

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/15/2021

Contract/Lease Control #: L19-0474-WS

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: OFFICE OF CRIMINAL CONFLICT & CIVIL COUNSEL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2019

Expiration Date: 06/30/2022 W/1 1 YR RENEWAL

Description of: 1804 LEWIS TURNER BLVD, SW QUADRANT OF BUILDING

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7171

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

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

Date: March 4, 2021

Company: Office of Criminal Conflict and Civil Regional Counsel, Region 1

Attn: Karen Hood

Address: 227 N. Bronough Street

City, St, Zip: Tallahassee, Florida 32301

RE: Lease Renewal

Dear Mrs. Brower,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # L19-0474-WS for an additional term. The contract renewal period will be 07/01/2021 to 06/30/2022. The annual budgeted amount for this contract is \$22,175.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Jeff Littrell
Signature: _____
Digitally signed by Jeff Littrell
DN: cn=Jeff Littrell, o=Okaloosa County
Public Safety Services, ou=Okaloosa
County, email=j.littrell@okaloosa.com, c=US
Date: 2021.03.15 14:33:26 -0500

Contractor: Office of Criminal Conflict and Civil Regional Counsel,
Region 1

Date: 03/15/2021

Approved By: Jeffrey A Hyde
(as prescribed below on item 1)
Digitally signed by Jeffrey A Hyde
Date: 2021.03.15
15:38:56 -0500

Approved By: *[Signature]*

Date: 03/15/2021

Approved By: _____
(as prescribed below on item 1)

Title: Regional Counsel

Date: _____

Date: 3/5/2021

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).

- 2) Keep a copy of this form for your records.

- 3) Send original to Contracts and Lease Coordinator < If you have any questions please contact the Pu 850-689-5970

CONTRACT#: L19-0474-WS
OFFICE OF CRIMINAL CONFLICT & CIVIL COUNSEL
1804 LEWIS TURNER BLVD,
SW QUADRANT OF BUILDING
EXPIRES: 06/30/2022 W/1 1 YR RENEWAL

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/07/2020

Contract/Lease Control #: L19-0474-WS

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: OFFICE OF CRIMINAL CONFLICT & CIVIL COUNSEL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2019

Expiration Date: 06/30/2021 W/2 1 YR RENEWALS

Description of 1804 LEWIS TURNER BLVD, SW QUADRANT OF BUILDING

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7171

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

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

Date: February 24, 2020
Company: Office of Criminal Conflict and Civil Regional Counsel, Region 1
Address: P.O. Box 1019
City, St, Zip Tallahassee, FL 32302
RE: Office Space Lease, L19-0474-WS

Dear Ms. Brower:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # L19-0474-WS for an additional term. The contract renewal period will be 07/01/2020 to 06/30/2021. The annual budgeted amount for this contract renewal period is \$21,525.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal. If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director
Signature: Jill Littell

Contractor/Lessee: Office of Criminal
Conflict and Civil Regional Counsel,
Region 1

Date: 3/11/2020

Approved By: [Signature]
(As prescribed below on item 1)
John Hofstad, County
Administrator

Approved by: [Signature]

Date: 4/14/20

Title: Admin Director

Approved By: [Signature]
(As prescribed below on item 1)
Robert A. "Trey" Goodwin III
Chairman, Board of County
Commissioners

Date: 2/27/2020

Date: MAY 05 2020

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$50K and less, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/08/2019

Contract/Lease Control #: L19-0474-WS

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: OFFICE OF CRIMINAL CONFLICT & CIVIL COUNSEL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2019

Expiration Date: 06/30/2020 W/3 1 YR RENEWALS

Description of Contract/Lease: 1804 LEWIS TURNER BLVD, SW QUADRANT OF BUILDING

Department: WS

Department Monitor: LITRELL

Monitor's Telephone #: 850-651-7171

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

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT#: L18-0474-WS
OFFICE OF CRIMINAL CONFLICT & CIVIL COUNSEL
1804 LEWIS TURNER BLVD, SW QUADRANT OF BUILDING
EXPIRES: 06/30/2020 W/3 1 YR RENEWALS



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

**STATE RISK MANAGEMENT
TRUST FUND**

Policy Number: WC-5800 State Employee Workers' Compensation
and Employer's Liability
Certificate of Coverage

Name Insured: Regional Counsels

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B \$200,000.00 each person
\$300,000.00 each occurrence

Inception Date: July 1, 2018

Expiration Date: July 1, 2019



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

**STATE RISK MANAGEMENT
TRUST FUND**

Policy Number: **GL-5800** **General Liability
Certificate of Coverage**

Name Insured: **Regional Counsels**

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: **\$200,000.00** each person
 \$300,000.00 each occurrence

