

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/11/2021

Contract/Lease Control #: L21-0488-WS

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: CENTER FOR NEUROPSYCHOLOGICAL SERVICES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/04/2021

Expiration Date: 07/31/2021

Description of: LEASE OF OFFICE SPACE AT 1804 LEWIS TURNER BLVD-SUITE 400

Department: WS

Department Monitor: LITRELL

Monitor's Telephone #: 850-651-7171

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

Closed:

Cc: BCC RECORDS

**SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN OKALOOSA  
COUNTY (LESSOR) AND DR. RODNEY ELMORE AND DR. ANA SANTANA D/B/A/  
CENTER FOR NEUROPSYCHOLOGICAL SERVICES (LESSEE)  
L21-0488-WS**

This Second Amendment is made and entered into this 3<sup>rd</sup> day of August, 2021, which hereby amends the Lease Agreement between Okaloosa County ("Lessor") and Dr. Rodney Elmore and Dr. Ana Santana d/b/a Center for Neuropsychological Services ("Lessee") for the premises located at 1804 Lewis Turner Blvd. Suite 400, Fort Walton Beach, Florida 32547, as subsequently amended ("Lease Agreement").

WITNESSETH:

WHEREAS, on January 4, 2021, the parties entered into the Lease Agreement which expired on July 31, 2021; and

WHEREAS, the parties entered into the First Amendment to the Lease Agreement on June 15, 2021, to extend the term of the Lease Agreement and to address the future relocation of Lessee's premises;

WHEREAS, the parties have determined that Lessee may remain at its existing location.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties' consent to and agree as follows:

1. Section 1.2 of the Lease Agreement is hereby deleted in its entirety:

~~1.2 — Upon completion of the renovations to the second floor of the Okaloosa County Water & Sewer Building, the Leased Premises shall be changed to certain office space located on the Second floor of the Okaloosa County Water & Sewer Building, 1804 Lewis Turner Blvd., Suite 201, Ft. Walton Beach, FL 32547, as indicated in the attached and incorporated Exhibit A-1, which is approximately 2,835 square feet, to be used as set forth in section 1.1.b, c. and d. The square footage of Suite 201 is only an estimate and may be subject to change.~~

2. Paragraph 2 of the First Amendment is hereby deleted in its entirety:

~~The Lessor will be responsible for the cost of renovations to Suite 201, including all permit and inspection fees, engineering and architectural fees, demolition and construction costs, insurance, and any other costs reasonably incurred by the Lessor. Should the Lessee desire any additions, modifications, upgrades, improvements beyond those provided by Lessor, Lessee shall be responsible for such costs.~~

3. Section 4.2 of the Lease Agreement is hereby deleted in its entirety:

~~3.2 — Once Lessee relocates to the Second floor, the monthly rent set forth in section 4.1(a) will be amended based on the actual square footage. The rent will \$\_\_\_ per square foot, plus any associated real property tax and Florida State Sales Tax. The initial month will be prorated.~~

4. The term of the Lease Agreement was extended in the First Amendment and shall terminate on July 31, 2026. The first annual rent increase of 3% as stated in section 5.1 of the Lease Agreement shall occur on August 1, 2022 and annually thereafter.
5. All other terms and conditions of the Lease Agreement shall remain in full force and effect.

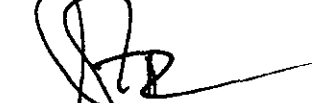
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day and year first written above.

OKALOOSA COUNTY, FLORIDA

  
Carolyn N. Ketchel  
Chairman

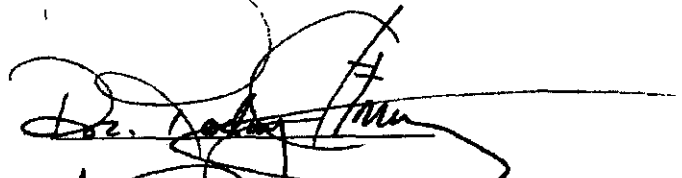
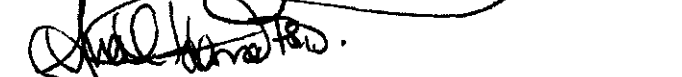


ATTEST:



  
J.D. Peacock II, Clerk of Court



CENTER FOR NEUROPSYCHOLOGICAL SERVICES

WITNESSES:

STATE OF FLORIDA }  
COUNTY OF OKALOOSA }

I HEREBY CERTIFY that on this day, the foregoing instrument was acknowledged before me, by means of  physical presence or \_\_\_ online notarization, this 26th day of July, 2021, by Rodney Elmore of Ana Santana Center for Neuropsychological Services who is personally known to me or who has/have produced DL 2456 734 73 018 0 5535 018 80 641 -0 as identification. an officer duly authorized in the State aforesaid and in the county aforesaid to take.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of July, A.D., 2021.

Diane Finlayson

Notary Public  
(Stamp)



DIANE FINLAYSON  
Commission # GG 242080  
Expires August 6, 2022  
Bonded Thru Budget Notary Services

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

Procurement/Contract/Lease Number: L 21-0488WS Tracking Number: 4379-21  
Procurement/Contractor/Lessee Name: CNS Grant Funded: YES \_\_\_ NO   
Purpose: Amendment  
Date/Term: 7-31-26 1.  GREATER THAN \$100,000  
Department #: 411-4100R 2.  GREATER THAN \$50,000  
Account #: 362940 3.  \$50,000 OR LESS  
Amount: \_\_\_\_\_  
Department: WS Dept. Monitor Name: C. Theel

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
White Ma Date: 7-22-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: no Grant Name: \_\_\_\_\_  
Rechal Kins Date: \_\_\_\_\_  
Grants Coordinator

**Risk Management Review**

Approved as written: no risk element Date: \_\_\_\_\_  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see mail attached Date: 7-22-21  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Thursday, July 22, 2021 3:58 PM  
**To:** DeRita Mason; Nicole Nabors  
**Subject:** Re: CNS Lease - Additional Amendment

Yes this is approved. No need for Risk review. We're just undoing some of the terms of the first amendment.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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

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**From:** DeRita Mason  
**Sent:** Thursday, July 22, 2021 4:55:57 PM  
**To:** Lynn Hoshihara; Nicole Nabors  
**Subject:** RE: CNS Lease - Additional Amendment

So I am assuming this is approved. I will prepare the pink sheet.  
I don't think it needs to go to risk? Thoughts?

