

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/14/2014

Contract/Lease Control #: L14-0405-FM

Bid #: N/A

Contract/Lease Type: LEASE

Award To/Lessee: OKALOOSA COUNTY COUNCIL ON AGING

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/20/2014

Term: 03/19/2024

Description of Contract/Lease: LEASE OF OLD FT WALTON BEACH HOSPITAL

Department: FM

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed: _____

cc: Finance Department Contracts & Grants Office

**AMENDMENT NO. 2 TO LEASE AGREEMENT
Okaloosa County Council On Aging, Inc. L14-0405-FM**

This Amendment No. 2 to the Lease Agreement dated February 18, 2014, is by and between Okaloosa County (the "Lessor") and Okaloosa County Council on Aging, Inc., ("Lessee"). Lessor and Lessee are parties to that certain Lease Agreement dated of even date herewith (the "Agreement"). Lessor and Lessee desire to amend the terms of the Agreement.

WHEREAS, on February 18, 2014, the County and Okaloosa County Council on Aging, Inc. entered into a Lease with each other for the property located at 207 NE Hospital Drive, City of Fort Walton Beach, State of Florida, known commonly as the "Old Ft. Walton Beach Hospital"; and

WHEREAS, on December 16, 2014, the County entered into a lease with Okaloosa Walton Homeless Continuum of Care, Opportunity, Inc. The County has received a request to terminate this lease.;

WHEREAS, the parties desire to amend the Lease to include additional space within the Old Ft. Walton Beach Hospital building previously occupied by Okaloosa Walton Homeless Continuum of Care, Opportunity, Inc. as shown as Exhibit "A";

WHEREAS, the Lessee shall pay to Lessor for the use and occupancy of the space already leased and the addition space currently utilized one dollar (\$1.00) per year;

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as Exhibit "B"; and

WHEREAS, the parties wish to amend the lease to add new and updated general services insurance requirements attached hereto as Exhibit "C"; and

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Lease as follows:

1. L14-0405-FM is hereby amended to add the additional approximately 1,559 square foot of space within the Old Fort Walton Beach Hospital building previously occupied by Okaloosa Walton Homeless Continuum of Care, Opportunity Inc. as shown on Exhibit "A".
2. Lessor agrees to comply with all applicable federal regulations, included, but not limited to those set forth in Exhibit "B", attached hereto and incorporated herein.
3. L14-0405-FM is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "C" and made a part of the Lease by reference.
4. All other provisions of the Lease shall remain in full force and effect through the duration of the lease term.

CONTRACT#: L14-0405-FM
OKALOOSA COUNCIL ON AGING, INC.
OLD FWB HOSPITAL SPACE LEASE
EXPIRES: 03/19/2024

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

Okaloosa County Council On Aging, Inc.

By: Kimberly A. Fraley

Printed Name: Kimberly A. Fraley

Date: January 11, 2021

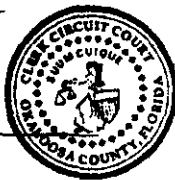
**OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: Carolyn N. Ketchel
Carolyn N. Ketchel
Chairman, Board of County Commissioners



ATTEST:

By: J.D. Peacock II
J.D. Peacock II, Clerk



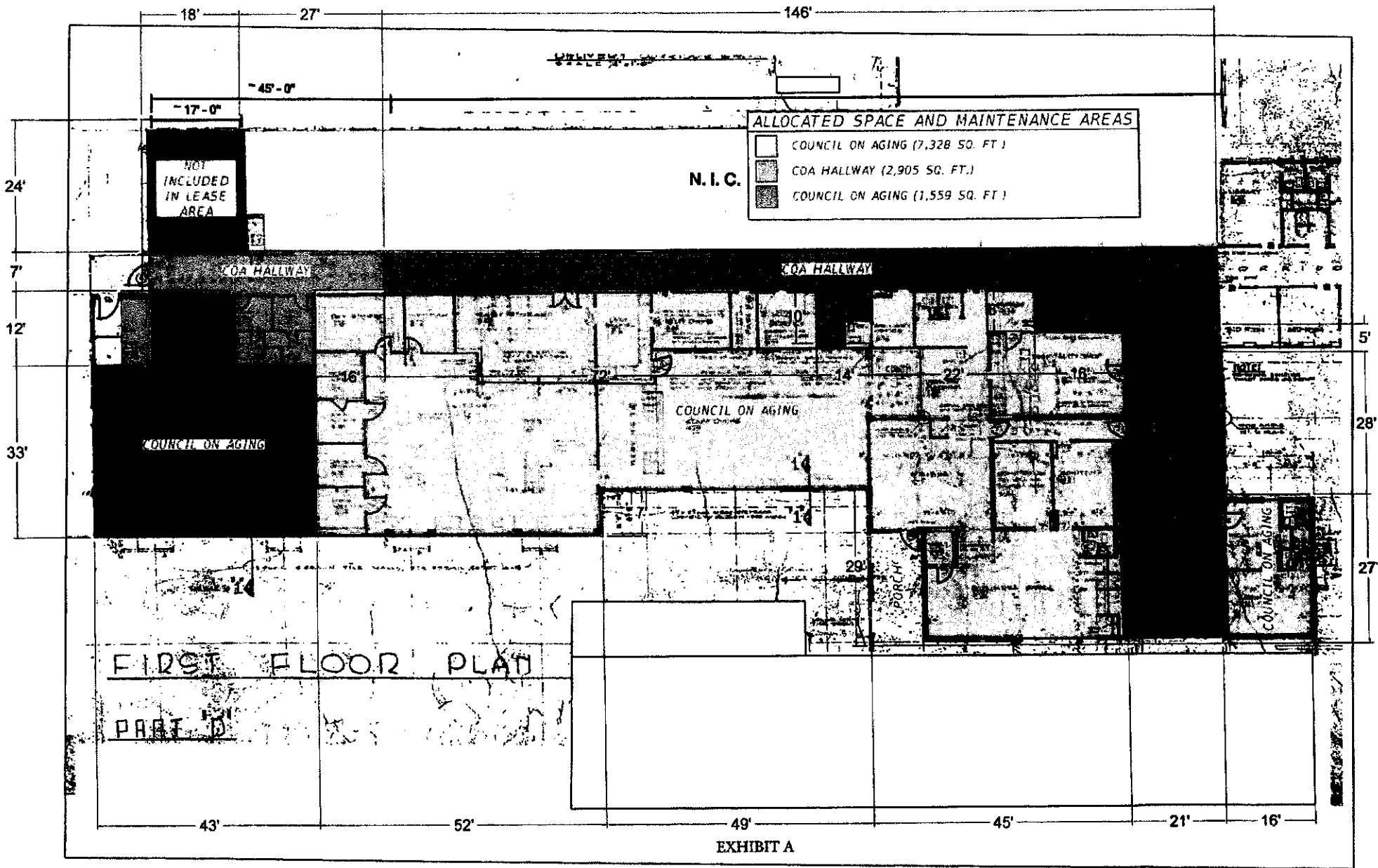


Exhibit "B"

