CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

03/09/2021

Contract/Lease Control #: C20-2925-FLT

Procurement#:

NA

Contract/Lease Type: <u>AGREEMENT</u>

Award To/Lessee:

ONESTEP GPS

Owner/Lessor:

<u>OKALOOSA COUNTY</u>

Effective Date:

03/09/2021

Expiration Date:

03/08/2022

Description of:

GPS MONITORING & TRACKING SERVICES

Department:

<u>FLT</u>

Department Monitor: <u>ALLEN</u>

Monitor's Telephone #: 850-689-5777

Monitor's FAX # or E-mail: <u>JALLEN@MYOKALOOSA.COM</u>

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/27/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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)

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PRO	DUCER				CONTA NAME:	CT Beverly N	farchione				
Da	vid Nunez Insurance Agency, Inc.				PHONE (A/C, N	o. Ext): 818-55	8-3315		FAX (A/C, No):	818-55	58-6350
340	00 W. Victory Blvd				(A/C, N E-MAJL ADDRE	ss: beverly.d	nunez@farmers	sagency.com			
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	CLAIMS-MADE X OCCUR							MED EXP (Any one	person)	\$ 5,00	00
Α		Y	Y	3AA507047		09/25/2021	09/25/2022	PERSONAL & ADV	INJURY	\$ 1,00	00,000
								GENERAL AGGREG	SATE	\$ 2,00	00,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP	P/OP AGG	\$ 2,00	00,000
	POLICY PRO- JECT LOC							Deductible		\$ 250	0
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ŀ	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDEN	VT.	\$	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA E	MPLOYEE	\$	lle van
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					AUTHO	RIZED REPRESE	NTATIVE				

ACORD 25 (2010/05)

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Beverly Marchione

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C20-2925-PLTracking Number: U248
Procurement/Contractor/Lessee Name: Chesty Construction Grant Funded: YES NO
Purpose: nordinal
Date/Term: 3-8-2022 1. GREATER THAN \$100,000
Department #: 5200 2. GREATER THAN \$50,000
Account #: 534900 CS-other 3. 50,000 OR LESS Amount: \$1150 per month
Amount: 150 permante
Department: PLT Dept. Monitor Name: 71/4n
Purchasing Review
Procurement or Contract/Lease requirements are met:
Date: 257
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge
Approved as written: Approved as written: Approved as written: Date:
Grants Coordinator
Risk Management Review
Approved as written: Sel enail allacetts Date: 3-221
Risk Manager or designee Lisa Price
Approved as written: See encel attack Date: 39-201
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:

Tuesday, March 2, 2021 4:42 PM

To:

DeRita Mason

Subject:

FW: C20-2925-FLT

Attachments:

C20-2925-FLT amendment 1.docx

This is approved by Risk for insurance.

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



"Kindness is the language which the deaf can hear and the blind can see"

Mark Twain

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: Lisa Price

Sent: Tuesday, February 23, 2021 4:39 PM

To: Kelly Bird <kbird@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>

Subject: FW: C20-2925-FLT

I need your input on this one please. I wasn't here when this initially was to happen, so if we can review please let me know.

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



"Kindness is the language which the deaf can hear and the blind can see"

Mark Twain

DeRita Mason

From: Hoshihara, Lynn < lhoshihara@ngn-tally.com>

Sent: Monday, March 8, 2021 8:24 AM **To:** DeRita Mason; Jeffrey Hyde

Cc: Parsons, Kerry

Subject:C20-2925-FLT amendment 1.docxAttachments:C20-2925-FLT amendment 1.docx

DeRita,

Attached are my changes to the above-referenced amendment. With these changes, this amendment is approved as to legal sufficiency.

Thanks,

Lynn

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/OD/YYYY) 3/2/2021

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

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	DUCER				CONTAI NAME:	CT Beverly M	archione			
David Nunez Insurance Agency, Inc.								FAX (A/C, No): 818-55	8-6350	
3400 W. Victory Blvd						PHONE (A/C, No. Ext): 818-558-3316 FAX (A/C, No): 818-558-6350 E-MAIL ADDRESS: beverly.dnunez@farmersagency.com				
	-				APORE	 		IDING COVERAGE	NAIC #	
Bur	bank			CA 91505	INSURE		Insurance Co		35378	
	RED				INSURE					
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	San Fernando			CA 91340	INSURE					
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	POLICY PRO-						_	Deductible \$ 250	0	
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	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE]					E.L. EACH ACCIDENT \$		
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	if yes, describe under DESCRIPTION OF OPERATIONS below						3	E.L. DISEASE - POLICY LIMIT \$		
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DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Attach	ACORD 101, Additional Remarks	Schedule	, if more space is	required)			
Cer	tificate holder is also additional insured.									
CFI	RTIFICATE HOLDER				CANC	ELLATION				
<u> </u>	Alter Court on The same party	_								
	Okaloosa Count BOCC				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	5479A Old Bethel Rd.				AUTHO	RIZED REPRESE	NTATIVE			
	Crestview, FL 32536				Į		-			