Nicole,  
What is the account/dept number associated with this?

DeRita Mason



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

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## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/18/2021

Contract/Lease Control #: L21-0488-WS

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: CENTER FOR NEUROPSYCHOLOGICAL SERVICES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/04/2021

Expiration Date: 07/31/2026

Description of: LEASE OF OFFICE SPACE AT 1804 LEWIS TURNER BLVD-SUITE  
400

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7171

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

Closed:

Cc: BCC RECORDS



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

Procurement/Contract/Lease Number: 21-0488-WS Tracking Number: 4327-21  
Procurement/Contractor/Lessee Name: CMS Grant Funded: YES \_\_\_ NO X  
Purpose: amendment to lease  
Date/Term: 7-31-2026  
Department #: 411-4100R  
Account #: 362990  
Amount: various  
Department: WS Dept. Monitor Name: Lithell

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

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 5-21-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**  
Approved as written: no federal tax Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator

**Risk Management Review**  
Approved as written: see email attached Date: 5-21-21  
Risk Manager or designee Lisa Price

**County Attorney Review**  
Approved as written: see email attached Date: 5-27-21  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_



## DeRita Mason

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**From:** Lisa Price  
**Sent:** Friday, May 21, 2021 9:37 AM  
**To:** DeRita Mason  
**Subject:** RE: CNS Lease Amendment - Was Tabled/Need Updated

This is approved by Risk for insurance purposes.

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

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Friday, May 21, 2021 9:09 AM  
**To:** Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: CNS Lease Amendment - Was Tabled/Need Updated

Lisa,  
Please review and approve the attached.

Thank you,

DeRita Mason



## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Thursday, May 27, 2021 2:34 PM  
**To:** Nicole Nabors; DeRita Mason  
**Cc:** Parsons, Kerry  
**Subject:** Re: CNS Lease Amendment - Was Tabled/Need Updated

This looks good.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** Nicole Nabors  
**Sent:** Thursday, May 27, 2021 12:48:02 PM  
**To:** Lynn Hoshihara; DeRita Mason  
**Cc:** Parsons, Kerry  
**Subject:** RE: CNS Lease Amendment - Was Tabled/Need Updated

Does the following look OK to send? We did not modify and of your changes and accepted them all.

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**From:** Nicole Nabors  
**Sent:** Thursday, May 27, 2021 9:30 AM  
**To:** Lynn Hoshihara ; DeRita Mason  
**Cc:** Parsons, Kerry  
**Subject:** RE: CNS Lease Amendment - Was Tabled/Need Updated

Ok great, I will double check to make sure as well. Thank you! 😊

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**From:** Lynn Hoshihara  
**Sent:** Thursday, May 27, 2021 9:24 AM  
**To:** Nicole Nabors <[nnabors@myokaloosa.com](mailto:nnabors@myokaloosa.com)>; DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Cc:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Subject:** Re: CNS Lease Amendment - Was Tabled/Need Updated

Unless I overlooked it, neither the original lease nor the first amendment include any reference to Realty House. Both are between CNS and the County.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN OKALOOSA COUNTY  
(LESSOR) AND DR. RODNEY ELMORE AND DR. ANA SANTANA D/B/A/ CENTER  
FOR NEUROPSYCHOLOGICAL SERVICES (LESSEE)  
L21-0488-WS**

This First Amendment is made and entered into this 15<sup>th</sup> day of June, 2021, which hereby amends the Lease Agreement between Okaloosa County ("Lessor") and Dr. Rodney Elmore and Dr. Ana Santana d/b/a Center for Neuropsychological Services ("Lessee") for the premises located at 1804 Lewis Turner Blvd. Suite 400, Fort Walton Beach, Florida 32547 ("Lease Agreement").

WITNESSETH:

WHEREAS, on January 4, 2021, the parties entered into the Lease Agreement with a current expiration date of July 31, 2021; and

WHEREAS, the Lessee is desirous of extending the lease term; and

WHEREAS, the Lessor agrees to extend the lease under the terms provided in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties' consent to and agree as follows:

1. SECTION ONE of the Lease Agreement is hereby amended as follows:

1.2 Upon completion of the renovations to the second floor of the Okaloosa County Water & Sewer Building, the Leased Premises shall be changed to certain office space located on the Second floor of the Okaloosa County Water & Sewer Building, 1804 Lewis Turner Blvd., Suite 201, Ft. Walton Beach, FL 32547, as indicated in the attached and incorporated Exhibit A-1, which is approximately 2,835 square feet, to be used as set forth in section 1.1.b, c. and d. The square footage of Suite 201 is only an estimate and may be subject to change.

2. The Lessor will be responsible for the cost of renovations to Suite 201, including all permit and inspection fees, engineering and architectural fees, demolition and construction costs, insurance, and any other costs reasonably incurred by the Lessor. Should the Lessee desire any additions, modifications, upgrades, improvements beyond those provided by Lessor, Lessee shall be responsible for such costs.

3. The Lease Agreement is hereby extended and through July 31, 2026.

4. SECTION FOUR of the Lease Agreement is hereby amended as follows:

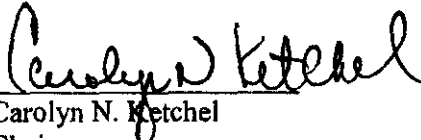
4.2 Once Lessee relocates to the Second floor, the monthly rent set forth in section 4.1(a) will be amended based on the actual square footage. The rent will be \$14 per

square foot, plus any associated real property tax and Florida State Sales Tax. The initial month will be prorated.