Standard Contract Clauses

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-**
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;**
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,**
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)**

- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of**
 - a. All new employees.**
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or**
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or**
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)**

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-
- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

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

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

Exhibit "C"

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 06/12/17

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers 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 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. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The County 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 County and the Contractor.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

9. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County 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.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Products and Completed Operations Liability
5. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

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

	<u>LIMIT</u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000

NOTICE OF CLAIMS OR LITIGATION

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

of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

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

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site 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 Contractor's full responsibility. In particular, the Contractor 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 Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

UMBRELLA INSURANCE

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/04/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 3520 Thomasville Rd., Ste. 500 Tallahassee FL 32309		CONTACT NAME: Lynda Turner PHONE (AC, No, Ext): (850) 656-3747 FAX (AC, No): (850) 656-4065 E-MAIL ADDRESS: lturner@bbtally.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
		INSURER B: Bridgefield Employers Insurance Company	10701
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Okaloosa Co. Council on Aging, Inc. dba Elder Services of Okaloosa Co & Elder Home Care 207 Hospital Drive NE Fort Walton Beach FL 32548			

COVERAGES

CERTIFICATE NUMBER: 21/22 WC-20/21 BAL

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	PHPK2114477	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2114477	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	0830-600530	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okaloosa County Board of County Commissioners is included as an additional insureds with regard to general liability coverage as required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Okaloosa County, Florida & Okaloosa County BOCC 1250 N Eglin Pkwy Shallmar FL 32579	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 114-0405-FM Tracking Number: 418821
Procurement/Contractor/Lessee Name: Elder Services Grant Funded: YES ___ NO X
Purpose: amendment
Date/Term: 31924 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: 0
Department: Fm Dept. Monitor Name: Hendrick

Purchasing Review
Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 12-18-2020
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: no risk element Date: _____
_____ 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: Saturday, December 19, 2020 3:34 PM
To: Zan Fedorak
Cc: DeRita Mason; Lynn Hoshihara
Subject: RE: Amendment to Council On Aging Lease (L14-0504-FM)

The amendment meets legal sufficiency.

Merry Christmas,
Kerry

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

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From: Zan Fedorak <zfedorak@myokaloosa.com>
Sent: Friday, December 18, 2020 2:58 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: DeRita Mason <dmason@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: Amendment to Council On Aging Lease (L14-0504-FM)

Kerry,

Elder Services has requested an amendment to their lease that will incorporate space previously occupied by Okaloosa Walton Homeless Continuum of Care, Inc. OW Homeless Continuum of Care has requested to terminate their lease and have vacated the space. The amendment is attached along with a drawing of the area. The drawing still needs to be finished up but I think it's close enough to keep the review moving. Please let me know if you have any questions.

Merry Christmas!!!

Zan

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



CERTIFICATE OF LIABILITY INSURANCE

ALTER-1

OP ID: LT

DATE (MM/DD/YYYY)
03/31/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of FL, Inc. 3520 Thomasville Rd #500 Tallahassee, FL 32309 Matt Osiecki	CONTACT NAME: Lynda Turner	
	PHONE (A/C, No., Ext): 850-656-3747 FAX (A/C, No): 850-656-4065 E-MAIL ADDRESS: lturner@bbtally.com	
INSURED Alternative Living Inc dba Twin Cities Pavilion, Crestview Manor and Okaloosa Co Council on Aging, Inc. 207 Hospital Dr NE Fort Walton Beach, FL 32548	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Bridgefield Employers Ins Co	10701
	INSURER B : Columbia Casualty Ins Co	31127
	INSURER C : Continental Casualty Company	20443
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			4034824894	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000
B	<input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			4034824894	04/01/2016	04/01/2017	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED Emp Ben. \$ 1000/3000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5086991791	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	83050053	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

04-07-16P01:52 RCVD

L 0405

CERTIFICATE HOLDER

OKALO01

Okaloosa Board of County Commi
FAX: (850) 833-9174
602 C N. Pearl Street
Crestview, FL 32536

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lynda Turner



CERTIFICATE OF LIABILITY INSURANCE

OKALO-2

OP ID: LT

DATE (MM/DD/YYYY)

03/30/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of FL, Inc. 3520 Thomasville Rd #500 Tallahassee, FL 32309 Matt Osiecki	CONTACT NAME: Lynda Turner
	PHONE (A/C, No, Ext): 850-656-3747
	FAX (A/C, No): 850-656-4065
	E-MAIL ADDRESS: lturner@bbtally.com
INSURER(S) AFFORDING COVERAGE	
	NAIC #
INSURED Elder Srv of Okaloosa County Elder Home Care ; Okaloosa Co Council on Aging Inc. 207 Hospital Drive NE Fort Walton Beach, FL 32548	INSURER A : Philadelphia Indemnity
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK1452245	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1452245	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			PHPK1452245	04/01/2016	04/01/2017	Per Occ 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Assisted Living Facilities Niceville & Crestview, FL. Lease Contract #L98-0088-BCC10 and #L98-0106-BCC10-24.

14-07-15P01:53 RCVD

L 405

CERTIFICATE HOLDER**CANCELLATION**

OKALO03

Okaloosa Board of County Commissioners
 Attn: John Christopher
 602 C N. Pearl Street
 Crestview, FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lynda Turner

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emailed
4/13/15

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: L14 - 0405 - FM Tracking Number: 1338-15

Contractor/Lessee Name: Okaloosa Co Council on Aging Grant Funded: YES ___ NO ___

Purpose: Amended Lease

Date/Term: 10/1/14 - 9/30/24

Amount: \$1.00/yr

Department: FM

Dept. Monitor Name: Puckett

1. GREATER THAN \$50,000
 2. GREATER THAN \$25,000
 3. \$25,000 OR LESS

Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:

[Signature] Date: 4-13-15

Purchasing Director or Designee: Joanne Kublik or Sunnie Estes

Risk Management Review

Approved as written:

[Signature] Date: 4/15/15

Risk Manager or designee: Laura Porter or Krystal King

County Attorney Review

Approved as written:

Approved per email attached - zF Date: 4/15/15

County Attorney: Gregory T. Stewart or Lynn Hoshihara

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date: _____

To Teresa Ward 4/16

AMENDED LEASE

This Amended Lease entered into this 21st day of April, 2015, hereby amends the Lease dated February 18, 2014 by and between, **OKALOOSA COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, herein referred to as "Lessor", and **OKALOOSA COUNTY COUNCIL ON AGING, INC.**, a Florida Non Profit Corporation, herein referred to as "Lessee".