Inception Date: **July 1, 2018**

Expiration Date: **July 1, 2019**

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

Procurement/Contract/Lease Number: TBD Tracking Number: 3281-19
Procurement/Contractor/Lessee Name: State of Florida ^{Criminal Computer} Grant Funded: YES NO
Purpose: lease for space at Lewis Turn Blvd
Date/Term: 3 1yr terms 1. GREATER THAN \$100,000
Amount: 1741.67 2. GREATER THAN \$50,000
Department: WS 3. \$50,000 OR LESS
Dept. Monitor Name: Littrell

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 2-14-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: NA Grant Name: _____
Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 2-14-19
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 2-18-19
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Karen Donaldson
Sent: Thursday, February 14, 2019 3:27 PM
To: DeRita Mason
Subject: RE: Lease for Office of Criminal Conflict - current L16-0423-WS

DeRita

This is approved by Risk.

Thanks ☺

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, February 14, 2019 3:09 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>
Subject: FW: Lease for Office of Criminal Conflict - current L16-0423-WS

Please review and approve.

Thank you,

DeRita

From: Gerard Menze
Sent: Thursday, February 14, 2019 2:30 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: Lease for Office of Criminal Conflict - current L16-0423-WS

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, February 18, 2019 11:40 AM
To: DeRita Mason
Cc: Karen Donaldson; Edith Gibson
Subject: RE: Lease for Office of Criminal Conflict - current L16-0423-WS

This is approved for legal purposes.

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: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, February 14, 2019 4:09 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>
Subject: FW: Lease for Office of Criminal Conflict - current L16-0423-WS

Please review and approve.

Thank you,

DeRita

From: Gerard Menze
Sent: Thursday, February 14, 2019 2:30 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: Lease for Office of Criminal Conflict - current L16-0423-WS

Hello DeRita:

Attached is the proposed draft lease agreement for the current tenant on the second floor of the Water & sewer building. The current lease will expire 6/30/2019 with no more renewals. As they are a State Agency, I have prepared this lease using the updated version of the State of Florida Standard Lease agreement (form 4054). This is the same form used for the current lease. The tenant has reviewed the draft version and is aware that it will have to go through legal review and coordination before they can sign. They also realize that it will need to go to the BCC for final approval.



STATE OF FLORIDA
Standard Lease Agreement
 Department of Management Services Form 4054

Lease Number: _____

Lease Commencement: 07/01/2019

Preamble

THIS LEASE AGREEMENT is entered into this 26 day of MAR, 2019 by and between those Parties listed below.

Parties

Lessee: State of Florida, Office of Criminal Conflict and Civil Regional Counsel, 1st Region
Agency Name

Address: P.O. Box 1019 Tallahassee FL 32302
Street City State Zip Code

Lessor: Okaloosa County Florida, a political subdivision of the State of Florida
Lessor Name

Address: 1250 N. Eglin Parkway Shallmar FL 32579
Street City State Zip Code

FEID: 59-6000765 **OR** **Social Security Number:** _____

1. Description

A. In consideration for the covenants and agreements made here, Lessor agrees to lease to Lessee those Premises (hereinafter the "Premises") described as:

Description: County Government Office Complex

Building: Okaloosa County Water & Sewer **County:** Okaloosa
Building Name

Address: 1804 Lewis Turner Blvd Fort Walton Beach FL 32547
Street City State Zip Code

consisting of an aggregate area of 1,250 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement. This space comprises approximately 100.0% of the 1,250 net square feet in the building.

B. Lessor shall also provide 0 exclusive parking spaces and 0 nonexclusive parking spaces as part of this Lease Agreement.

2. Term & Renewals

A. The Lease shall begin on: July 1, 2019
Month Day Year

and end at the close of business on June 30, 2020
Month Day Year

for a term of 12 months.

B. Lessee, however, is hereby granted the option to renew this Lease for an additional 3 - 1 Year terms upon the same terms and conditions as specified in Article 4. B. of this Lease. If Lessee desires to renew this Lease under the provisions of this Article, it shall give Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in this Article or any applicable renewal period.

CONTRACT#: L19-0474-WS
OFFICE OF CRIMINAL CONFLICT & CIVIL COUNSEL
1804 LEWIS TURNER BLVD, SW QUADRANT OF BUILDING
EXPIRES: 06/30/2020 W/3 1 YR RENEWALS

Lessor Initial: [Signature] Page 1 of 8
 Lessee Initial: [Signature] Form 4054
 Rev. Date 8/15

Lease Number: _____

3. Notices, Rental Invoices & Rental Payments

A. All Notices to be served upon Lessee shall be sent by receipted mail to:

Lessee: State of Florida, Office of Criminal Conflict and Civil Regional Counsel, 1st Region
Agency Name
 Address: P.O. Box 1019 Tallahassee FL 32302
Street City State (Zip Code)