5. The first annual rent increase of 3% as stated in section 5.1 of the Lease Agreement shall occur on August 1, 2022 and annually thereafter.
6. All other terms and conditions of the Lease Agreement shall remain in full force and effect.

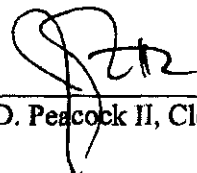
**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment on the day and year first written above.

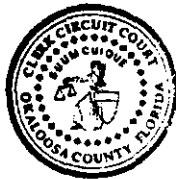
OKALOOSA COUNTY, FLORIDA

  
Carolyn N. Ketchel  
Chairman

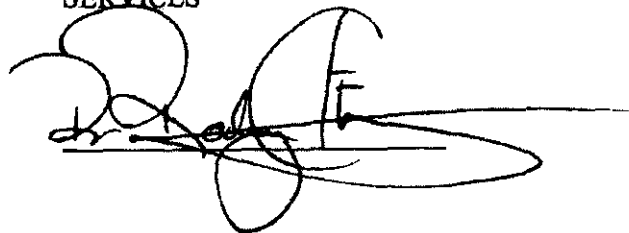


ATTEST:


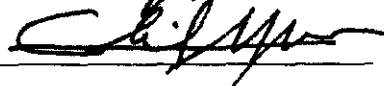
  
\_\_\_\_\_  
J.D. Peacock II, Clerk of Courts



CENTER FOR NEUROPSYCHOLOGICAL SERVICES

  
\_\_\_\_\_

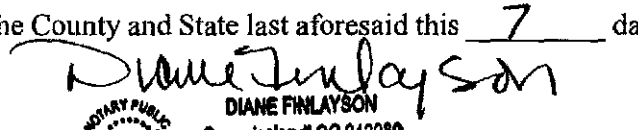
WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_

STATE OF FLORIDA                    }  
COUNTY OF OKALOOSA            }

I HEREBY CERTIFY that on this day, the foregoing instrument was acknowledged before me, by means of X physical presence or \_\_\_\_\_ online notarization, this 7 day of June, 2021, by Rodney Elmore of Center for Neuropsychological Services who is personally known to me or who has/have produced \_\_\_\_\_ as identification. an officer duly authorized in the State aforesaid and in the county aforesaid to take.

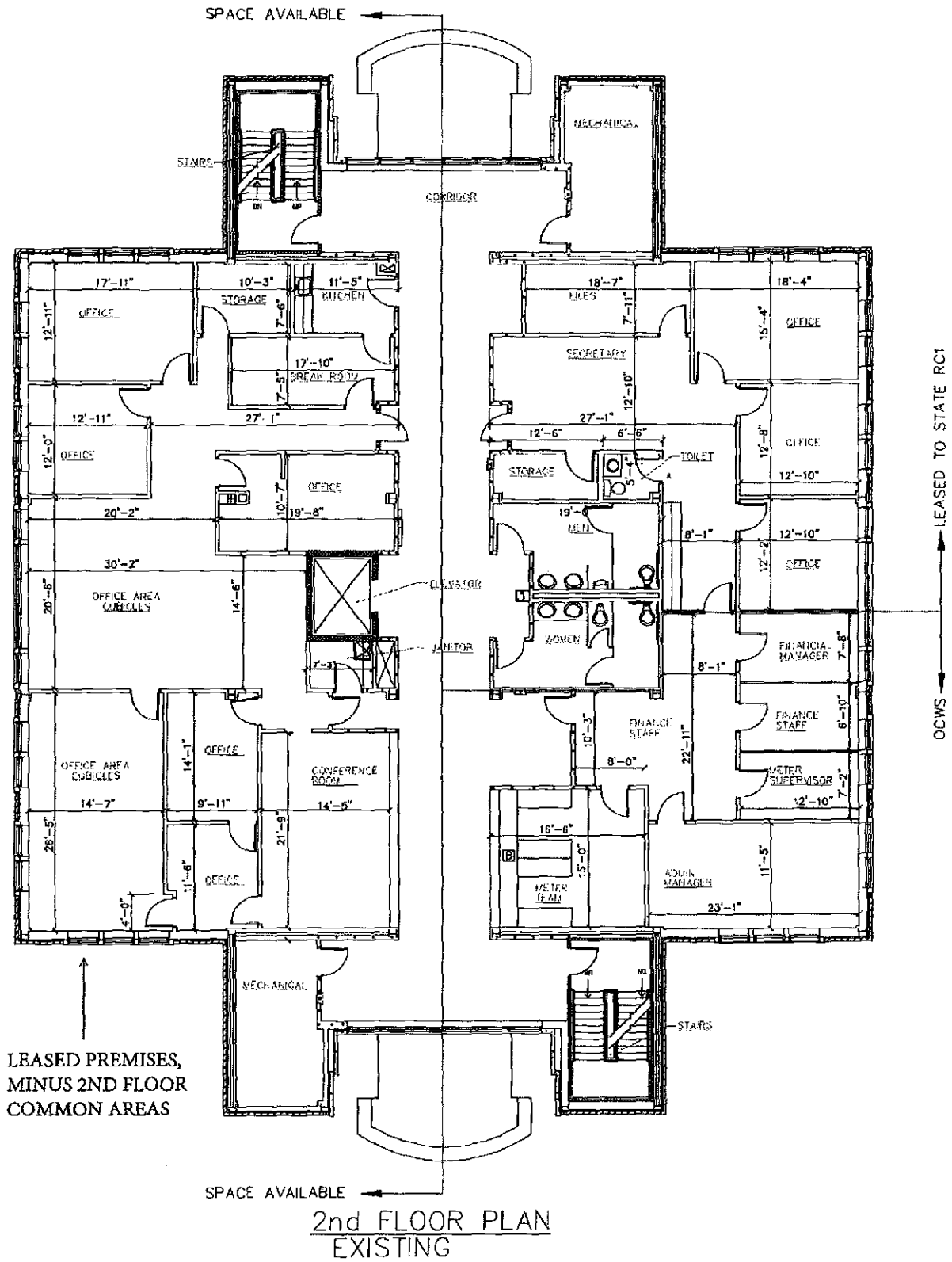
WITNESS my hand and official seal in the County and State last aforesaid this 7 day of June, A.D., 2021.