SECTION ONE
SUBJECT AND PURPOSE

Lessor does hereby Lease that certain portion of the building, as indicated in the attached and incorporated Exhibit "A", located at 207 NE Hospital Drive, City of Fort Walton Beach, County of Okaloosa, State of Florida, known commonly as the "Old Ft. Walton Beach Hospital", ("Leased Premises") to Lessee for the following purposes:

1. General administrative offices.
2. Necessary administrative support spaces.
3. Space for food preparation for the "Meals-On-Wheels" program. Lessee will be fully responsible for the provision, maintenance and care of all food preparation equipment and for complying with all health and safety and any other regulations that apply to a food preparation operation.
4. Space for congregate dining.
5. No other use is authorized for any portion of the space covered by this lease.

SECTION TWO
TERM AND RENT

Lessee shall pay to Lessor for the use and occupancy of the space shown in Exhibit "A" one dollar (\$1.00) per year, it being intended that the fair rental value of the premises utilized by the Lessee as an in-kind match for federal programs serviced by Lessee, which rental rate shall continue for ten (10) consecutive years beginning on the 1st day of October, 2014, and ending on the 30th day of September, 2024. Rent for the entire year shall be due and payable on the first day of the Lease period of each year. All rental payments shall be made to the Lessor at the Office of the Clerk of Courts, Okaloosa County Courthouse, Crestview, Florida.

LEASE # L14-0405-FM
OKALOOSA COUNTY COUNCIL ON AGING
OLD FWB HOSPITAL SPACE LEASE
EXPIRES: 03/19/2024

SECTION THREE
ADDITIONAL RENT

In addition, Lessee shall pay any and all taxes, charges, costs, and expenses that may be due as a result of this Lease, together with all interest and penalties that may accrue thereon in the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of the Lessee of failure by Lessee to comply with the terms and conditions of this Lease shall be deemed to be additional rent, and, in the event of non-payment, Lessor shall have all the rights and remedies as herein provided for failure to pay rent.

SECTION FOUR
ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Lessee may not make any additions, alterations, or changes of any kind to the Leased Premises or on Lessor's property without the expressed written consent of Lessor.

1. *Permission.* Lessee shall submit a complete work plan of any and all work that Lessee proposes to undertake to Lessor in advance of any work beginning. Lessee may not begin any work without written permission in advance from Lessor.
2. *Costs.* The full costs to accomplish any work plan approved by Lessor shall be borne entirely by Lessee.
3. *Permitting and Inspection.* All work authorized by Lessor and undertaken by Lessee, or Lessee's contractor(s) or agent(s) shall be properly permitted by the appropriate inspecting authority and shall comply with all laws, rules, and regulations administered by any agency having jurisdiction over the work to be done.
4. *License and Insurance.* All contractors performing work on the Leased Premises shall be properly licensed and insured to perform the work. Prior to commencement of work at the Leased Premises, Contractors shall submit to the Lessor a Certificate of Insurance naming the Lessor as an additional insured with limits of coverage as follows:
 - a. *Workers Compensation –*
 - i. *State - statutory limit*
 - ii. *Employers Liability - \$1,000,000 limit each accident*
 - b. *Business Automobile - \$1,000,000 each occurrence (combined single limit)*

- c. *Commercial General Insurance* - \$1,000,000 each occurrence (combined single limit)
 - d. *Professional Liability* - \$1,000,000 each occurrence (combined single limit)
 - e. *Personal and Advertising Injury* - \$250,000 per person
5. *Payment.* Lessee is solely responsible for the payment for all items contracted for or purchased by Lessee. Lessee will take whatever actions that are necessary to remove any lien(s) placed on the property as a result of Lessee's activities.
6. *Ownership.* All approved alterations, additions, and improvements to the Leased Premises shall remain in place and become the property of Lessor at the conclusion of the Lease term.

SECTION FIVE
USE, MAINTENANCE, AND REPAIRS

Lessee shall, at all times during the Lease and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, the interior of the Leased Premises and shared common areas, including bathrooms and hallways as shown on the attached Exhibit "A". Lessee shall at Lessee's own expense maintain and make timely repairs to:

- 1. *HVAC System.* General maintenance of HVAC systems; replace filters in a timely manner; clean and tune up the equipment according to the manufacturer's recommendations.
- 2. *Kitchen Equipment.* Clean, tune up, and maintain the various pieces of equipment in the commercial kitchen according to the manufacturer's recommendations.
- 3. *Other.* Clean and maintain restroom fixtures, flooring, ceilings, walls, windows, doors, and any other items in a customary manner to preserve function and value.

Lessee also recognizes that it will share certain common areas in the Leased Premises, such as bathrooms and hallways, with another tenant of Lessor, the Okaloosa Walton Homeless Continuum of Care Opportunity, Inc. ("Opportunity, Inc."), as depicted on Exhibit "A". Lessee and Opportunity, Inc. have agreed to each tenant's obligations and responsibilities as to the use, cleaning, and maintenance of shared common areas. Areas the Lessor is responsible for are depicted in Exhibit "A" and any amendments thereto shall be provided to Lessor.

Lessee shall not allow any overnight occupancy or stays on the Lease Premises or in any portion of the space covered by this Lease. Lessee's authorized parking on the Lessor's property is limited to one vehicle per staff member of Lessee assigned to work at the Leased Premises. No vehicles or trailers may be parked overnight on Lessor's property without the express written

consent of the Lessor. Further, Lessee shall not store any good, items, or materials outside that portion of the Leased Premises assigned to Lessee on Exhibit "A" without the express written consent of the Lessor.

SECTION SIX
TAXES

Lessee shall pay on or before the last day on which payment may be made without penalty or interest, all taxes, assessments, or other governmental charges that shall or may, during the lease term, be imposed on or arise in connection with the use of the Leased Premises.

SECTION SEVEN
UTILITIES

Utilities for the Leased Premises are provided and maintained through accounts billed to the Lessee. Lessee shall only be responsible for the cost of utilities consumed in the portion of the premises under Lessee's control, as shown on the attached Exhibit "A". Lessor shall pay to the Lessee a separate negotiated monthly amount towards the cost of utilities utilized by Lessor in that portion of the building that is occupied and controlled by Lessor. Lessee has entered into separate written agreements with other tenants of the building regarding payments toward utilities consumed by other tenants, which are attached hereto as Exhibit "B" and any amendments thereto shall be provided to Lessor. Lessor shall not be responsible to Lessee for reimbursement of such costs.

SECTION EIGHT
MECHANICS' LIENS - CONSENT OF LESSOR

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 Leased 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 Lessor's building, property, or any portion thereof.

SECTION NINE
UNLAWFUL OR DANGEROUS ACTIVITY

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.