ACORD 25 (2010/05)

Beverly Marchine
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CONTRACT#: C20-2925-FLT ONESTEP GPS

GPS MONITORING & TRACKING SERVICES

EXPIRES: 03/08/2022

FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND ONESTEP GPS CONTRACT NO. C20-2925-FLT

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and OneStep GPS, LLC (the "Contractor"), executed this day of <u>March</u>, 2021, is made a part of the original Agreement dated March 9, 2020, Contract No. C20-2925-FLT (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

- 1. **OPTION TO RENEW.** The parties hereby wish to extend the current agreement to allow for the initial one (1) year period to be completed. The contract was set to start in March, but was delayed because of COVID-19 related issues.
- 2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence March 9, 2021 and shall terminate no later than March 8, 2022.
- 3. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Stay the same as set forth in Section 4 of the original Agreement at one-thousand one hundred fifty dollars monthly (\$1,150.00) ("Compensation") and/or any amendments thereto; or

- 4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated March 9, 2020 and any amendments thereto, shall remain in full force and effect.
- CONFLICTING PROVISIONS. The terms, statements, requirements, or provisions contained
 in this Amendment shall prevail and be given superior effect and priority over any conflicting or
 inconsistent terms, statements, requirements or provisions contained in any other document or
 attachment.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

ONESTEP GPS:

Adam Ben Jacob
Signature

TITLE: Dir of Sales, Support & Technology

Adam Ben Jacob

Print Name

OKALOOSA COUNTY, FLORIDA

BY: Myde, Pyrchasing Manage

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>03/10/2020</u>

Contract/Lease Control #: C20-2925-FLT

Procurement#: NA

Contract/Lease Type: <u>AGREEMENT</u>

Award To/Lessee: ONESTEP GPS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: <u>03/09/2020</u>

Expiration Date: <u>03/08/2021</u>

Description of <u>GPS MONITORING & TRACKING SERVICES</u>

Department: <u>FLT</u>

Department Monitor: <u>ALLEN</u>

Monitor's Telephone #: 850-423-4893

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

Closed:

Cc: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 180	Tracking Number: 3741-20
Procurement/Contractor/Lessee Name: One Stop G	
Purpose: Cops monitoring: tracking	
Date/Term: \\R	1. GREATER THAN \$100,000
Amount \$1,150 monthly	2. GREATER THAN \$50,000
Department: FLT	3. 💢 \$50,000 OR LESS
Dept. Monitor Name: Brandin	
Purchasing Review	
Procurement or Contract/Lease requirements are met:	10 10 10
White y hoom	Date: 12-19-19
Purchasing Director or designee Jeff Hyde, DeRita Ma	ason, Jesica Darr
2CFR Compliance Review (
Approved as written: ND Federal (and S
Grants Coordinator Danielle Garcia	Date:
Risk Management Rev	view
Approved as written:	cettached
Approved as willeri.	Date: 12-10-19
Edith Gibson or Karen Donaldson	Dale
County Attorney Revi	ew
Approved as written: See enace d	utached
	utached 12-20-19
County Attorney Gregory T. Stewart, Lynn	n Hoshihara, Kerry Parsons or Designee
Following Okaloosa County	approval:
Document has been received:	
	Detai
Finance Manager or designee	Date:

DeRita Mason

From:

Parsons, Kerry < KParsons@ngn-tally.com>

Sent:

Thursday, February 20, 2020 7:46 AM

To:

DeRita Mason; Lynn Hoshihara

Cc:

Karen Donaldson

Subject:

RE: POC for GPS vendors

This is approved for legal purposes.

