

REQUIRED CONTRACT TERMS

1. **PARTIES:** Contracting party shall be “Okaloosa County” or “Board of County Commissioners of Okaloosa County.”
2. **TERM:** Contracts cannot be for a term in excess of five (5) years and may have no more than two (2) year renewal at the end of the term. (The five-year term is the maximum). All contracts must have a term. Contracts that renew automatically without any ending term are not permitted except when the contract is between government entities and is in the nature of a continuing cooperative engagement between the two entities. (i.e. Mutual aid).
3. **TERMINATION:** All contracts must have a right for the County to terminate without cause within sixty (60) days of notice or less.
4. **PUBLIC RECORDS:** All contracts should have language that requires that any documents created as part of the contract are required to be retained in compliance with the public record act.
 - Contractor shall allow public access to all documents, records and other materials, subject to the provisions of Chapter 119, Florida Statutes, prepared or received by Contractor in conjunction with this Agreement.
5. **AUDIT:** All contracts should authorize the County to review and audit any billing or expenditure of public funds.
 - The County 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 Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.
6. **INSURANCE:** All contracts which require the presence of the vendor on site or on any county property are required to have insurance in an amount approved by Risk Management.

7. **INDEMNIFICATION:** Any provision that requires indemnification by the County may not include any provision that requires one party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence. Any indemnification language within an agreement must include that it is subject and limited by the scope of section 768.28, Florida Statutes.

- The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the County's rights and immunities under Section 768.28, Florida Statutes, as amended from time to time.

8. **GOVERNING LAW & VENUE:** Should be laws of the State of Florida and venue in Okaloosa County, Florida.

- This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.

9. **SIGNATORIES:** Confirm accuracy of signatories to the contract (e.g., compliance with County's Purchasing Manual, witnesses, etc.).

10. **THIRD PARTY BENEFICIARIES:** 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.