SECTION TEN
INSURANCE AND INDEMNITY

Lessee shall maintain during the term of this Lease adequate insurance coverage through insurance policies upon which the Lessor shall be named as an additional insured as follows:

- a. *Workers Compensation* –
 - i. *State* - statutory limit
 - ii. *Employers Liability* - \$100,000 limit each accident
- b. *Business Automobile* - \$1,000,000 each occurrence (combined single limit)
- c. *Commercial General Insurance* - \$1,000,000 each occurrence (combined single limit)

Lessee shall provide to Lessor Certificates of Insurance demonstrating that the required insurance coverage has been obtained and showing that Lessor is named as an additional insured on such insurance policies. Lessee further recognizes that the Lessor is not currently maintaining property damage insurance on the Leased Premise; but may elect to do so in the future during the term of this Lease. In the event that Lessor elects to purchase property damage insurance on the Leased Premise, during the term of this Lease, then Lessee shall be responsible for payment to Lessor of a pro rata share of the costs of such insurance, which will be calculated based upon the square footage of the Leased Premises occupied by the Lessee.

Lessee also 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:

- 1. A failure by Lessee to perform any of the terms or conditions of this Lease.
- 2. Any injury or damage happening on or about the Lessor's building or property resulting from the Lessee's occupancy, operations, or use of the Leased Premises pursuant to this Lease.
- 3. Failure to comply with any law of any governmental authority.
- 4. Any mechanic's lien or security interest filed against the Lessor's building or property or any equipment installed or caused to be installed 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.

SECTION ELEVEN
ACCESS TO LEASED PREMISES

Lessee shall permit Lessor 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.

SECTION TWELVE
EASEMENTS, AGREEMENTS, OR ENCUMBRANCES

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 a holder of an interest pursuant to the rights of that holder thereunder.

SECTION THIRTEEN
LIABILITY OF LESSOR

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 for any property of Lessee. The provisions herein permitting Lessor to enter and inspect the Leased Premises are made to insure that Lessee is in compliance with the terms and conditions hereof and makes repairs that Lessee has failed to make or are necessary as a consequence of a repair that was necessary that was outside of the responsibility of Lessee. Lessor shall not be liable to Lessee for any entry on the premises for inspection or necessary repair purposes.

SECTION FOURTEEN
REPRESENTATIONS BY LESSOR

At the commencement of the term, Lessee shall accept the Leased Premises, 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 FIFTEEN
WAIVERS

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 that Lessor may have to enforce performance of the terms and conditions of this Lease at any time.

SECTION SIXTEEN
NOTICE

All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or 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
 Attn: Director, Facilities Maintenance
 5489 Old Bethel Road
 Crestview, Florida 32536

As to Lessee: Okaloosa County Council on Aging, Inc.
 Attn: Director
 207 Hospital Drive, Northeast
 Ft. Walton Beach, Florida 32548

SECTION SEVENTEEN
ASSIGNMENT, MORTGAGE, OR SUBLEASE

Neither Lessee nor its successors or assigns shall assign, mortgage, pledge or encumber this Lease or sublet the Leased Premises, in whole or in part, or permit the Leased Premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance. If this Lease is assigned or transferred, or if all or any part of the Leased Premises is sublet or occupied by anybody other than Lessee without Lessor's written consent, Lessor may declare Lessee in default and terminate the entire Lease and demand Lessee vacate the entire Leased Premises and surrender control of the Leased Premises by to Lessor within fifteen (15) calendar days from service of notice of default to Lessee by Lessor. Any consent by Lessor to sublease or transfer any portion of the Leased Premises to any other party is limited to that specific request and does not construe consent by Lessor to any other transfers or sublets.

SECTION EIGHTEEN
LEASE RENEWAL AND TERMINATION

If Lessor wishes to renew the Lease after the end of the Lease term set forth in Section Two then Lessee shall provide Lessor with a written Lease renewal request no later than One Hundred Twenty (120) days prior to the expiration of the Lease term. The Lease rate and terms for any renewal of the Lease shall be by mutual agreement of Lessor and Lessee and shall also be presented to and approved by the Okaloosa County Board of County Commissioners.

Either party may terminate this Lease for convenience and be released from all obligations thereunder by providing the other party with notice in writing at least One Hundred Twenty (120) days prior to the Lease termination date.

SECTION NINETEEN
SURRENDER OF POSSESSION

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 subtenancies, 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
DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this Lease by Lessee:

1. **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.
2. **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.
3. **IF** Lessee shall fail to pay Lessor any rent, or additional rent required hereunder when such become due and shall not make the payment within Fifteen (15) days after notice thereof by Lessor to Lessee.
4. **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 15 day period, Lessee shall not in good faith have commenced performance within the Fifteen (15) day period and shall not diligently proceed to completion of performance.
5. **IF** Lessee fails to maintain in full force and effect the insurance coverages required pursuant to Section 10 or fails to name Lessor as an additional insured on such insurance policies.
6. **IF** Lessee shall vacate or abandon the Leased Premises.
7. **IF** this 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.

8. IF 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-ONE
EFFECT OF DEFAULT

In the event of any default hereunder, as set forth in Section Twenty, the rights of Lessor shall be as follows:

1. Lessor shall have the right to cancel and terminate this Lease, as well as all of the right, 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.
2. 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 and to remain until the default has been corrected or 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.
3. Lessor may re-enter the premises immediately and remove the property and personnel of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. After re-entry, Lessor may terminate the Lease by giving Fifteen (15) days written notice of termination to Lessee. Lessee shall be responsible to pay to Lessor all costs of making any repairs to the Leased Premises that were the responsibility of Lessee, and if not paid Lessor shall be entitled to a judgment against Lessee for said sum.
4. Lessor shall have any other remedy available by law.

SECTION TWENTY-TWO
TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS

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-THREE
APPLICABLE LAW AND VENUE

This agreement shall be governed by and construed in accordance the Laws of the State of Florida. The venue for any legal actions relating to this Lease shall be brought in the Courts in and for Okaloosa County, Florida.

IN WITNESS WHEREOF, Lessee has hereunto set its hand and seal this 10th day of March, 2015.

In the Presence of:

[Signature]
Jocaine LaCraie

OKALOOSA COUNTY COUNCIL ON AGING, INC.

Ruth R. Lovejoy
BY: Ruth R. Lovejoy (Title)

ATTEST:
[Signature]
Secretary President

IN WITNESS WHEREOF, Lessor has hereunto set its hand and seal this 22nd day of April, 2015.

ATTEST:

[Signature]
J.D. Peacock II
Clerk of Courts



BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

[Signature]
Chairman Nathan D. Boyles



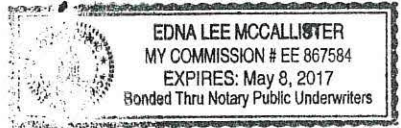
STATE OF FLORIDA)
COUNTY OF OKALOOSA)

Before me, the undersigned authority, personally appeared RUTH R. LOVEJOY as Executive Director of OKALOOSA COUNTY COUNCIL ON AGING, INC., a Florida corporation, to me well known and known to me to be the person described in and who executed the foregoing document and acknowledged to and before me that she has the full authority to execute and did execute said instrument in the capacity and for the purposes therein expressed.