  
DIANE FINLAYSON  
Commission # GG 242080  
Expires August 8, 2022  
Bonds Through Budget Notary Services

Notary Public  
(Stamp)



# EXHIBIT A-1: LEASED PREMISES



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

Procurement/Contract/Lease Number: T300 Tracking Number: 4189-21  
Procurement/Contractor/Lessee Name: Center for Neuropsychological Svcs Grant Funded: YES \_\_\_ NO X  
Purpose: Lease  
Date/Term: 4 months 1.  GREATER THAN \$100,000  
Department #: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Account #: \_\_\_\_\_ 3.  \$50,000 OR LESS  
Amount: 2800.00 per month  
Department: WS Dept. Monitor Name: Littrere

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 12-21-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: no federal funds Grant Name: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator Gillian Gordon

**Risk Management Review**

Approved as written: see email attached Date: 12-23-2020  
\_\_\_\_\_  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see email attached Date: 12-21-2020  
\_\_\_\_\_  
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:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, December 21, 2020 2:21 PM  
**To:** Mark Wise; Zan Fedorak  
**Cc:** DeRita Mason; Jeffrey Hyde; Lisa Price; Kelly Bird; Jeff Littrell; Craig Coffey; Lynn Hoshihara  
**Subject:** RE: Center for Neuropsychological Services - Lease to be Reviewed  
**Attachments:** CNS Lease Agreement\_DRAFT 2.docx

See attached. I tweaked the language to include real property taxes within the rental payment amount. Also, I spoke with the County's bond counsel on this issue, as long as the total amount of rental income the County receives from private entities renting space in the water and sewer building does not get close to or exceed \$3,000,000.00 annually we should not have an issue with the bond covenants.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
LITIGATORS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

*The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!*

---

**From:** Mark Wise <mwise@myokaloosa.com>  
**Sent:** Sunday, December 20, 2020 5:24 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>; Zan Fedorak <zfedorak@myokaloosa.com>  
**Cc:** DeRita Mason <dmason@myokaloosa.com>; Jeffrey Hyde <jhyde@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>; Kelly Bird <kbird@myokaloosa.com>; Jeff Littrell <jlittrell@myokaloosa.com>; Craig Coffey <ccoffey@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** RE: Center for Neuropsychological Services - Lease to be Reviewed

Everyone,

Attached is the latest & greatest lease document, with Section 21 put back on, regarding termination.

Zan,

We are looking to execute a lease with a private sector company to move into our building. We haven't signed a lease with a private sector tenant in several years, and even then, it was managed by Jerry (who has since retired). The below emails give some background. In particular, please see the **highlighted** portions. Could you please help us understand the taxes that need to be added, and share how these are calculated? The base monthly rent here is \$2,800...not exactly sure what needs to be added to that. I'm guessing sales tax is just a simple 6.5%, but not sure about property taxes or any other taxes. You are welcome to call my cell @ 685-0297 to explain any of this, if that's easier than an email.

Kerry,

Thank you for reviewing so quickly. A few items:

## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Wednesday, December 23, 2020 10:19 AM  
**To:** Mark Wise  
**Cc:** DeRita Mason  
**Subject:** RE: Center for Neuropsychological Services - Lease to be Reviewed

The insurance is approved by Risk.

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



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

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

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**From:** Mark Wise <mwise@myokaloosa.com>  
**Sent:** Monday, December 21, 2020 7:33 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>; Zan Fedorak <zfedorak@myokaloosa.com>  
**Cc:** DeRita Mason <dmason@myokaloosa.com>; Jeffrey Hyde <jhyde@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>; Kelly Bird <kbird@myokaloosa.com>; Jeff Littrell <jlittrell@myokaloosa.com>; Craig Coffey <ccoffey@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** RE: Center for Neuropsychological Services - Lease to be Reviewed

Thank you all for the help with this lease.

I just took the latest & greatest version from Kerry and made tweaks to the Insurance section, as requested by Lisa in a prior email. I changed "the County" to either "Okaloosa County Board of County Commissioners" (when referring to us in their policy) or "Lessor" (which is defined at the very beginning of the lease). Lisa, please take a look at Section 12, and let me know if you are good with these changes.

I also updated the tenant's signature block. For clarification, Dr. Rodney Elmore & Dr. Ana Santana are husband-wife and co-owners of CNS. Dr. Elmore functions more of as the business manager and would be signing the lease and serving as our POC. I'm assuming it's OK for just him to sign it.



CONTRACT#: L21-0488-WS  
CENTER FOR NEUROPSYCHOLOGICAL SVS  
LEASE OF OFFICE SPACE AT 1804 LEWIS  
TURNER BLVD-SUITE 400  
EXPIRES: 07/31/2021

### Lease Agreement

This Lease Agreement is executed and entered into this 4th day of January, 2021, by and between, Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Lessor", whose principal address is 1250 N. Eglin Parkway, Suite 100, Shalimar, FL 32579, and Dr. Rodney Elmore and Dr. Ana Santana d/b/a Center for Neuropsychological Services certified to do business in the State of Florida, whose principal address is 1804 Lewis Turner Blvd., Suite 400, Fort Walton Beach, FL 32547.

