

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/11/2020

Contract/Lease Control #: L20-0478-WS

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: FLORIDA DEPARTMENT OF HEALTH

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/10/2021

Expiration Date: 12/31/2021 W/RENEWALS

Description of: 4TH FLOOR LEASE AT 1804 LEWIS TURN BLVD

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7143

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: TB10 Tracking Number: 44820
Procurement/Contractor/Lessee Name: Florida Dept. of Health Grant Funded: YES ___ NO X
Purpose: Lease of 4th Floor Water-Sewer
Date/Term: 12-31-2020 w/ extensions 1. GREATER THAN \$100,000
Department #: W/S Revenue 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: 7,736.05 monthly
Department: WS Dept. Monitor Name: Littell

Purchasing Review

Procurement or Contract/Lease requirements are met:
Whita Mason Date: 7-27-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NO federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 7-27-2020
Risk Manager or designee Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 7-26-2020
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Sunday, July 26, 2020 11:53 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Lisa Price
Subject: RE: Lease agreement for water & sewer building

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson, P.A.**
ESTABLISHED 1915

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason
Sent: Tuesday, July 21, 2020 8:50 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara ; Lisa Price
Subject: FW: Lease agreement for water & sewer building

Please review the updated lease from Jerry.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator

DeRita Mason

From: Lisa Price
Sent: Monday, July 27, 2020 1:09 PM
To: DeRita Mason
Subject: RE: Lease agreement for water & sewer building

This 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



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
Sent: Monday, July 27, 2020 12:41 PM
To: Lisa Price
Subject: FW: Lease agreement for water & sewer building

Please review and approve. It is just a blanket lease agreement that W&S will use when and if they rent out the office space in their building.

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960

Lease Agreement

This Lease Agreement is executed and entered into this 10th day of August, 2020, 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 Florida Department of Health, Okaloosa County certified to do business in the State of Florida, whose principal address is 221 Hospital Drive N.E., Fort Walton Beach, FL 32548.

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., Fort Walton Beach, FL 32547, as indicated in the attached and incorporated Exhibit A, ("Leased Premises"), to Lessee for the following purposes:

- a. Office Space on Fourth Floor of the Okaloosa County Water & Sewer Building of Leased Premises for 5,390 s.f.
- 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 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.

1.2 It has been determined by the parties that it is more appropriate to enter into this Lease agreement for the Leased Premises as opposed to the Lessee purchasing a facility. The parties also acknowledge that the rental rates are reasonable.

SECTION TWO
Use of Premises

2.1 The Lessee shall use said premises as office space for COVID-19 contact tracing and investigations by Lessee's employees and contractors and for no other purpose without prior approval by the Lessor.

2.2 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 10th day of August, 2020 and terminating on the 31st day of December, 2020, unless extended by the parties in writing. Lessee shall be entitled to extend this lease by giving notice to Lessor prior to the expiration of the initial term, provided Lessee has not been in default of this Lease agreement at any time during the initial term.

(b) During the final two (2) 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, shall be \$17.22 per square foot, on annualized basis, payable as a monthly rent. For August, September and October, Lessee shall submit rent payments within fifteen (15) days of the end of the preceding month. For November, December and any renewal periods thereafter, Lessee shall submit rent payments on the first day of the month. Rent payments shall be as follows:

(a) \$7,734.65 per month 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 unless exempt.

SECTION FIVE

Reserved

SECTION SIX

Utilities

6.1 All electric, light, heat, power, fuel, gas, garbage, internet 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 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 for all of Lessee's janitorial services required 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. Notwithstanding the foregoing, Lessee shall not be responsible for repairs or other work to put the premises in a better condition than delivered at

the beginning of the lease, and Lessee shall not be responsible for repairs or other work as to defects that were not obvious to a layman at the beginning of the lease (e.g. latent defects).

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. Notwithstanding anything in this agreement to the contrary, Lessee is a state agency or subdivision as defined in section 768.28, Florida Statutes, and nothing in this agreement shall be construed as an agreement to be sued or to waive or change the limitations of liability set forth in that statute, nor does Lessee agree to indemnify any party for any reason or to release any party from liability for actions caused by that party's negligent or other tortious conduct.