WITNESS my hand and official seal this 10th day of March, 2015.

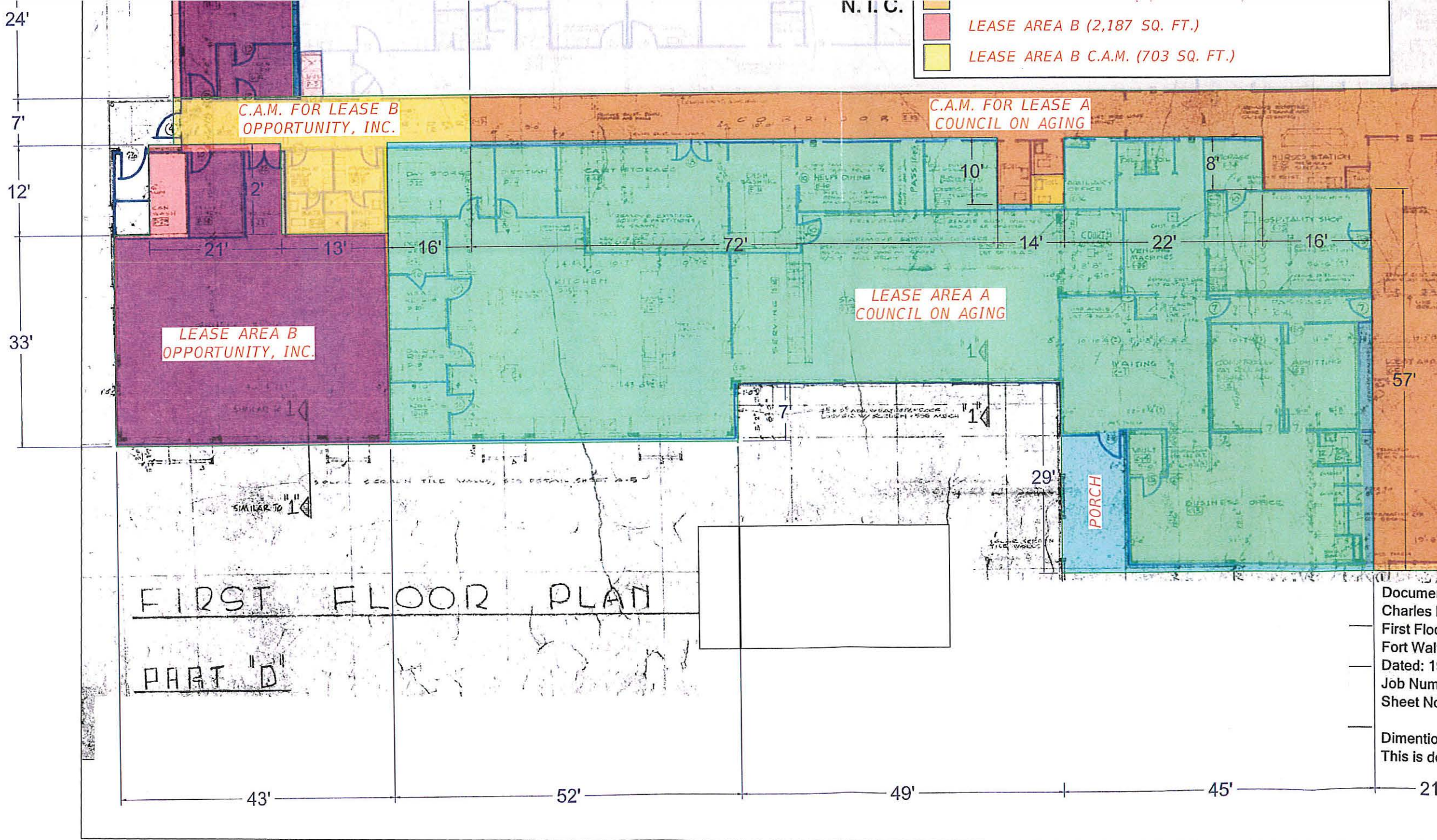
My Commission Expires:

[Signature]
NOTARY PUBLIC



N. I. C.

	C.A.M. FOR LEASE B OPPORTUNITY, INC.
	LEASE AREA B (2,187 SQ. FT.)
	LEASE AREA A COUNCIL ON AGING



FIRST FLOOR PLAN

PART "D"

Document
 Charles H
 First Floor
 Fort Walto
 Dated: 19
 Job Num
 Sheet No:
 Dimention
 This is do

OLD FORT WALTON BEACH HOSPITAL
UTILITIES COST SPLIT AGREEMENT

Opportunity Inc agrees to pay to Elder Services \$350⁰⁰ per month on or before the 5th day of each calendar month as its share of the total utilities expenses and for this payment to continue for as long as Opportunity Inc occupies the leased space approved by the Board of County Commissioners as of the date the execution of this agreement. And, this agreement shall be reviewed annually in the month of October of each year and the amount shall be adjusted to reflect any actual increases or decreases in the unit costs of the various utilities that took effect during the previous 12 months.

The utilities cost split for each utility is as follows:

Electric	=	<u>\$300⁰⁰</u>	/month
Water/Sewer/Trash	=	<u>\$ 50⁰⁰</u>	/month
Natural Gas	=	<u>\$-0-</u>	/month
TOTAL	=	<u>\$350⁰⁰</u>	/month

By signing below, on this the 5th day of March, 2015, the parties agree to the terms of this agreement.

Council on Aging
Elder Services

Ruth R. Foreman
AUTHORIZED REPRESENTATIVE

Okaloosa County Continuum of Care
Opportunity Inc.

Mark L. Sanchez
AUTHORIZED REPRESENTATIVE



Okaloosa County Public Works



State of Florida

Okaloosa County Council on Aging, Inc.
Attn: Ruth Lovejoy, Executive Director
207 Hospital Drive, Northeast
Ft. Walton Beach, FL 32548

Re: Storage of portable storage buildings in parking lot.

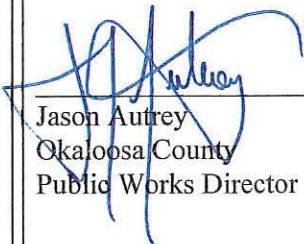
Ms. Lovejoy,

In accordance with Section Five, Use, Maintenance, and Repair, of the Amended Lease, the storage of any goods, items, or materials outside the assigned leased portion of Lessee's property, is not permitted without written consent of the Lessor.

This letter shall serve as written consent for the use of two (2) portable storage buildings located in the parking lot of the property commonly known as the "Old Ft. Walton Beach Hospital" by the Council on Aging for their use in connection with the services provided by the Council on Aging.

These portable storage buildings are subject to the terms and provisions of the Amended Lease between Okaloosa County and the Okaloosa County Council on Aging.