Kerry A. Parsons, Esq. Nabors Giblin & Nickerson

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, February 20, 2020 8:21 AM

To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <1hoshihara@myokaloosa.com>

Cc: Karen Donaldson < kdonaldson@myokaloosa.com >

Subject: FW: POC for GPS vendors

Importance: High

Good morning ladies,

Can you please review the below comments from the vendor and let me know if I can add/change? This one is kind of a hot topic with the Commissioners. We waited three months for them to get their Sunbiz registration and now they have some questions. I would appreciate a rush on this one if possible.

Thank you,

DeRita Mason

DeRita Mason

From:

Karen Donaldson

Sent:

Friday, December 20, 2019 10:19 AM

To:

DeRita Mason

Subject:

RE: One Stop GPS Draft Agreement

DeRita

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

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

Risk Management has moved
Please note new Address



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: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, December 19, 2019 3:09 PM

To: 'Parsons, Kerry' < KParsons@ngn-tally.com>

Cc: Karen Donaldson kdonaldson@myokaloosa.com kdonaldsona.com kdonaldsona.com kdonaldsona.com kdonaldsona.com kdonaldsona.com <a href="

Subject: One Stop GPS Draft Agreement

Kerry and Karen,

Please review the attached.

They are not registered in Sunbiz and being licensed to do business in the State of Florida. I have reached out to them to request that they do that ASAP.

I also made a comment on the compensation section.

I attached their basic terms and conditions, but I am thinking that we really don't need them since we are doing our standard contract.

The contract is just for monitoring services, they will not be on our property and they will not install any of the GPS's in the trucks or vehicles.



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Foreign Limited Liability Company ONE STEP GPS, LLC

Filing Information

Document Number

M20000001847

FEI/EIN Number

82-0953068

Date Filed

02/10/2020

State

CA

Status

ACTIVE

Principal Address

675 GLENOAKS BLVD STE C SAN FRANANDO, CA 91340

Mailing Address

675 GLENOAKS BLVD STE C SAN FERNANDO, CA 91340

Registered Agent Name & Address

REGISTERED AGENTS INC. 7901 4 ST N STE 300 ST PETERSBURG, FL 33702

Authorized Person(s) Detail

Name & Address

Title MGR

DALE, RYAN 675 GLENOAKS BLVD STE C SAN FRANANDO, CA 91340

Title MBR

DALE, RYAN 675 GLENOAKS BLVD STE C SAN FRANANDO, CA 91340

Title MGR

JACOB, ADAM BEN 675 GLENOAKS BLVD STE C SAN FRANANDO, CA 91340

Title MBR

the restrict of the example to be a com-

DALE, KEVIN 675 GLENOAKS BLVD STE C SAN FRANANDO, CA 91340

Annual Reports

No Annual Reports Filed

Document Images

No images are available for this filing.

An desperation in State Book of Philosophics



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/2/2020

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.

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certi	ficate holder in lieu of such endors	eme	nt(s).	<u> </u>						
PRODUC	ER				CONTA NAME:	CT Beverly M	archione]
David N	lunez Insurance Agency, Inc.				PHONE (A/C, No	Ext): 818-556	3-3315	F/	AX VC, No): 818-55	8-6350
3400 W	/. Victory Blvd				E-MAIL ADDRE	mark@do	icd.com			
					(URER(S) AFFOR	DING COVERAGE		NAIC#
Burban	k			CA 91505	INSURE	04-4-	le Insurance Co			41297
INSURED)				INSURE					
	One Step GPS				INSURE					
	675 Glenoaks BLVD Unit C				INSURE					
					INSURE					
	San Fernando			CA 91340	INSURE					
COVE	RAGES CER	TIFIC	CATE	NUMBER:	7 4100112			REVISION NUMB	BER:	
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		ł						GENERAL AGGREGAT	TE \$ 2,00	0,000
GE	N'L AGGREGATE LIMIT APPLIES PER:	ŀ				[ĺ	PRODUCTS - COMP/O	P AGG \$ 1,00	0,000
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	HIRED AUTOS NON-OWNED AUTOS	ĺ					, ,	PROPERTY DAMAGE (Per accident)	5	
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	FICER/MEMBER EXCLUDED?	N/A				,		E.L. DISEASE - EA EM	PLOYEE \$	
if yo	es, describe under SCRIPTION OF OPERATIONS below	ĺ	']	E.L. DISEASE - POLIC		
										