B. All Notices to be served upon Lessor shall be sent by receipted mail to:

Lessor: Okaloosa County Water and Sewer Department, c/o Jeff Littrell, Director
Lessor Name
 Address: 1804 Lewis Turner Blvd, Suite 300 Fort Walton Beach FL 32547
Street City State (Zip Code)

C. Rental Invoices shall be submitted monthly to Lessee at:

Lessee: State of Florida, Office of Criminal Conflict and Civil Regional Counsel, 1st Region
Lessee Name
 Address: P.O. Box 1019 Tallahassee FL 32302
Street City State (Zip Code)

D. Rental Payments shall be paid to Lessor at:

Lessor: Okaloosa County Water & Sewer
Lessor Name
 Address: 1804 Lewis Turner Blvd, Suite 300 Fort Walton Beach FL 32547
Street City State (Zip Code)

4. Rent

The rent shall be payable the month following the month of occupancy in accordance with subsection 215.422, Florida Statutes. The rent for any fractional part of the first month shall be prorated.

A. Base Term

Lessee agrees to pay Lessor rent according to the following schedule:

Start (MM/DD/YYYY)	Term -	End (MM/DD/YYYY)	Floor of Building	Square Footage Per Floor	Rate Per Square Foot	Monthly Rent	Annual Rent
07/01/2019	-	06/30/2020	2nd	1,250	\$16.72	\$1,741.67	\$20,900.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00

B. Option Term

For the renewal options as specified in article 2, the rental rate shall be:

Start (MM/DD/YYYY)	Term		Floor of Building	Square Footage Per Floor	Rate Per Square Foot	Monthly Rent	Annual Rent
	-	End (MM/DD/YYYY)					
07/01/2020	-	06/30/2021	2nd	1,250	\$17.22	\$1,793.75	\$21,525.00
07/01/2021	-	06/30/2022	2nd	1,250	\$17.74	\$1,847.92	\$22,175.00
07/01/2022	-	06/30/2023	2nd	1,250	\$18.27	\$1,903.13	\$22,837.50
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00

5. Utilities

- A. The Lessor , Lessee , see Addendum _____ will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this Lease.
- B. For the facilities in which the Lessee occupies a metered, aggregate area of 2,000 net square feet or more, Lessor agrees to provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

6. Facility Services

- A. The Lessor or Lessee will furnish daily janitorial services and required janitorial supplies. Janitorial services will include provision of recycling trash disposal for the Premises at the expense of the Lessor or Lessee .
- B. Lessor shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices. This includes repainting, replacement of worn or damaged floor covering and repairs or replacement of interior equipment as needed due to normal use. Lessor shall maintain the exterior of the leased facility so to conform to all applicable health and safety laws, ordinances and codes, which are presently in effect or may be enacted during the term of this Lease and any renewal periods.
- C. The Lessor or Lessee agrees to furnish pest control services for the leased Premises during the term of the Lease at the expense of the Lessor or Lessee .
- D. Lessor agrees to install light fixtures for use by Lessee. The Lessor or Lessee shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures.

Lessor Initial: CRW Page 3 of 8
 Lessee Initial: CRW Form 4054
 Rev. Date 8/15

E. All services required above shall be provided during Lessee's normal working hours, which are deemed 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays, unless otherwise stipulated below:

Day	From	To
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

F. During the term of this Lease, Lessee shall maintain the interior of the Premises in as good a state of repair as it is at the time of the commencement of this Lease. Notwithstanding this obligation, reasonable wear and tear and unavoidable casualties are permissible.

7. Accessibility and Alterations

A. Lessor agrees that the leased Premises meets at the time of occupancy, or will conform, or will be brought into conformance within 180 days of lease execution, the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 35 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC.

Notwithstanding anything else contained in this lease, Landlord at Landlord's expense, shall be responsible for and agrees to comply with all obligations under the ADA which imposes any duty upon landlord or tenant with respect to the use, occupancy or alteration of the leased premises, building or project.

If a claim or action is brought due to the allegations of failure to comply with the ADA, Landlord agrees to indemnify, defend, and hold Tenant harmless from any cost or expense, including attorney's fees, from being named in the claim or action.

B. The Florida Building Codes includes and requires the following subparts, which are applicable to occupied or public use leases:

Chapter 1, Section 101.1. all new and altered public buildings and facilities, private buildings and facilities, places of public accommodation and commercial facilities subject to this code shall comply with this code.

Chapter 1, Section 101.3 this code established standards for accessibility to place of public accommodation and commercial facilities by individuals with disabilities. This code shall also apply to state and local government (owned and leased) facilities pursuant to Section 553.503, Florida Statutes. It is to be applied during the design, construction and during any alteration to such buildings and facilities as required by the code.

C. Lessor agrees that Lessee shall have the right to make any minor alterations in and to the Premises during the term of this Lease upon first having obtained written consent of Lessor. Lessor shall not unreasonably withhold the consent to any such alterations.