Sincerely,



Jason Autrey
Okaloosa County
Public Works Director

4/13/15

Date



L0405

OKALO-2

OP ID: LT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2015

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Brown & Brown of FL, Inc. 3620 Thomasville Rd #500 Tallahassee, FL 32309 Matt Oslecki	CONTACT NAME: Lynda Turner PHONE (A/C, No, Ext): 850-656-3747 E-MAIL ADDRESS: lturner@bbtally.com	FAX (A/C, No): 850-656-4065
	INSURER(S) AFFORDING COVERAGE	
INSURED Elder Srv of Okaloosa County Elder Home Care ; Okaloosa Co Council on Aging Inc & Okaloos Co Coordinated Transit 207 Hospital Drive NE Fort Walton Beach, FL 32548	INSURER A: Philadelphia Indemnity	NAIC # 18058
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

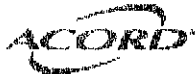
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		PHPK1157774	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1157774	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional		PHPK1157774	04/01/2015	04/01/2016	Per Occ 1,000,000 Agg 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER OKAL007 Okaloosa BOCC 1804 Lewis Turner Blvd. Fort Walton Beach, FL 32547	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

ALTER-1 OF ID: LY

DATE (MM/DD/YYYY)

04/01/2015

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of FL, Inc. 3520 Thomasville Rd #500 Tallahassee, FL 32308 Matt Olecki	CONTACT NAME: Lynda Turner PHONE (A/C No. Ext): 850-656-3747 E-MAIL ADDRESS: lturner@bbtally.com	FAX (A/C No.): 850-656-4068
	INSURER(S) AFFORDING COVERAGE	
INSURED Alternative Living Inc dba Twin Cities Pavilion, Crestview Manor and Okaloosa Co Council on Aging, Inc. 207 Hospital Dr NE Fort Walton Beach, FL 32548	INSURER A: Bridgefield Employers Ins Co	NAIC # 10701
	INSURER B: Continental Casualty Company	20443
	INSURER C: Columbia Casualty Ins Co	31127
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDITIONAL SUBR (INSR) (WAIVED)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		4834824894	04/01/2015	04/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
C	<input checked="" type="checkbox"/> Professional Liab		4834824894	04/01/2015	04/01/2016	PERSONAL & ADY INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE	\$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		8086991791	04/01/2015	04/01/2016	PRODUCTS - COMP/OP AGG	\$ INCLUDED
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				Emp Ben.	\$ 1006/3000
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> UED	<input type="checkbox"/> RETENTION \$				PROPERTY DAMAGE (Per accident)	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/>	83080063	01/01/2015	01/01/2016	E.L. EACH ACCIDENT	\$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HQ)	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

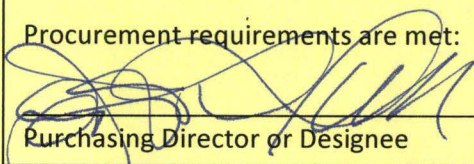
CERTIFICATE HOLDER OKALOOS Okaloosa BOCC 1804 Lewis Turner Blvd. Fort Walton Beach, FL 32547	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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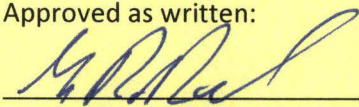
CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: L14-0405-PW Tracking Number: 908-14
Contractor/Lessee Name: Okaloosa Co Council on Aging Grant Funded: YES ___ NO X
Purpose: _____
Date/Term: 3/19/2024 1. GREATER THAN \$50,000
Amount: _____ 2. GREATER THAN \$25,000
Department: PW 3. \$25,000 OR LESS
Dept. Monitor Name: Hofstad
Document has been reviewed and includes any attachments or exhibits.

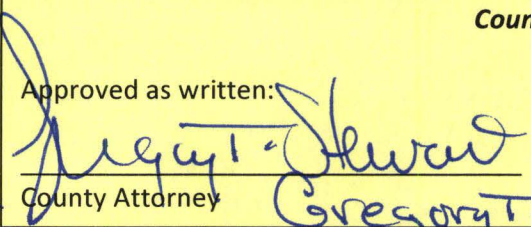
Purchasing Review

Procurement requirements are met:
 Date: 3/19/14
Purchasing Director or Designee Joanne Kublik

Risk Management Review

Approved as written:
 Date: 3/19/14
Risk Manager or designee

County Attorney Review

Approved as written:
 Date: 3-18-14
Gregory T. Stewart (as of 2-18-14)
County Attorney

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager Date: _____

LEASE

Lease made the 18th day of February, 2014 by and between OKALOOSA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, herein referred to as "Lessor", and OKALOOSA COUNTY COUNCIL ON AGING, INC., of 207 NE Hospital Drive, City of Fort Walton Beach, County of Okaloosa, State of Florida, herein referred to as "Lessee".

SECTION ONE
SUBJECT AND PURPOSE

Lessor leases a portion of the building, as indicated in Addendum "A" (attached), located at 207 NE Hospital Drive, City of Fort Walton Beach, County of Okaloosa, State of Florida, known commonly as the "old Ft. Walton Beach Hospital", to Lessee for the following purposes:

1. General administrative offices.
2. Necessary administrative support spaces
3. Space for food preparation for the "Meals-On-Wheels" program. Lessee will be fully responsible for the provision, maintenance and care of all food preparation equipment and for complying with all health and safety and any other regulations that apply to a food preparation operation.
4. Space for congregate dining.
5. No other use is authorized for any portion of the space covered by this lease.

SECTION TWO
TERM AND RENT

Lessee shall pay to Lessor for the use and occupancy of the space shown in Addendum "A" (attached) one dollar (\$1.00) per year, it being intended that the fair rental value of the premises utilized by the Lessee as an in-kind match for federal programs serviced by Lessee, which rental rate shall continue for ten (10) consecutive years beginning on the 20th day of March, 2014 and ending on the 19th day of March, 2024. Rent for the entire year shall be due and payable on the first day of the lease period of each year. All rental payments shall be made to the Lessor at the Office of the Clerk of Courts, Okaloosa County Courthouse, Crestview, Florida.

SECTION THREE
ADDITIONAL RENT

All taxes, charges, costs, and expenses that Lessee assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of the Lessee or failure by Lessee to comply with the terms and conditions of this lease shall be deemed to be additional rent, and, in the event of non-payment, Lessor shall have all the rights and remedies as herein provided for failure to pay rent.

SECTION FOUR
ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Lessee may not make any additions, alterations, or changes of any kind to the leased premises without the expressed written consent of Lessor.