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/02/2020

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 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 r	lghts	to the	certificate holder in lieu	of such	endorsemen	it(s).					
PRODUCER PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620						CONTACT Paychex Insurance Agency Inc						
						O. EXT): 877	·-266-6850		FAX (A/C, No):	585-389-7426		
						E-MAIL ADDRESS: Certs@paychex.com						
							(S) AFFORDIN	G COVERAGE		NAIC#		
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CONTRACT#: C20-2925-FLT ONESTEP GPS

GPS MONITORING & TRACKING SERVICES

EXPIRES: 03/08/2021



AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND OneStep GPS
CONTRACT ID
THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this game day of March, 2020, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Egling Parkway, Suite 100, Shalimar, Florida, 32579, and One Step GVS, UC., Foreign limited Liability Company authorized to do business in the State of Florid (hereinafter referred to as "Contractor") whose Federal I.D. # is 82-0953068
RECITALS
WHEREAS, the County is in need of a contractor to provide GPS Monitoring and Tracking Services ("Services"); and
WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County obtained written quotes from contractors to perform these Services. A copy of Contractor's proposal is included as Attachment "A"; and
WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and
WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of one-thousand one-hundred fifty thousand monthly (100 vehicles) Dollar (\$ 1,150.00), as further detailed below.
NOW THEREFORE , in consideration of the promises and the mutual covenants herein the parties agree as follows:
 Recitals and Attachments. The Recitals set forth above are hereby incorporated into thi Agreement and made part hereof for reference.
The following documents are attached to this Agreement and are incorporated herein.
Attachment "A" – Contractor's Proposal; Attachment "B" – Insurance Requirements; Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities; Attachment "D" – Scrutinized Companies Certification;
Attachment "E" - Addendum

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- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

- 5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.
- **6.** <u>Insurance.</u> Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable

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to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
- ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. <u>Termination for Convenience of County.</u> The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. <u>Termination for Insolvency</u>. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. <u>Termination for failure to adhere to the Public Records Law</u>. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.
- 8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

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- 9. <u>Public Records</u>. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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@myokaloosa.com.

- 10. <u>Audit</u>. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.
- 11. <u>Notices</u>. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise





provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Tony Brandin, Fleet Manager 2798 Goodwin Avenue Crestview, FL 32539 850-689-5775 tbrandin@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070				
If to the Contractor:	Adam Jacob, Director of Sales 675 Glenoaks Blvd., #C San Fernando, CA 91340 818-659-2031 adam@onestepgps.com	With a copy to: Ryan Dale, CEO 675 Glenoaks Blvd #C San Fernando, CA 91340 818-659-2031 ryan@onestepgps.com				

- 12. <u>Assignment</u>. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.
- 13. <u>Subcontracting</u>. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.
- 14. <u>Civil Rights</u>. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- 15. <u>Compliance with Nondiscrimination Requirements</u>. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

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- a. <u>Compliance with Regulations</u>: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. <u>Nondiscrimination</u>: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The 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.
- c. <u>Solicitations for Subcontracts, including Procurements of Materials and Equipment</u>: 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.
- d. <u>Information and Reports</u>: 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 County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. <u>Sanctions for Noncompliance</u>: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. <u>Incorporation of Provisions</u>: 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 County may direct as a means of enforcing such provisions including

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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 County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- 16. <u>Compliance with Laws</u>. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.
- 17. <u>Conflict of Interest</u>. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.
- 18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor'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. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor'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.
- 19. <u>Third Party Beneficiaries</u>. 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.
- 20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is





attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made

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in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

- 23. <u>Inconsistencies and Entire Agreement</u>. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments "A", "B", "C", and "D".
- 24. <u>Severability</u>. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.
- 25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.
- 26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

Signature Print Name	BY: CECOne Step GPS, LLC
WITNESS:	OKALOOSA COUNTY, FLORIDA
Delita Musan	BY: Purchasing Manager
Print Name	



Attachment "A"

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One Step GPS makes GPS tracking accessible to every business

One Step GPS makes it easy for you to effectively monitor your fleet and drivers, manage inappropriate driving behavior, and reduce insurance and vehicle repair costs.

With our easy-to-install GPS tracking technology, you no longer have to call drivers to find out where they are or worry about how to provide evidence to a customer that a driver was actually there. Our web-based software allows you to easily follow your vehicles turn by turn, gauge how long they have stopped in a particular location, and view past travel history.

Real-time tracking 24 hours a day, 7 days a week

Access the real-time location of all your vehicles whenever you need to. You can easily see who is available and closest to a job site, allowing you to improve customer service with accurate estimated arrival times.