8. Applicable Laws

Due to the size and/or configuration of the space leased, the following laws apply:

A. Section 255.25(3) (e), Florida Statutes relating to tenant improvement costs for which Lessor may be eligible for reimbursement. As applicable, Lessor and Lessee agree that the sum of _____ has been spent by the Lessor for improvements to the Premises and the Lessor does or does not intend to seek reimbursement for these improvements.

- B. Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.
- C. **Cooperation with the Inspector General**
Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

9. Heating and Air Conditioning

Lessor agrees to furnish to Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Lease at the expense of Lessor. Lessor agrees that thermostats in the Premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons.

10. Compliance with Fire Safety Standards

- A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.
- B. To assure Lessee of facility compliance with Florida's Fire Safety Standards, Lessor agrees to provide Lessee with written Fire Safety Inspection prior to the Lessee occupying the space. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.
- C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.
- D. Lessor certifies that no asbestos was used in the construction of the demised Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.
- E. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. Section 404.056(5), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 pCi/L.

11. Injury or Damage to Property

All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property.

12. Expiration of Term

At the expiration of the term, Lessee will peaceably yield up to Lessor the Premises in good and tenantable repair. Lessor and Lessee agree that Lessee shall have the right to remove from the Premises all personal property of Lessee including all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by Lessee provided that Lessee agrees to restore the Premises to as good a state of repair as found prior to the removal.

13. Right to Inspect

Lessor, at all reasonable times, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making any such repairs as Lessor is required to make under the terms of this Lease.

14. Taxes and Insurance

Lessor shall pay all real estate taxes and fire insurance premiums on the Premises. Lessor shall not be liable to carry fire insurance on the person or property of Lessee or any other person or property that may occupy the Premises now or later.

15. Subletting and Assignment

Lessee, upon obtaining written consent of Lessor, shall have the right to sublet all or any part of the Premises or to assign all or any part of the Premises. Lessor shall not capriciously withhold written consent.

16. Waiver of Defaults

No waiver by Lessee of any breach of this Lease by Lessor shall be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

17. Rental Commencement

Notwithstanding the provisions of Article 2 "Term" and Article 4 "Rent" of this Lease, term shall not commence until date of completion of the renovations of the demised premises to Lessee's satisfaction and thereby made ready for occupancy by lessee. At the time of occupancy, the rent for any fractional part of the first month of occupancy shall be prorated.

18. Availability of Funds

Pursuant to Section 255.2502, Florida Statutes, Lessor acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

19. Breach of Covenant

A. If Lessee neglects or fails to perform or observe any covenant herein, and such default continues for a period of thirty (30) days after receipt of written notice thereof from Lessor, then Lessor may lawfully, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, and repossess the same as of their former estate and expel Lessee and remove its effects forcefully, if necessary.

B. This action by the Lessor shall not be deemed as any manner of trespassing. Any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of Lessee's covenants is not waived by such action.

20. Not Consent to Sue

No provisions, terms, or conditions of this Lease shall be construed as consent of the State of Florida to be sued because of said leasehold.


21. Right to Terminate

Lessee shall have the right to terminate this Lease without penalty in the event a State-owned building becomes available to Lessee for occupancy, and upon the giving six (6) months advance written notice to Lessor by Certified Mail, Return Receipt Requested.

22. Public Entity Crime Statement

Section 287.133, Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities, including the department:

A person, or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Lessor Initial: 

Lessee Initial: 

23. Discrimination

Section 287.134 Florida Statutes places the following restrictions on the ability of persons on the discriminatory vendor list to transact business with public entities, including the department:

An entity who has been placed on the discriminatory vendor list may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

24. Use of Premises

Lessee will not make or suffer any unlawful, improper, or offensive use of the Premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such ordinances of the city or county in which the Premises are located, now or hereinafter made, as may be applicable to Lessee.

25. Failure to Comply

- A. In the event that Lessor fails to comply with any term or provision of this Lease after written notice, Lessee reserves the option to:
 - i. setoff and deduct from the rental amount due Lessor under this Lease such sums as Lessee determines are required to remedy the default of Lessor; and/or
 - ii. fulfill Lessor's obligations under the terms of this Lease; whereby Lessor shall reimburse Lessee on demand for any reasonable expenses which Lessee may incur in thus effecting compliance with Lessor's obligation under this Lease. Should Lessee elect this option, Lessee shall use its best efforts to mitigate damages caused thereby; and/or
 - iii. terminate this Lease and vacate the Premises, but without prejudice to any remedy which might otherwise be used by Lessee for any breach of Lessor's covenants contained herein; and/or
 - iv. bring suit for damages against Lessor for any expense (including reasonable attorney's fees) Lessee may incur by Lessor's failure to comply with any term or provision of the Lease. However, Lessee shall not bring suit for damages incurred due to a delay in the Commencement Date of this Lease if any such delay is caused solely by any delay, default or omission of Lessee.
- B. Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be completely cured within that thirty (30) day period, the length of such period shall be extended for the period reasonably required thereof, only if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity.
- C. Reason for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies.
- D. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