1. *Permission.* Lessee shall submit a complete work plan of any and all work that Lessee proposes to undertake to Lessor in advance of any work beginning. Lessee may not begin any work on the lease space without written permission in advance from Lessor.
2. *Costs.* The full costs to accomplish any work plan approved by Lessor shall be borne entirely by Lessee.
3. *Permitting and Inspection.* All work authorized by Lessor and undertaken by Lessee, or Lessee's contractor(s) or agent(s) shall be properly permitted by the appropriate inspecting authority and shall comply with all laws, rules, and regulations administered by any agency having jurisdiction over the work to be done.
4. *License and Insurance.* All contractors performing work on the leased premises shall be properly licensed and insured to perform the work. Contractors working on the premises shall submit to the Lessor a Certificate of Insurance naming the Lessor as an additional insured with limits of coverage as follows:
 - a. *Workers Compensation-*
 - i. *State* – statutory limit
 - ii. *Employers Liability* - \$1,000,000 limit each accident
 - b. *Business Automobile* - \$1,00,000 each occurrence (combined single limit)
 - c. *Commercial General Insurance* - \$1,00,000 each occurrence (combined single limit)
 - d. *Professional Liability* - \$1,000,000 each occurrence (combined single limit)
 - e. *Personal and Advertising Injury* - \$250,000 per person
5. *Payment.* Lessee is solely responsible for the payment for all items contracted for or purchased by Lessee. Lessee will take whatever actions that are necessary to remove any lien(s) placed on the property as a result of Lessee's activities.
6. *Ownership.* All approved alterations, additions, and improvements to the leased premises shall remain in place and become the property of Lessor at the conclusion of the lease term.

SECTION FIVE MAINTENANCE AND REPAIRS

Lessee shall, at all times during the lease and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, the interior of the leased portion of the premises. Lessee shall at Lessee's own expense maintain and make timely repairs to any equipment in the leased space including, but not limited to:

1. *HVAC System.* General maintenance of HVAC systems; replace filters in a timely manner; clean and tune up the equipment according to the manufacturer's recommendations.
2. *Kitchen Equipment.* Clean, tune up, and maintain the various pieces of equipment in the commercial kitchen according to the manufacturer's recommendations.
3. *Other.* Clean and maintain restroom fixtures, flooring, ceilings, walls, windows, doors, and any other items in a customary manner to preserve function and value.

SECTION SIX TAXES

Lessee shall pay on or before the last day on which payment may be made without penalty or interest, all taxes, assessments, or other governmental charges that shall or may, during the lease term, be imposed on or arise in connection with the use of the leased portion of the premises.

SECTION SEVEN
UTILITIES

Lessee shall pay for all utilities consumed in the leased portion of the premises. Lessee shall post any necessary deposits with the various utilities providers and cause the utilities services to be registered in the Lessee's name. At the conclusion of the final lease term, Lessee shall submit to Lessor evidence of payment of all final utilities bills for the leased premises. Lessee shall only be responsible for the cost of utilities consumed in the portion of the premises under Lessee's control.

SECTION EIGHT
MECHANICS' LIENS - CONSENT OF LESSOR

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 leased 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 premises or any portion thereof.

SECTION NINE
UNLAWFUL OR DANGEROUS ACTIVITY

Lessee shall neither use nor occupy the leased premises or any part thereof of or 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.

SECTION TEN
INDEMNITY

Lessee shall 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:

1. A failure by Lessee to perform any of the terms or conditions of this lease.
2. Any injury or damage happening on or about the premises as a result of the Lessee's occupancy of the leased portions of the premises.
3. Failure to comply with any law of any governmental authority.
4. Any mechanic's lien or security interest filed against the premises or any equipment installed or caused to be installed by Lessee at the premises, or any materials used or

caused to be used by Lessee on or at the premises, or any work done or caused to be done by Lessee at the premises for any purpose.

SECTION ELEVEN
ACCESS TO LEASED PREMISES

Lessee shall permit Lessor or its agents to enter the leased premises at all reasonable hours to inspect the leased premises 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.

SECTION TWELVE
EASEMENTS, AGREEMENTS, OR ENCUMBRANCES

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

SECTION THIRTEEN
LIABILITY OF LESSOR

Lessee shall be in exclusive control and possession of the leased portion of the premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the leased portion of the premises or for any property of Lessee. The provisions herein permitting Lessor to enter and inspect the leased premises are made to insure that Lessee is in compliance with the terms and conditions hereof and makes repairs that Lessee has failed to make or are necessary as a consequence of a repair that was necessary that was outside of the responsibility of Lessee. Lessor shall not be liable to Lessee for any entry on the premises for inspection or necessary repair purposes.

SECTION FOURTEEN
REPRESENTATIONS BY LESSOR

At the commencement of the term Lessee shall accept the leased portion of the premises and the 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 in the leased portion of the premises.

SECTION FIFTEEN
WAIVERS

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 that Lessor may have to enforce performance of the terms and conditions of this lease at any time.

SECTION SIXTEEN
NOTICE

All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and with return receipt requested, to the party to be notified at the address set forth herein as indicated in the first paragraph of this lease or at such other address as either party may from time to time designate in writing.

SECTION SEVENTEEN
ASSIGNMENT, MORTGAGE, OR SUBLEASE

Neither Lessee nor his successors or assigns shall assign, mortgage, pledge or encumber this lease or sublet the leased portion of the premises in whole or in part, or permit the premises to be used or occupied by others, nor shall this lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance. If this lease is assigned or transferred, or if all or any part of the leased premises is sublet or occupied by anybody other than Lessee without Lessor's written consent, Lessor may declare Lessee in default and terminate the entire lease and demand Lessee vacate the entire leased premises and surrender control of the leased premises by to Lessor within fifteen (15) calendar days from service of notice of default to Lessee by Lessor. Any consent by Lessor to sublease or transfer any portion of the leased premises to any other party is limited to that specific request and does not construe consent by Lessor to any other transfers or sublets.

SECTION EIGHTEEN
LEASE RENEWAL/EXTENSION

Lessee must submit to Lessor written request for any renewal or extension of the lease not less than Ninety (90) days prior to the end of the current lease. The lease rate and terms for any renewal or extension of the lease shall be by mutual agreement of Lessor and Lessee. If Lessor has not received written request for a renewal or extension of the lease from Lessor at least Ninety (90) days prior to the end of the current lease and/or if no agreement for the terms and/or rate for the lease renewal/extension is agreed by all parties then the lease will expire on the last day of the current lease period.

SECTION NINETEEN
SURRENDER OF POSSESSION

Lessee shall quietly and peaceably vacate the leased premises and surrender possession to Lessor on or before the last day of the current lease, or on an earlier termination and forfeiture of the lease, free of subtenancies, in good condition and repair. Lessee shall remove all property of every description in the leased premises that is not the property of Lessor from the premises on or before 12:00 am (midnight) on the last day of the lease.

If Lessee has not vacated the leased premises and surrendered possession back to Lessor by 12:00 am (midnight) on the last day of the current lease, or on an earlier termination and forfeiture of the lease, the lease rate shall become \$0.05 per square foot per calendar day for the entire leased premises, which includes approximately Six Thousand

Eight Hundred (6,800) square feet more or less, covered by the current lease for each calendar day, or any portion thereof, until the entire leased premises is vacated and surrendered to Lessor.