The Lessor and Lessee, for the consideration herein set forth, agree as follows:

#### **SECTION ONE Leased Property**

1.1 Lessor does hereby lease certain office space located on the Fourth floor of the Okaloosa County Water & Sewer Building, 1804 Lewis Turner Blvd., Suite 400, Fort Walton Beach, FL 32547, as indicated in the attached and incorporated Exhibit A, ("Leased Premises"), which is approximately 2,659 square feet, to Lessee for the following purposes:

- a. Office Space on Fourth Floor of the Okaloosa County Water & Sewer Building of Leased Premises.
- b. Together with the right to use in common with Lessor, its employees, invites, and customers, and Lessor's other tenants and their employees, invites, and customers, the parking areas provided by the Lessor, its successors, or assigns, in the designated areas for the parking of automobiles, which are contiguous to the building in which the leased premises are located; provided that the Lessor retains the right to make reasonable rules and regulations with reference to the use of said parking area, including the right to provide for certain reserved parking as, from time to time, determined by the Lessor, and particularly provided that employees, agents, and principals of Lessee shall park in designated areas so as to assure Lessor's other tenants and Lessor's customers and visitors convenient and proximate parking contiguous to the building or buildings in which its tenants are located.;
- c. Lessee acknowledges that Lessee has inspected the leased premises and hereby accepts same in "as is" condition, and (2) Lessor has made no warranties and/or representations regarding the condition of the leased premises.
- d. No other use is authorized for any portion of the Lease Premises.

#### **SECTION TWO Use of Premises**

2.1 The Lessee shall use said premises for any lawful use and for no other purpose whatsoever.

Lessee shall comply with all present and future laws or ordinances applicable to the leased premises and shall not commit or suffer waste on the premises, or use or permit anything on the



premises which may be illegal, or constitute a private or public nuisance, or conflict with or invalidate or increase the cost of any of Lessor's fire and extended coverage insurance, or which may be dangerous to persons or the property of the Lessor or other tenants of Lessor's building, their agents, servants, employees, and customers. Notwithstanding the foregoing, Lessee's effecting an increase in the cost of any of Lessor's fire and extended insurance is curable by Lessee's payment of such increase in cost.

**SECTION THREE**  
**Lease Term**

3.1 (a) The term of this Lease shall be for the period commencing on the 4th day of January, 2021 and terminating on the 31st day of July, 2021, unless extended by the parties in writing.  
(b) During the final four (4) months of this Lease term, Lessor shall be permitted to show prospective tenants the leased premises upon giving Lessee twenty-four (24) hours' notice.

**SECTION FOUR**  
**Rent**

4.1 Lessee hereby covenants and agrees to pay to the Lessor at 1804 Lewis Turner Blvd., Suite 300, Fort Walton Beach, FL 32547, or at such other place as the Lessor may from time to time designate in writing, as rental for said premises during the term of this Lease, a monthly rental, payable in advance, beginning on the first day of commencement of this Lease (initial month is prorated) and continuing on the first day of each month thereafter for the entire term of this Lease as follows:

(a) \$3,102.00 per month, plus any associated real property tax and Florida State Sales Tax, during the term of this Lease;

(b) Late Fee a sum equal to 10% of any rent not received by Lessor within ten (10) days of the due date thereof.

Lessee shall be required to pay to Lessor, in addition to the amounts above, any sales or rental taxes which are applicable to this lease.

**SECTION FIVE**  
**Escalation**

5.1 The lease payment shall be increased annually by 3%.

**SECTION SIX**  
**Utilities**

6.1 All electric, light, heat, power, fuel, gas, garbage, and any other utility service charges and assessments shall be paid by the Lessor for the benefit of the leased premises. Lessee will be responsible for all their phone and internet connections. Lessor shall be permitted to inspect the leased premises from time to time to assure that Lessee is complying with this provision.

**SECTION SEVEN**  
**Janitorial Services**

7.1 The Lessor shall perform and provide janitorial services required in the common areas, and the Lessee shall provide janitorial services as is own cost and expense on the leased premises.

**SECTION EIGHT**  
**Repairs, Maintenance and Changes by Lessee**

8.1 *Repairs, Maintenance, and Changes by Lessee* (a) The Lessee shall make all necessary repairs to the interior of the leased premises, including window and plate glass and the fixtures and equipment therein or used in connection therewith, including the maintenance of all fixtures and equipment located within the leased premises, which repairs shall be in quality and class equal to the original work, in order to maintain said premises, fixtures, and equipment in good condition and repair; provided, however, that the Lessee shall be responsible for any painting, carpeting, or any repair necessitated by the Lessee's neglect or omission. If Lessee fails to perform its obligations of maintenance or repair hereunder, Lessor is authorized to come onto the leased premises, make such repairs, and upon billing to the Lessee by the Lessor, Lessee shall reimburse the Lessor for the costs of such repairs plus interest thereon at the lesser of the highest legal rate allowed in the State of Florida or 10 points above the prime rate of interest charged by Regions Bank (or its successor). Upon the expiration of or prior termination of this Lease, the Lessee shall remove all property of the Lessee from the premises, except plumbing and other fixtures and leasehold improvements which may have been installed by the Lessee and except as otherwise provided in this Lease, and surrender the leased premises to the Lessor "broom clean" in as good order and condition as they were upon Lessee commencing business, or were placed by Lessee thereafter, ordinary wear and tear and damage by fire excepted. Any property left on the premises after the expiration or other termination of this Lease may be disposed of by Lessor in any manner and without any liability to the Lessee. (b) The Lessee shall not make any changes, alteration, additions, or improvements to the leased premises without the written consent of the Lessor. (c) The Lessor shall maintain the plumbing and heating lines, and all repairs to the plumbing and heating lines shall be at the expense of the Lessor.

**SECTION NINE**  
**Damage to Lessee's Property or Premises**

9.1 *Damage to Lessee's Property or Premises.* (a) The Lessor and its agents shall not be liable in damages, by abatement in rent or otherwise, for any damage either to the person or the property of the Lessee, or for the loss of or damage to any property of the Lessee by theft or from any other cause whatsoever, whether similar or dissimilar to the foregoing. The Lessor or its agents shall not be liable for any injury or damage to persons or property, or loss or interruption to business resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the building, or from the pipes, appliances, or plumbing works, or from the roof, street, or subsurface, or from any other place, or by dampness, or by any cause of whatsoever nature; nor shall the Lessor or its agents be liable for any damage caused by other tenants or persons

in said building, or caused by operations in construction of any private or public or quasi-public work. None of the limitations of the liability of Lessor or its agents provided for in this subsection (a) shall apply if such loss, injury, or damages are proximately caused by the gross negligence or breach by the Lessor, its agents, employees, or independent contractor. (b) *Lessee's Liability for Damage to Lessor's Property*. The Lessee shall be liable for any damage to the building or property therein which may be caused by its act or negligence, or the acts of his agents, employees, or customers, and the Lessor may, at its option, repair such damage, and the said Lessee shall thereupon reimburse and compensate the Lessor as additional rent, within five (5) days after rendition of a statement by the Lessor, for the total cost of such repair and damage.