26. Definition of Terms

- A. The terms "Lease," "Lease Agreement," or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.
- B. The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
- C. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

27. Additional Terms

- D. No additional covenants or conditions form a part of this Lease
- E. All additional covenants or conditions appear on attached Addendum(s):

 A B _____

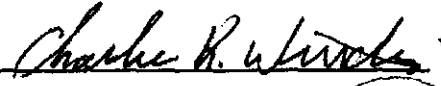
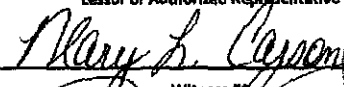
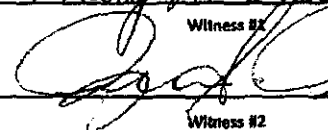
Lease Number: _____

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purpose herein expressed, this 26 day of MAR, 2019

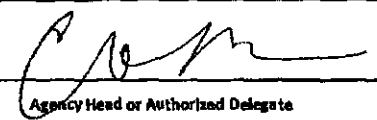
ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses, must sign, print name and enter date.

X		Charles K. Windes, Jr. Chairman, Okaloosa County BCC	MAR 26/2019 2019 Date <u>MLC</u>
X		Mary L. Carson	MAR 26/2019 2019 Date <u>MLC</u>
X		Renee S. Ramirez	MAR 26/2019 2019 Date <u>MLC</u>

As to Lessee Agency – Agency Head (or authorized designee) and representative of Agency's Office of General Counsel, must sign, print name and enter date.

X		Cardie Brown / Personal	3/4/19 Date
X	_____	_____	____/____/____ Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel, shall sign, print name and enter date.

X	_____	_____	____/____/____ Date
X	_____	_____	____/____/____ Date
X	_____	_____	____/____/____ Date

ADDENDUM A

FURNISHINGS

If initialed by the parties, the following terms will be incorporated into the Lease Agreement entered into MAR 26 2019, 2019, by and between Office of Criminal Conflict and Civil Regional Counsel, Region 1, and Okaloosa County, Florida

This Lease also includes the use of the following listed furnishings currently situated in the space leased by the Lessee located in the Southeast quadrant of the Building, which are for the use of the Lessee during the Term and which shall remain on the Premises at the termination of the Lease:

1. Receptionist Area
A. L-shaped desk with chair
2. Conference Room
A. Conference table with 6-8 chairs
3. Office 1
A. Desk
B. Credenza
C. Bookshelf
D. Chair
4. Office 2
A. Desk
B. Credenza
C. Bookshelf
D. Chair
5. Extra Chairs (visitor)

Lessee is responsible for moving the furnishings from their current location to the Premises. Lessee shall be liable for any damage to the furnishings which occurs during moving them from their current location to the Premises, or which may be caused by its act or negligent omission, or the act or negligent omission of any of Lessee's Representatives, and the Lessor may, at its option, repair such damage, and the Lessee shall thereupon reimburse and compensate the Lessor as additional rent, within five (5) days after delivery of an invoice by the Lessor, for the total cost of such repair and damage.

Lessor: ;

Lessee: .

ADDENDUM B

LIABILITY, INDEMNITY AND INSURANCE

If initialed by the parties, the following terms will be incorporated into the Lease Agreement entered into MAR 26 2019, 2019, by and between the Office of Criminal Conflict and Civil Regional Counsel, Region 1, and Okaloosa County, Florida.

(a) Except as provided in paragraph (b) herein, Lessor and its agents shall not be liable for any injury or damage to persons or property, or loss or interruption to business resulting from theft, fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the building, or from the pipes, appliances, or plumbing works, or from the roof, street, or subsurface, or from any other place, or by dampness, or by any cause of whatsoever; nor shall the Lessor or its agents be liable for any damage caused by other tenants or persons in said building, or caused by operations in construction of any private or public or quasi-public work.

(b) Notwithstanding the provisions contained in paragraph (a), the Lessor shall be liable for any damage to the Lessee, its employees, agents, or independent contractors and their property if such loss, injury, or damages are proximately caused by the negligence or breach by Lessor, its agents, employees, or independent contractors.

(c) Lessee shall be liable for any damage to the Premises which may be caused by its negligence, or the negligent acts of its agents, employees, or customers, and the Lessor may, at its option, repair such damage, and the said Lessee shall thereupon reimburse and compensate the Lessor as additional rent, within five (5) days after rendition of a statement by the Lessor, for the reasonable, usually and customary cost of such repair.