SECTION TWENTY
DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this lease by Lessee:

1. 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.
2. 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.
3. IF Lessee shall fail to pay Lessor any rent or additional rent when the rent shall become due and shall not make the payment within Fifteen (15) days after notice thereof by Lessor to Lessee.
4. 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 15 day period, Lessee shall not in good faith have commenced performance within the Fifteen (15) day period and shall not diligently proceed to completion of performance.
5. IF Lessee shall vacate or abandon the leased premises.
6. IF this 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.
7. IF 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-ONE
EFFECT OF DEFAULT

In the event of any default hereunder, as set forth in Section Twenty-Three, the rights of Lessor shall be as follows:

1. Lessor shall have the right to cancel and terminate this lease, as well as all of the right, 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.
2. 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 and to remain until the default has been corrected or 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.
3. Lessor may re-enter the premises immediately and remove the property and personnel of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. After re-entry, Lessor may terminate the lease by giving Fifteen (15) days written notice of termination to Lessee. Lessee shall be responsible to pay to Lessor all costs of making any repairs to the premises that were the responsibility of Lessee, and if not paid Lessor shall be entitled to a judgment against Lessee for said sum.
4. Lessor shall have any other remedy available by law.

SECTION TWENTY-TWO

TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS

This lease contains the entire agreement between the parties and cannot be changed or terminated 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-THREE
APPLICABLE LAW

This agreement shall be governed by and construed in accordance the Laws of the State of Florida.

IN WITNESS WHEREOF, Lessee has hereunto set its hand and seal this 21st day of February, 2014.

In Presence Of:

OKALOOSA COUNTY COUNCIL
ON AGING, INC.

Gaylon Taylor
Pam Rouse

BY: Ruth R. Lovejoy
Executive Director

ATTEST:
Debi Riley Broadway
Secretary

IN WITNESS WHEREOF, Lessor has hereunto set its hand and seal this 10th day of March, 2014.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Don W. Howard
Clerk of Courts



Charles K. Windes, Jr.
Chairman



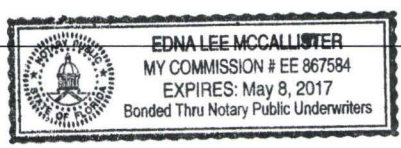
STATE OF FLORIDA)
)
COUNTY OF OKALOOSA)

Before me, the undersigned authority, personally appeared RUTH R. LOVEJOY as Executive Director of OKALOOSA COUNTY COUNCIL ON AGING, INC., a Florida corporation, to me well known and known to me to be the person described in and who executed the foregoing document and acknowledged to and before me that she has the full authority to execute and did execute said instrument in the capacity and for the purposes therein expressed.

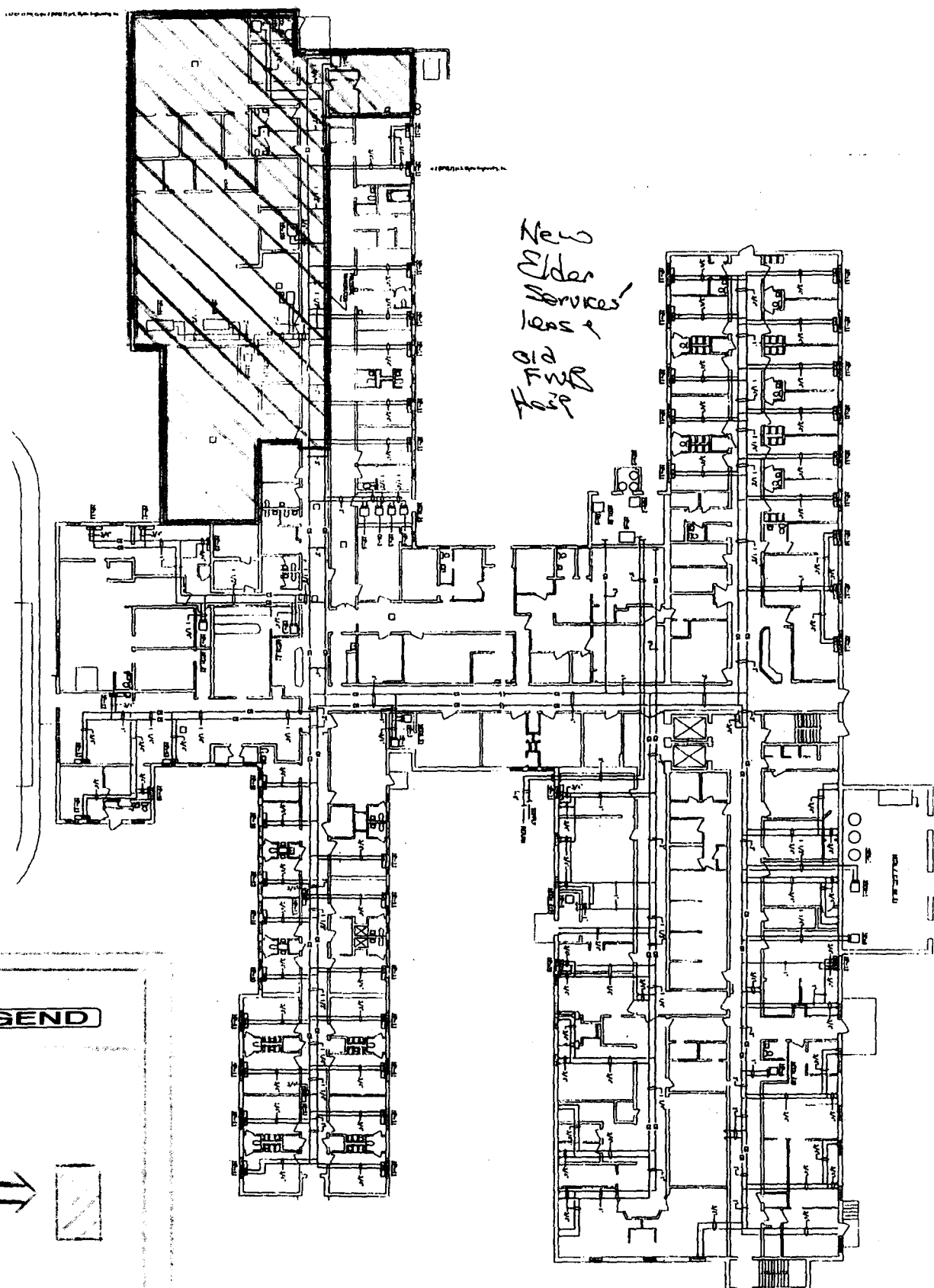
WITNESS my hand and official seal this 21st day of February, 2014.

Edna Lee McCallister
NOTARY PUBLIC

My Commission Expires:



ADDENDUM "A"



New
Older
Services
to be kept

LEGEND

LIMITS
OF
LEASED
AREA

