:** Lydia Garcia  
**Sent:** Tuesday, August 30, 2022 8:42 AM  
**To:** DeRita Mason; Lynn Hoshihara  
**Cc:** 'Parsons, Kerry'  
**Subject:** RE: FY23 Sheriff contract for coordination  
**Attachments:** FY23 Sheriff Interlocal Agreement.docx

Good Morning All,

The attached FY23 Sheriff Interlocal Agreement approved by Risk Management for insurance purposes.



Kind Regards,

**Lydia Garcia**  
Public Records Request & Contracts Specialist

**OKALOOSA COUNTY BCC**  
Risk Management  
Direct: 850.689.4111  
Fax: 850.689.5973 |  
Email: [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com)

302 N. Wilson St. Suite 301  
Crestview, FL 32539

<https://myokaloosa.com/>

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

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, August 30, 2022 6:30 AM  
**To:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>; Lydia Garcia <[lgarcia@myokaloosa.com](mailto:lgarcia@myokaloosa.com)>  
**Subject:** FW: FY23 Sheriff contract for coordination

Good morning,  
Please review and approve the attached. Also please see highlighted comment below.  
Thank you,

DeRita Mason

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Wednesday, August 31, 2022 3:26 PM  
**To:** DeRita Mason  
**Cc:** 'Parsons, Kerry'; Lydia Garcia  
**Subject:** Re: FY23 Sheriff contract for coordination

This is approved. I also have no objection to the indefinite term with yearly renewals, which will include an amended Exhibit A.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** DeRita Mason  
**Sent:** Tuesday, August 30, 2022 7:30 AM  
**To:** Lynn Hoshihara  
**Cc:** 'Parsons, Kerry'; Lydia Garcia  
**Subject:** FW: FY23 Sheriff contract for coordination

Good morning,  
Please review and approve the attached. Also please see highlighted comment below.  
Thank you,

DeRita Mason



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

**INTERLOCAL AGREEMENT FOR  
MARINE LAW ENFORCEMENT SERVICES**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into on the effective date below by and between OKALOOSA COUNTY, FLORIDA (hereinafter referred to as “the County”) and OKALOOSA COUNTY SHERIFF’S OFFICE (hereinafter referred to as “the Sheriff”).

**WHEREAS**, pursuant to section 125.0104(5)(c), Florida Statutes, the County is authorized to reimburse expenses incurred in providing public safety services which are needed to address impacts related to increased tourism and visitors to an area; and

**WHEREAS**, the County finds that providing public safety services is an essential component of promoting a tourist destination; and

**WHEREAS**, the Sheriff provides law enforcement services which are needed to address impacts related to increased tourism and visitors to the area; and

**WHEREAS**, the County determines it would be in the best interest of the health, safety, and welfare of its citizens and visitors to support the Sheriff for the purposes set forth herein.

**NOW, THEREFORE**, acting pursuant to their statutory authority and in consideration of the mutual covenants and agreements of the parties, the County and the Sheriff 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. Sheriff’s Responsibilities.** The Sheriff shall provide marine law enforcement services as more fully described in the scope of services as set forth in EXHIBIT A attached hereto and incorporated by reference. The Sheriff shall work in coordination with the Destin Fire Control District and Okaloosa County Public Safety Department to provide public safety services to Crab Island.

The Sheriff 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 Sheriff.

The Sheriff shall place the Okaloosa County tourist development logo (“Logo”) on vehicles provided for under this Agreement. Additionally, the Sheriff agrees to work with the County to enhance public safety related marketing efforts. Such marketing efforts may include, but not be limited to, social media development and interaction, public relations and publicity initiatives, and photograph and video relating to public safety.

**Section 3. County’s Responsibilities.** Pursuant to the authority set forth in section 125.0104(5)(c), Florida Statutes, the County agrees to pay the Sheriff an amount not to exceed SIX HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$636,500.00) for services rendered for the fiscal year October 1, 2022 to September 30, 2023 as set forth in EXHIBIT A. Payment shall be made on a reimbursement basis upon receipt of an invoice,

recommendation from the Tourist Development Council and approval from the Board of County Commissioners.

Invoicing detail shall be in sufficient detail for pre- and post-audit review to insure the services were performed and that the correct amount has been invoiced. Invoices shall include backup documentation detailing expenditure transactions, including but not limited to transaction date, vendor name, and purpose of transaction. Invoices shall be itemized such that the description of services performed is consistent with the description of expenses as set forth in EXHIBIT A. The Sheriff is authorized to shift expenses between line items so long as the total annual amount is not exceeded.

Payment may be reduced as necessary to prevent payments for public safety from exceeding the statutory cap amount of 10 percent of the tourist development tax revenue received.