(d) Lessee is a State of Florida government agency. The State of Florida is self-insured. Lessee shall provide Lessor with documentation to this effect.

Lessor: AKW;

Lessee: [Signature].



**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: May 5, 2020
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Jeff Littrell
SUBJECT: Lease renewal for the Office of Criminal Conflict and Civil Regional Counsel
DEPARTMENT: Water and Sewer
BCC DISTRICT: 3 - Boyles

STATEMENT OF ISSUE: Staff requests approval of lease renewal with the Office of Criminal Conflict and Civil Regional Counsel, Region 1, at the Okaloosa County Water & Sewer Administration Building.

BACKGROUND: Request approval of lease renewal with Office of Criminal Conflict and Civil Regional Counsel in the Okaloosa County Water & Sewer Building at 1804 Lewis Turner Blvd., Fort Walton Beach, Florida. The lease expires on June 30, 2020 but has an option to renew for an additional three (3) one (1) year terms. Both parties wish to renew the lease for an additional year. The annual lease fee for this renewal period is \$21,525. Staff requests authorization for the Chairman to sign the lease renewal form to renew the lease from July 1, 2020 to June 30, 2021.

FUNDING SOURCE: not applicable.

OPTIONS: Approve or Deny

RECOMMENDATION: Staff recommends approval by the BCC to authorize the Chairman to execute the lease renewal form for the Office of Criminal Conflict and Civil Regional Counsel, Region 1, to continue to lease space at the Okaloosa County Water & Sewer Administration Building.

RECOMMENDED BY:

Jeff Littrell, Director

4/24/2020

APPROVED BY:

John Hofstad, County Administrator

4/29/2020

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/08/2019

Contract/Lease Control #: L19-0474-WS

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: OFFICE OF CRIMINAL CONFLICT & CIVIL COUNSEL

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2019

Expiration Date: 06/30/2020 W/3 1 YR RENEWALS

Description of Contract/Lease: 1804 LEWIS TURNER BLVD, SW QUADRANT OF BUILDING

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7171

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

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT#: L19-0474-WS
OFFICE OF CRIMINAL CONFLICT & CIVIL COUNSEL
1804 LEWIS TURNER BLVD, SW QUADRANT OF BUILDING
EXPIRES: 06/30/2020 W/3 1 YR RENEWALS



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: WC-5800 State Employee Workers' Compensation
and Employer's Liability
Certificate of Coverage

Name Insured: Regional Counsels

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B \$200,000.00 each person
\$300,000.00 each occurrence

Inception Date: July 1, 2018

Expiration Date: July 1, 2019



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: GL-5800 General Liability
 Certificate of Coverage

Name Insured: Regional Counsels

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person
 \$300,000.00 each occurrence

Inception Date: July 1, 2018

Expiration Date: July 1, 2019

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

Procurement/Contract/Lease Number: 730 Tracking Number: 3281-19
 Procurement/Contractor/Lessee Name: State of Florida Criminal Cooperat Grant Funded: YES ___ NO X
 Purpose: lease for space at Lewis Turn Blvd
 Date/Term: 3 yr terms 1. GREATER THAN \$100,000
 Amount: 1741.67 2. GREATER THAN \$50,000
 Department: WS 3. \$50,000 OR LESS
 Dept. Monitor Name: Littrell

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 2-14-18
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: NA Grant Name: _____
 _____ Date: _____
 Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 2-14-19

 Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 2-18-19

 County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
 Finance Manager or designee

DeRita Mason

From: Karen Donaldson
Sent: Thursday, February 14, 2019 3:27 PM
To: DeRita Mason
Subject: RE: Lease for Office of Criminal Conflict - current L16-0423-WS

DeRita

This is approved by Risk.

Thanks ☺

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, February 14, 2019 3:09 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>
Subject: FW: Lease for Office of Criminal Conflict - current L16-0423-WS

Please review and approve.

Thank you,

DeRita

From: Gerard Menze
Sent: Thursday, February 14, 2019 2:30 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: Lease for Office of Criminal Conflict - current L16-0423-WS

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, February 18, 2019 11:40 AM
To: DeRita Mason
Cc: Karen Donaldson; Edith Gibson
Subject: RE: Lease for Office of Criminal Conflict - current L16-0423-WS

This is approved for legal purposes.

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: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, February 14, 2019 4:09 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>
Subject: FW: Lease for Office of Criminal Conflict - current L16-0423-WS

Please review and approve.

Thank you,

DeRita

From: Gerard Menze
Sent: Thursday, February 14, 2019 2:30 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: Lease for Office of Criminal Conflict - current L16-0423-WS

Hello DeRita:

Attached is the proposed draft lease agreement for the current tenant on the second floor of the Water & sewer building. The current lease will expire 6/30/2019 with no more renewals. As they are a State Agency, I have prepared this lease using the updated version of the State of Florida Standard Lease agreement (form 4054). This is the same form used for the current lease. The tenant has reviewed the draft version and is aware that it will have to go through legal review and coordination before they can sign. They also realize that it will need to go to the BCC for final approval.