#### **SECTION TEN Mechanics' Liens**

10.1 Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Leases Premises or any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Leased Premises, including buildings.

#### **SECTION ELEVEN Unlawful or Dangerous Activity**

11.1 Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful or hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful or hazardous use, take action to halt such activity, and shall further immediately notify the Water and Sewer Financial Manager.

11.2 Furthermore, Lessee shall not commit or suffer to be committed on said premises, any waste, nuisance or unlawful act.

#### **SECTION TWELVE Insurance**

##### **LESSEE'S INSURANCE**

1. The Lessee 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 licensed to do business in the State of Florida.

3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County Board of County Commissioners as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Okaloosa County Board of County Commissioners shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The Lessor shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the Lessor and the Lessee.
6. The Lessor shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the Lessor reserves the right to change these insurance requirements with 60-day notice to the Lessee.
7. The insurance definition of Insured or Additional Insured shall include Sublessee, Sub-sublessee, and any associated or subsidiary companies of the Lessee, which are involved, and which is a part of the contract.
8. The Lessor reserves the right at any time to require the Lessee to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Lessee shall include any associated or subsidiary company which is involved and is a part of the lease and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All insurance policies shall include a clause to provide 30 days written notice to Lessor for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

11. Lessee, at his or her expense, will maintain plate glass, public liability, and property insurance, insuring Lessee and Lessor with minimum coverages of \$1,000,000.00 general liability and \$100,000.00 property damage.

### **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Lessee 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 Lessee and other persons employed or utilized by the Lessee in the performance of this contract.

### **CERTIFICATE OF INSURANCE**

1. Certificates of insurance, in duplicate, and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. 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 all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Lessee's full responsibility. In particular, the Lessee shall afford full coverage as specified herein to entities listed as Additional Insured.
5. 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 Lessee 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 Lessee required for its own protection or on account of statute shall be its own responsibility and at its own expense.



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

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

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

## **UMBRELLA INSURANCE**

The Lessee 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.

### **SECTION THIRTEEN Indemnification**

13.1 To the extent provided by law, Lessee agrees to indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either:

- a. A failure by Lessee to perform any of the terms and conditions of this Lease.
- b. Any injury or damage happening on or about the Lessor's property resulting from the Lessee's occupancy, operations, or use of the Leased Premises.
- c. Failure to comply with any law of any governmental authority having jurisdiction,
- d. Any mechanics' lien or security interest filed against the Lessor's property or any equipment installed or caused to be install by Lessee at the Leased Premises, or any materials used or caused to be used by Lessee on or at the Leased Premises, or any work done or caused to be done by Lessee at the Leased Premises for any purpose.
- e. This indemnification shall not waive any sovereign immunity rights of the parties.

### **SECTION FOURTEEN Easements, Agreements, or Encumbrances**

14.1 The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the Leased Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by the holder of the interest pursuant to the rights of that holder thereunder.

### **SECTION FIFTEEN Liability; Risk of Loss**

15.1 Lessee shall be in exclusive control and possession of the Leased Premises and Lessor shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises or any property of Lessee. Lessor has the right to inspect the Leased Premises at any time upon reasonable notice. The provisions herein permitting Lessor to enter and inspect the Leased Premises are made to ensure that Lessee is in compliance with the terms and conditions hereof and make repairs that Lessee has failed to make or are necessary as a consequence of a repair that was necessary that was outside the responsibility of Lessee. Lessor shall not be liable to Lessee for any entry on the premises for inspection or necessary repair purposes.

15.2 Lessee assumes the risk of loss or damage to the office space and its contents, whether from windstorm, fire, earthquake, or any other cause whatsoever.

15.3 The damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release Lessee from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, Lessee shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

#### **SECTION SIXTEEN Representations by Lessor**

16.1 At the commencement of the term Lessee shall accept the Leased Premises and the fixtures and equipment included therein in their existing condition and state of repair, and Lessee agrees that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of Lessor in respect therein except as contained in the provisions of this Lease, and Lessor shall in no event be liable for any latent defects within the Leased Premises.

#### **SECTION SEVENTEEN Rights of Lessor**

17.1 Lessee shall permit Lessor and or its agents to enter the Leased Premises at all reasonable hours to inspect or make repairs that Lessee may neglect or refuse to make in accordance with the provisions of this Lease or that may be otherwise necessary in the normal repair and maintenance of the facility or to show the premises to prospective buyers.

17.2 Lessee expressly agrees for itself, its successors, and assigns to prevent any use of the Leased Premises, which would interfere with or adversely affect the operation of the Water & Sewer Administration Building.

#### **SECTION EIGHTEEN Waivers**

18.1 The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies the Lessor may have to enforce performance of the terms and conditions of this Lease at any time.

**SECTION NINETEEN  
Notice**

19.1 All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent certified mail, postage prepaid and with return receipt requested, to the party to be notified at the address set forth below or at such other address as either party may from time to time designate in writing.