In the event a portion of an invoice submitted to the County for payment to the Sheriff, 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.

*If County funds are provided for reimbursement of the purchase of a capital item – “capital item” means property of a non-consumable nature with a value of \$1,000 or more and normal expected life of one (1) year or more – then the proceeds from subsequent disposal of such capital item (e.g. sale, trade-in, auction) shall be refunded to the County. The County shall retain the right of first refusal prior to the Sheriff’s disposal of any capital item funded by tourist development tax dollars.*

**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 Sheriff being payable as described under Section 5 below.

**Section 5. Non-Appropriation of Funds.** The Sheriff 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 Sheriff 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 on October 1, 2022 and shall remain in effect until terminated by either party in accordance with the provision contained in this Agreement.

Exhibit A shall be amended annually to reflect the fiscal year scope of services and reimbursement amount.

**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 Sheriff 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 Sheriff 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 Sheriff 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.

**Section 9. 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 302 N. WILSON ST, STE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**
2. The Sheriff, as a Constitutional County Officer, also has the statutory duty to maintain and provide public records relating to this contract.

The Sheriff and the County shall comply with the public records laws, Chapter 119, F.S., 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.

- e. Additionally, the Parties agree the County shall maintain a historical server to retain historical Computer Aided Dispatch data, in accordance with the state's retention schedule, to access appropriately retained historical data. The County and Sheriff, if practical, shall have shared access to the server for records access. If shared access is not practical, the County will provide public records upon request.

The Sheriff and the County recognizes that at times, shared network systems and data will need to be accessed to fulfill public records requests. If shared network resources are not available, records or services will be provided by the record custodian or IT system owner.

**Section 10. 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 11. 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 12. 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 Eglin Pkwy N  
Suite 102  
Shalimar, FL 32579

As to the Sheriff as follows:

Sheriff  
Okaloosa County Sheriff's Office  
50 2<sup>nd</sup> Street  
Shalimar, FL 32579

**Section 13. 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 14. 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 15. 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 16. Assignment.** This Agreement shall not be assigned except by consent of the parties.

**Section 17. Indemnification.** Subject to the limitations provided in section 768.28, Florida Statutes, and without otherwise waiving sovereign immunity, both parties shall indemnify and hold harmless the other from and against any and all third party claims, demands, damages, losses, and expenses, including attorney's fees and costs, arising out of this Agreement, except for those claims, demands, damages, losses, and expenses arising out of the other party's negligence, malfeasance, nonfeasance, or misfeasance.

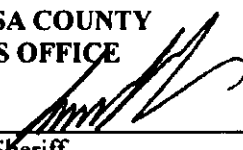
**Section 18. Insurance.** Sheriff agrees to comply with the insurance requirements as set forth in Exhibit B. Exhibit B is expressly incorporated herein as part of the contract.

**Section 19. 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.

**Section 20. Federal Requirements.** During the performance of this Agreement, the parties shall comply with the Federal Regulations as set forth in Exhibit C. Exhibit C is expressly incorporated herein as part of the contract.

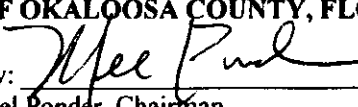
**IN WITNESS WHEREOF,** the parties hereto, by and through the undersigned, have entered into this Agreement.

**OKALOOSA COUNTY  
SHERIFF'S OFFICE**

By:   
Eric Aden, Sheriff

Date: 9/16/22

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

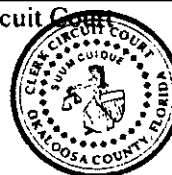
By:   
Mel Ponder, Chairman

Date: SEP 20 2022



ATTEST:

By:   
J.D. Peacock II, Clerk of Circuit Court



**EXHIBIT A**  
**SCOPE OF SERVICES**

Services provided include 2 Deputy Sheriffs/Marine Unit and 2 Deputy Sheriffs/Beach Patrol funded by TDD providing coverage at least 120 hours per week. Duties will include providing public safety, crime prevention, water rescue and recovery, evacuation from all hazards as well as law enforcement. Deputy Sheriffs can enforce county ordinances which cover beach flag systems, vessel encroaching on the beach, fires, animals or glass in beach parks. They will provide a proactive deterrent to crime and unruly behavior, safety education for water hazards such as dangerous sea life and water conditions. Sheriff's Office presence on the water is essential in maintaining safe waterways. Personnel are also available for emergency call out. Areas of coverage include but not limited to all beaches and waterways. Primary focus is on the beach areas and waterways which draw the most tourists. The Crab Island and vessel livery areas account for most vessel violations and crashes. We will endeavor to build a coalition with Destin Fire Control District and Beach Safety to collocate resources on each vessel. This will enable an all hazards response to emergencies. During the shoulder seasons they will complete required training, equipment maintenance, crime prevention and response in the tourist district

Funding for overtime coverage for Spring Break providing for physical arrests and transports is also included herein to be provided on an overtime basis.