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

Insurance requirements are set forth in Exhibit C.

SECTION THIRTEEN
Reserved

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.

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 and Sewer
Attn: Mr. Jerry Menze, Financial Manager
1804 Lewis Turner Blvd, Suite 300
Ft. Walton, FL 32547

With a Copy:
Okaloosa County
Attn: Deputy County Administrator
1250 N. Eglin Parkway, Suite 102
Shalimar, FL 32579

As to Lessee:

Florida Department of Health Okaloosa County
Attn: Susan Wagner, PHFM, Operations Manager C
221 Hospital Drive NE
Ft. Walton Beach, FLO 32548-5066

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 Either party 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, less normal wear and tear and any latent or other adverse conditions that existed at the time of taking possession or were caused by acts of God, fire, or other casualties and losses not caused by Lessee. 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 Exhibit C 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

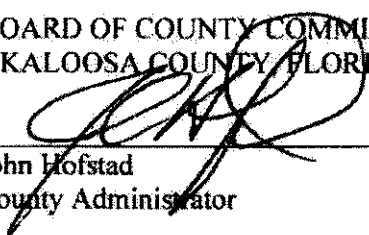
27.1 This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal actions relating to this Lease shall be brought in the courts in and for Okaloosa County, Florida.

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.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



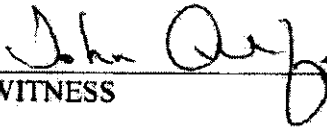
John Hofstad
County Administrator

FLORIDA DEPARTMENT OF HEALTH in
OKALOOSA COUNTY



Karen A. Chapman, MD, MPH
Director
8/6/2020

WITNESS



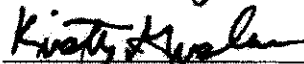
John DeJone 8-6-2020
WITNESS

ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

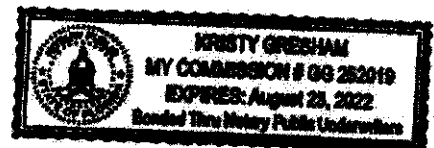
Before me, the undersigned officer duly authorized to take acknowledgements in the COUNTY and STATE aforesaid, personally appeared [INSERT NAME OF LESSEE'S SIGNOR] who, under oath, deposes and says that he/she is authorized to execute contracts and lease agreements and that he/she executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 6th day of August, 2020.



NOTARY

My Commission Expires: August 23, 2022



Leased premises - See Exhibit A - Attached

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.

Exhibit C

GENERAL SERVICES INSURANCE REQUIREMENTS FOR LEASES

INSURANCE REQUIREMENTS

1. The Lessee shall not occupy said premises until all required insurance has been obtained and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Lease.
3. The County reserves the right at any time to require the Lessee to provide copies of any insurance policies to document the insurance coverage specified in this Lease.

WORKERS' COMPENSATION INSURANCE

1. The Lessee shall secure and maintain during the life of this Lease Workers' Compensation insurance for all employees employed at the site or any site connected with this lease; evidence of insurance shall be furnished to the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employees 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. If the Lessee does not own vehicles, the Lessee 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. Lessee must maintain this insurance coverage throughout the life of this lease.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Lessee shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage.

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:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	
1.) General Liability	\$200,000 each person \$300,000 each occurrence
2.) Personal Injury	\$10,000 each person/each occurrence
3. Commercial General Liability	\$200,000 each person \$300,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Lessee agrees to report any incident or claim that results from this lease. 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 Lessee'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 Lessee becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, evidencing all required coverage must be submitted to and approved by Okaloosa County.

2. The lessee 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 lessee 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. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.

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 lease.

EXCESS/UMBRELLA INSURANCE

The Lessee shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLAS insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLAS liability coverage must equal or exceed the minimum liability insurance limits stated in this lease. An EXCESS liability policy must be submitted showing which policy it applies to.