As to Lessor:  
Okaloosa County Water & Sewer  
Attn: Ms. Nicole Nabors, Utilities Chief Financial Officer  
1804 Lewis Turner Blvd., Suite 300  
Fort Walton Beach, FL 32547  
nnabors@myokaloosa.com

As to Lessee:  
Center for Neuropsychological Services  
1804 Lewis Turner Blvd., Suite 400  
Fort Walton Beach, FL 325347

**SECTION TWENTY  
Assignment or Sublease**

20.1 *Subletting and Assigning.* The Lessee shall not sublet any portion of the leased premises nor assign this Lease in whole or in part without the written consent of the Lessor as to both the terms of such assignment or sublease and the identity of such assignee or sub lessee, and in the event of a subletting so approved by Lessor, Lessee shall nevertheless remain obligated to Lessor under the terms of this Lease Agreement

**SECTION TWENTY-ONE  
Termination of the Lease**

21.1 The Lessor may terminate this Lease for convenience and be released from all obligations thereunder by providing Lessee with thirty (30) days written notice.

**SECTION TWENTY-TWO  
Compliance with Governmental Procedures**

22.1 Lessee shall conform to all the requirements of applicable State and Federal statutes and regulations and all County Ordinances and regulations, and shall secure such permits and licenses

as may be duly required by any such laws, ordinance's, or regulations as may be promulgated by Lessor. In addition, Lessee shall comply with all policies, rules, regulations, or ordinances of the County, which are currently, or may be hereinafter adopted relating to County owned facilities.

**SECTION TWENTY-THREE**  
**Surrender of Possession**

23.1 Lessee shall quietly and peaceably vacate the Leased Premises and surrender possession to Lessor on or before the last day of the Lease, or on an earlier termination and forfeiture of the Lease, free of sub tenancies, in good condition and repair. Lessee shall remove all property of every description in the Leased Premises that is not the property of Lessor on or before 12:00 a.m. (midnight) on the last day of the Lease.

**SECTION TWENTY-FOUR**  
**Default or Breach**

- 24.1 Each of the following events shall constitute a default or breach of this Lease by Lessee:
- a. If Lessee or any successor or assignee of Lessee while in possession shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise or shall make an assignment for the benefit of creditors.
  - b. If voluntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within Sixty (60) days after the institution or appointment.
  - c. If Lessee shall fail to pay Lessor any rent, or additional rent required hereunder when such becomes due and shall not make the payment within ten (10) days after notice thereof by Lessor to Lessee.
  - d. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of Fifteen (15) days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the fifteen (15) day period, Lessee shall not in good faith have commences performance within the Fifteen (15) day period and shall not diligently proceed to completion of performance. Whether lessee diligently proceeded shall be determined at the sole discretion of the Lessor.
  - e. If the Lessee fails to maintain in full force and affect the insurance coverage required pursuant to Section Fifteen (15) or fails to name Lessor as an additional insured on such insurance policies.
  - f. If Lessee shall vacate or abandon the Leased Premises.

- g. If the Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.
- h. If the Lessee fails to take possession of the Leased Premises on the term commencement date or within ten days after notice that the Leased Premises are available for occupancy, if the term commencement date is not fixed herein or shall be deferred as herein provided.

**SECTION TWENTY-FIVE**  
**Effect of Default**

25.1 In the event of any default hereunder, as set forth in Section Twenty-seven (27) the rights or Lessor shall be as follows:

- a. Lessor shall have the right to cancel and terminate this Lease, as well as all of the rights, title, and interest of Lessee hereunder, by giving to Lessee not less than Fifteen (15) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title, and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
- b. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default to remain until the default has been corrected and remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
- c. Lessor may re-enter the premises immediately and remove the property of Lessee, and store and dispose of the property in accordance with chapter 705, Florida Statutes.
- d. Lessor shall have any other remedy available by law.

**SECTION TWENTY-SIX**  
**Entire Lease; Applicable to Successors**

26.1 This Lease contains the entire agreement between the parties and cannot be changed except by written instruments subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.



**SECTION TWENTY-SEVEN  
Applicable Law and Venue**

27.1 This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal actions relating to this Lease shall be brought in the courts in and for Okaloosa County, Florida.

**SECTION TWENTY-EIGHT  
Federal Regulations**

28.1 The parties agree to comply with the Federal Regulations as set forth in Exhibit "B", which is expressly incorporated herein as part of the Agreement.

**IN WITNESS**, the parties hereto have executed these presents as of the day and year first above written.

Digitally signed by John Hofstad  
Date: 2020.12.31 15:44:22 -06'00'

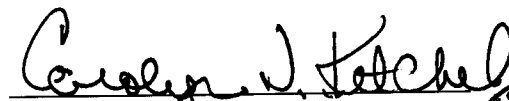
**John Hofstad**

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John Hofstad  
County Administrator

Ratified by the Board of County Commissioners on 19 day of JAN 2021.

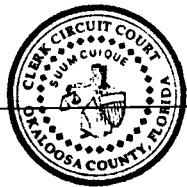
BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

  
Carolyn N. Ketchel, Chairman



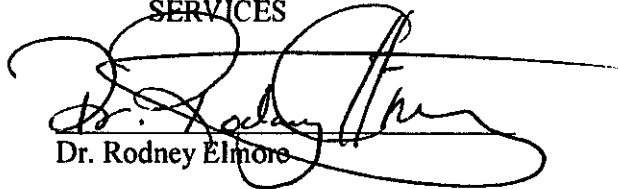
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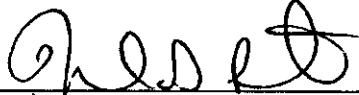
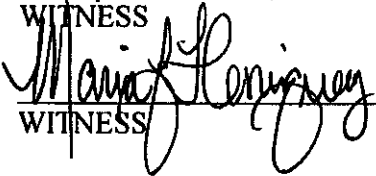