Funding for White Point traffic detail is also included herein to be provided on an overtime basis.

**Okaloosa Sheriff**  
 Funding Request due April 15, 2022  
 for expenses to be incurred 10/1/22 - 9/30/23

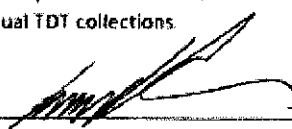
Expenditure Type	Description	TDT Funding	Non-TDT Funding
Wages & Benefits FT	2 FT Marine, 2 FT Beach	407,272	
Wages & Benefits PT			
Overtime	Spring Break/100 Days of Summer/White Point Detail	134,660	
Overtime			
Overtime			
Utility Services			
Rentals & Leases			
Insurance	Professional, Aviation & Auto Liability; Collision	13,358	
Repair & Maintenance	4 Trucks, 4 ATVs, 1 UTV, 1 UAS, Cameras, 2 Boats	14,033	
Printing & Binding			
Promotional Activities			
Office Supplies			
Operating Supplies		14,373	
Uniforms	4 sets	5,542	
Fuel		32,164	
Books/Dues/Publications			
Training			
Capital-Equipment	Drone	15,099	
Capital-Equipment			
Capital-Equipment			
		<b>636,500</b>	

Two Deputy Sheriff/Marine Units and two Deputy Sheriff/Beach Patrol/Beach Safety Units provide public safety, crime prevention, water rescue and recovery, evacuation from all hazards, as any other activities that require enforcement. Areas of coverage include all beaches and waterways. Deputy Sheriff's are the only enforcement entity for county ordinances. Overtime coverage is for the White Point Road, Spring Break details, park safety, and necessary public safety needs surrounding the beaches and waterways as needed to provide additional enforcement in the tourist districts. When required the personnel assigned to these details will conduct physical arrests for violations of Florida Statutes and prisoner transports. We will endeavor to build a coalition with Destin Fire Control District and Beach Safety to co-locate resources on each vessel to enable an all-hazards response to emergencies around Crab Island.

Operations: Last 4 digits of VINs scheduled for replacement:

# of Boats	<u>2</u>	ATV	_____
# of ATVs	<u>4</u>	ATV	_____
# of UTVs	<u>1</u>	UTV	_____
# of PWCs	<u>0</u>	PWC	_____

I attest this request complies with the provisions of section 125.0104 Florida Statutes and County Ordinance 2021-22, and am aware this request will be reviewed for final approval by the TDC and BOCC and is subject to available budget funds and ultimately actual TDT collections.

  
 Applicant Signature

8/24/22  
 Date

**EXHIBIT B**

**GENERAL SERVICES INSURANCE REQUIREMENTS OTHER PUBLIC ENTITY –**

**LAW ENFORCEMENT**

REVISED: 06/19/2018

**CONTRACTORS INSURANCE**

1. The Contractor 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.
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.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. 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.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

**WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the

Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

### **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 \$300,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

### **LAW ENFORCEMENT LIABILITY INSURANCE**

1. The Contractor shall carry Law Enforcement Liability insurance against all other Bodily Injury exposures.
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 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 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.
3. Contractor shall agree to keep in continuous force Law Enforcement Liability coverage for the length of the contract.

## 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. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$300,000 each accident (A combined single limit)
3. Law Enforcement Liability	\$1M each occurrence for Bodily Injury & Property Damage

## NOTICE OF CLAIMS OR LITIGATION

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

## INDEMNIFICATION & HOLD HARMLESS

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

## CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
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. 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.

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

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

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

## **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.

## EXHIBIT C

### **Title VI Clauses for Compliance with Nondiscrimination Requirements**

#### **Compliance with Nondiscrimination Requirements**

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

1. **Compliance with Regulations:** The contractor (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.
2. **Non-discrimination:** The contractor, 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 contractor 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.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor 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 contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor 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 contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor 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.
5. **Sanctions for Noncompliance:** In the event of a contractor’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 contractor under the contract until the contractor complies; and/or



b. Cancelling, terminating, or suspending a contract, in whole or in part.

- 6. Incorporation of Provisions:** The contractor 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 contractor 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 contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor 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 contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing

entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

### **E-VERIFY**

Enrollment and verification requirements.

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

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

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

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

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

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