STATE OF FLORIDA Standard Lease Agreement

Department of Management Services Form 4054

Lease Number: _____

Lease Commencement: 07/01/2019

Preamble

THIS LEASE AGREEMENT is entered into this 26 day of MAR, 2019 by and between those Parties listed below.

Parties

Lessee: State of Florida, Office of Criminal Conflict and Civil Regional Counsel, 1st Region
Agency Name

Address: P.O. Box 1019 Tallahassee FL 32302
Street City State Zip Code

Lessor: Okaloosa County Florida, a political subdivision of the State of Florida
Lessor Name

Address: 1250 N. Eglin Parkway Shalimar FL 32579
Street City State Zip Code

FEID: 59-6000765 **OR** **Social Security Number:** _____

1. Description

A. In consideration for the covenants and agreements made here, Lessor agrees to lease to Lessee those Premises (hereinafter the "Premises") described as:

Description: County Government Office Complex

Building: Okaloosa County Water & Sewer **County:** Okaloosa
Building Name

Address: 1804 Lewis Turner Blvd Fort Walton Beach FL 32547
Street City State Zip Code

consisting of an aggregate area of 1,250 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement. This space comprises approximately 100.0 % of the 1,250 net square feet in the building.

B. Lessor shall also provide 0 exclusive parking spaces and 0 nonexclusive parking spaces as part of this Lease Agreement.

2. Term & Renewals

A. The Lease shall begin on: July 1, 2019
Month Day Year

and end at the close of business on June 30, 2020
Month Day Year

for a term of 12 months.

B. Lessee, however, is hereby granted the option to renew this Lease for an additional 3 - 1 Year terms upon the same terms and conditions as specified in Article 4. B. of this Lease. If Lessee desires to renew this Lease under the provisions of this Article, it shall give Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in this Article or any applicable renewal period.

CONTRACT#: L19-0474-WS
OFFICE OF CRIMINAL CONFLICT & CIVIL COUNSEL
1804 LEWIS TURNER BLVD, SW QUADRANT OF BUILDING
EXPIRES: 06/30/2020 W/3 1 YR RENEWALS

Lessor Initial: PKJ Page 1 of 8
 Lessee Initial: cm Form 4054
 Rev. Date 8/15

3. Notices, Rental Invoices & Rental Payments

A. All Notices to be served upon Lessee shall be sent by receipted mail to:

Lessee: State of Florida, Office of Criminal Conflict and Civil Regional Counsel, 1st Region
Agency Name
 Address: P.O. Box 1019 Tallahassee FL 32302
Street City State (Zip Code)

B. All Notices to be served upon Lessor shall be sent by receipted mail to:

Lessor: Okaloosa County Water and Sewer Department, c/o Jeff Littrell, Director
Lessor Name
 Address: 1804 Lewis Turner Blvd, Suite 300 Fort Walton Beach FL 32547
Street City State (Zip Code)

C. Rental Invoices shall be submitted monthly to Lessee at:

Lessee: State of Florida, Office of Criminal Conflict and Civil Regional Counsel, 1st Region
Lessee Name
 Address: P.O. Box 1019 Tallahassee FL 32302
Street City State (Zip Code)

D. Rental Payments shall be paid to Lessor at:

Lessor: Okaloosa County Water & Sewer
Lessor Name
 Address: 1804 Lewis Turner Blvd, Suite 300 Fort Walton Beach FL 32547
Street City State (Zip Code)

4. Rent

The rent shall be payable the month following the month of occupancy in accordance with subsection 215.422, Florida Statutes. The rent for any fractional part of the first month shall be prorated.

A. Base Term

Lessee agrees to pay Lessor rent according to the following schedule:

Start (MM/DD/YYYY)	Term -	End (MM/DD/YYYY)	Floor of Building	Square Footage Per Floor	Rate Per Square Foot	Monthly Rent	Annual Rent
07/01/2019	-	06/30/2020	2nd	1,250	\$16.72	\$1,741.67	\$20,900.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
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	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00

B. Option Term

For the renewal options as specified in article 2, the rental rate shall be:

Start (MM/DD/YYYY)	Term		Floor of Building	Square Footage Per Floor	Rate Per Square Foot	Monthly Rent	Annual Rent
	-	End (MM/DD/YYYY)					
07/01/2020	-	06/30/2021	2nd	1,250	\$17.22	\$1,793.75	\$21,525.00
07/01/2021	-	06/30/2022	2nd	1,250	\$17.74	\$1,847.92	\$22,175.00
07/01/2022	-	06/30/2023	2nd	1,250	\$18.27	\$1,903.13	\$22,837.50
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00