J.D. Peacock  
CLERK OF COURT



J.D. Peacock  
CLERK OF COURT

DR. RODNEY ELMORE &  
DR. ANA SANTANA  
CENTER FOR NEUROPSYCHOLOGICAL  
SERVICES

  
Dr. Rodney Elmore

  
WITNESS  
  
WITNESS

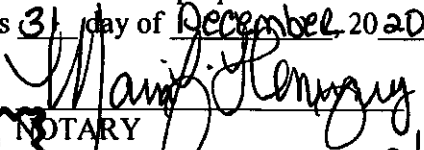
**ACKNOWLEDGEMENTS**

STATE OF FLORIDA  
COUNTY OF OKALOOSA

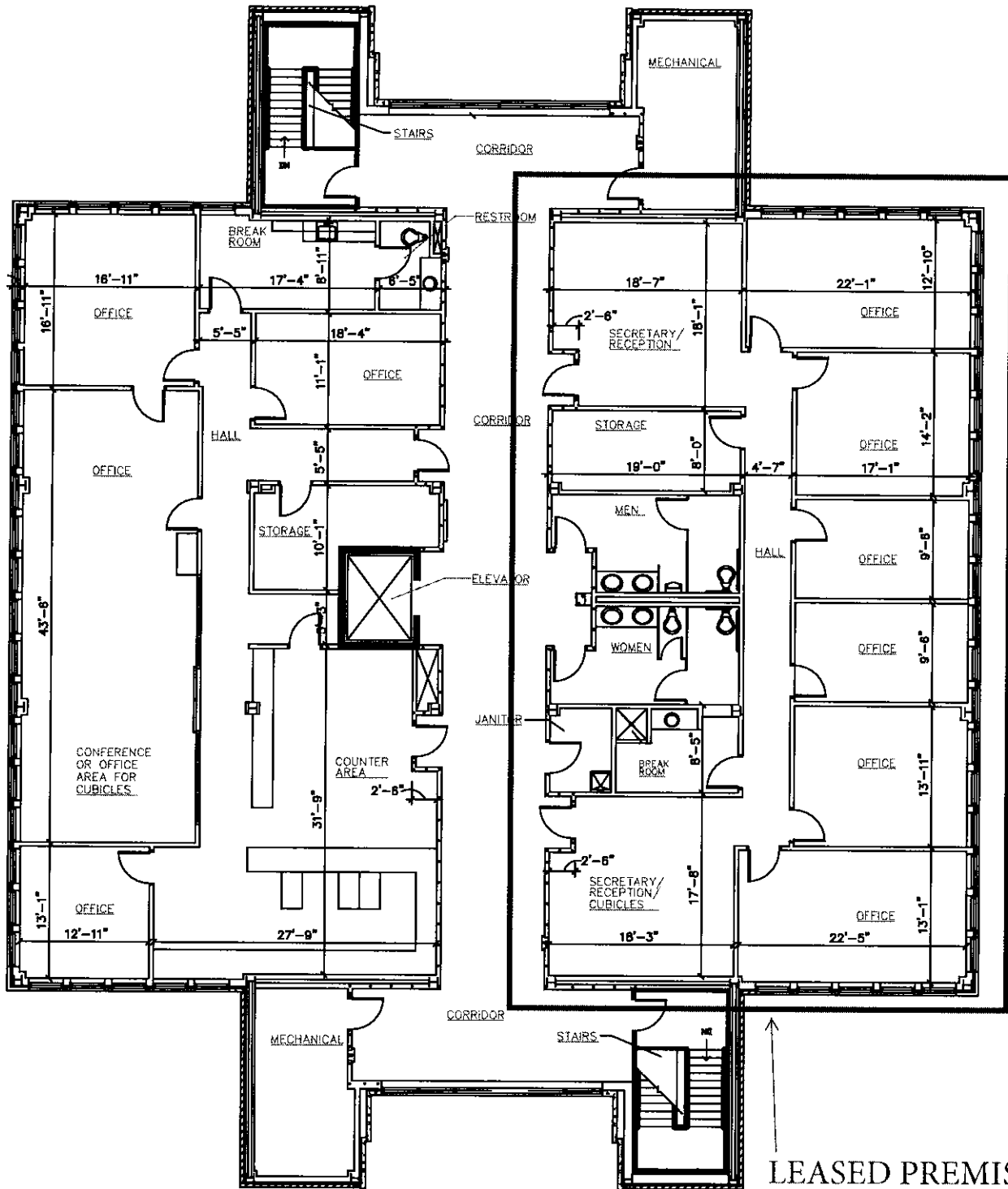
Before me, the undersigned officer duly authorized to take acknowledgements in the COUNTY and STATE aforesaid, personally appeared RODNEY ELMORE who, under oath, deposes and says that he/she is authorized to execute contracts and lease agreements and that he/she executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 31 day of December, 2020.



  
NOTARY  
My Commission Expires: 2/4/23

# EXHIBIT A - LEASED PREMISES



4th FLOOR PLAN  
ENTIRE FLOOR AVAILABLE

LEASED PREMISES,  
MINUS 4TH FLOOR  
COMMON AREAS

## EXHIBIT "B"

### Title VI Clauses for Compliance with Nondiscrimination Requirements

#### Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The lessee (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 lessee, 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 lessee 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 lessee 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 lessee of the lessee'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 lessee 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 lessee is in the exclusive possession of another who fails or refuses to furnish the information, the lessee 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 lessee'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 lessee under the contract until the lessee complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The lessee 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 lessee 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 lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the lessee 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 lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “lessee”) 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 lessees, 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 lessee has full responsibility to monitor compliance to the referenced statute or regulation. The lessee 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. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee 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). Lessee 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 Lessee is not enrolled as a Federal Lessee in E-Verify at time of contract award, the Lessee shall-
  - a. Enroll. Enroll as a Federal Lessee 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 Lessee, 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 Lessee is enrolled as a Federal Lessee in E-Verify at time of contract award, the Lessee shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Lessee shall initiate verification of all new hires of the Lessee, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Lessee in E-Verify, the Lessee shall initiate verification of all new hires of the lessee, 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 Lessee shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Lessee 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 Lessee may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Lessee 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 Lessee 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 Lessee 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 Lessee's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Lessee 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 Lessee's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Lessee, 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 lessee is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Lessee, then the Lessee 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 Lessee 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 Lessee 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 Lessees.

Subcontracts. The Lessee 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.