100% web based (desktop and mobile)

As long as you have an Internet connection, you can see where your vehicles are – no software required. You can also download our <u>IPhone</u> or <u>Android</u> apps.

Email and text alerts

You can set up alerts to notify you if a vehicle is moving with the ignition off (being towed or stolen), leaving certain authorized work areas, entering and leaving a job site, or driving after hours or on the weekends. You can see all routes, stops, addresses and durations for up to three years.

Unsafe driving alerts

Poor driving behavior can be a risk to safety, increase vehicle wear and tear, and impact your business' reputation. You can easily set up alerts for speeding, fast accelerations, harsh braking or prolonged engine idling.

Vehicle service reminders

Our maintenance schedules and triggered reminders help increase your vehicles' longevity and reduce unnecessary service costs. Receive alerts regarding upcoming service items for each vehicle such as oil changes, tire rotations and fluid checks. Notifications can be set on odometer readings,

time intervals or hours of service.

Fuel cost monitoring

Our technology allows you to track fuel consumption, see the cost per mile, amount spent per trip or total cost per month. By tracking fuel consumption, you can identify and resolve discrepancies, such as driver behavior which may be increasing fuel consumption (for example, speeding, fast accelerations, engine idling and taking longer routes).

No contracts or hidden fees

No lock-in contracts or cancellation fees. 30-day full money back guarantee if you're not satisfied.



Attachment "B" Insurance Requirements

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GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
- 3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
- 5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
- 6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
- 7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
- 8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

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

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

- 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 \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
- 2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
- 3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	77.1.10	LIMIT	
1.	Workers' Compensation 1.) State 2.) Employer's Liability	Statutory \$500,000 each accident	
2.	Business Automobile	\$1,000,000 each accident (A combined single limit)	
3.	Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations	
4.	Personal and Advertising Injury	\$1,000,000 each occurrence	

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
- 3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- 6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
- 7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
- 8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

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



Attachment "C" **Civil Rights Clauses**

LD 14



Attachment "C"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, 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 USC § 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 USC § 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 USC § 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 USC § 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 USC §§ 12131 –
 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37
 and 38:
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 et seq).



Attachment "D" Scrutinized Contractors Certificate

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VENDORS ON SCRUTINIZED COMPANIES LISTS

that it is not: (1) listed on the Scrutinized Companis section 215.4725, Florida Statutes, (2) engaged in a Companies with Activities in Sudan List or the Scr Petroleum Energy Sector List, created pursuant to see in business operations in Cuba or Syria. Pursuant County may disqualify the bid proper immediate entered into for cause if the bid proposer is found to above or if the Contractor is placed on the Scrute engaged in a boycott of Israel, has been placed on Sudan List or the Scrutinized Companies with Activor has been engaged in business operations in Cuba the County determines that the bid proposer has supprovide written notice to the bid proposer. Unless the 90 calendar days of receipt of the notice, that the Comade in error, the County shall bring a civil active determination is upheld, a civil penalty shall apply on any Agreement with a Florida agency or local goof County's determination of false certification by the county and the coun	a boycott of Israel, (3) listed on the Scrutinized nutinized Companies with Activities in the Iran ection 215.473, Florida Statutes, or (4) engaged at to section 287.135(5), Florida Statutes, the ely or immediately terminate any agreement to have submitted a false certification as to the sinized Companies that Boycott Israel List, is the Scrutinized Companies with Activities in wities in the Iran Petroleum Energy Sector List, or Syria, during the term of the Agreement. If submitted a false certification, the County will be bid proposer demonstrates in writing, within punty's determination of false certification was on against the bid proposer. If the County's and the bid proposer will be ineligible to bid overnmental entity for three years after the date
As the person authorized to sign this statement, I above requirements.	certify that this firm complies fully with the
DATE: 3 March 2020	SIGNATURE:
COMPANY: Que Step GPS, LLC	NAME: Ryan Dale (Typed or Printed)
ADDRESS: 675 Glenoaks Blvd Suite C San Fernando CA 91340	E-MAIL: RYAND ONESTERGPS. CO.

PHONE NO.: 818-659-2031



Attachment "E" Addendum 1

RS

ATTACHMENT "E" ADDENDUM

The following terms and conditions shall be made a part of the contract hereto.

- 1. All equipment must be returned to One Step GPS at contract termination.
- 2. If devices are broken, damaged, tamper with, etc., there will be a \$95.00 charge to replace the non-operable device.