5. Utilities

- A. The Lessor , Lessee , see Addendum _____ will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this Lease.
- B. For the facilities in which the Lessee occupies a metered, aggregate area of 2,000 net square feet or more, Lessor agrees to provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

6. Facility Services

- A. The Lessor or Lessee will furnish daily janitorial services and required janitorial supplies. Janitorial services will include provision of recycling trash disposal for the Premises at the expense of the Lessor or Lessee .
- B. Lessor shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices. This includes repainting, replacement of worn or damaged floor covering and repairs or replacement of interior equipment as needed due to normal use. Lessor shall maintain the exterior of the leased facility so to conform to all applicable health and safety laws, ordinances and codes, which are presently in effect or may be enacted during the term of this Lease and any renewal periods.
- C. The Lessor or Lessee agrees to furnish pest control services for the leased Premises during the term of the Lease at the expense of the Lessor or Lessee .
- D. Lessor agrees to install light fixtures for use by Lessee. The Lessor or Lessee shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures.

- E. All services required above shall be provided during Lessee's normal working hours, which are deemed 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays, unless otherwise stipulated below:

Day	From	To
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- F. During the term of this Lease, Lessee shall maintain the interior of the Premises in as good a state of repair as it is at the time of the commencement of this Lease. Notwithstanding this obligation, reasonable wear and tear and unavoidable casualties are permissible.

7. Accessibility and Alterations

- A. Lessor agrees that the leased Premises meets at the time of occupancy, or will conform, or will be brought into conformance within 180 days of lease execution, the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 35 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC.

Notwithstanding anything else contained in this lease, Landlord at Landlord's expense, shall be responsible for and agrees to comply with all obligations under the ADA which imposes any duty upon landlord or tenant with respect to the use, occupancy or alteration of the leased premises, building or project.

If a claim or action is brought due to the allegations of failure to comply with the ADA, Landlord agrees to indemnify, defend, and hold Tenant harmless from any cost or expense, including attorney's fees, from being named in the claim or action.

- B. The Florida Building Codes includes and requires the following subparts, which are applicable to occupied or public use leases:

Chapter 1, Section 101.1. all new and altered public buildings and facilities, private buildings and facilities, places of public accommodation and commercial facilities subject to this code shall comply with this code.

Chapter 1, Section 101.3 this code established standards for accessibility to place of public accommodation and commercial facilities by individuals with disabilities. This code shall also apply to state and local government (owned and leased) facilities pursuant to Section 553.503, Florida Statutes. It is to be applied during the design, construction and during any alteration to such buildings and facilities as required by the code.

- C. Lessor agrees that Lessee shall have the right to make any minor alterations in and to the Premises during the term of this Lease upon first having obtained written consent of Lessor. Lessor shall not unreasonably withhold the consent to any such alterations.

8. Applicable Laws

Due to the size and/or configuration of the space leased, the following laws apply:

- A. Section 255.25(3) (e), Florida Statutes relating to tenant improvement costs for which Lessor may be eligible for reimbursement. As applicable, Lessor and Lessee agree that the sum of _____ has been spent by the Lessor for improvements to the Premises and the Lessor does or does not intend to seek reimbursement for these improvements.

Lessor Initial: CKW

Lessee Initial: [Signature]

- B. Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.
- C. **Cooperation with the Inspector General**
Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

9. Heating and Air Conditioning

Lessor agrees to furnish to Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Lease at the expense of Lessor. Lessor agrees that thermostats in the Premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons.

10. Compliance with Fire Safety Standards


- A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.
- B. To assure Lessee of facility compliance with Florida's Fire Safety Standards, Lessor agrees to provide Lessee with written Fire Safety Inspection prior to the Lessee occupying the space. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.
- C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.
- D. Lessor certifies that no asbestos was used in the construction of the demised Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.
- E. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. Section 404.056(5), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

11. Injury or Damage to Property

All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property.

12. Expiration of Term

At the expiration of the term, Lessee will peaceably yield up to Lessor the Premises in good and tenantable repair. Lessor and Lessee agree that Lessee shall have the right to remove from the Premises all personal property of Lessee including all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by Lessee provided that Lessee agrees to restore the Premises to as good a state of repair as found prior to the removal.

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13. Right to Inspect

Lessor, at all reasonable times, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making any such repairs as Lessor is required to make under the terms of this Lease.

14. Taxes and Insurance

Lessor shall pay all real estate taxes and fire insurance premiums on the Premises. Lessor shall not be liable to carry fire insurance on the person or property of Lessee or any other person or property that may occupy the Premises now or later.

15. Subletting and Assignment

Lessee, upon obtaining written consent of Lessor, shall have the right to sublet all or any part of the Premises or to assign all or any part of the Premises. Lessor shall not capriciously withhold written consent.

16. Waiver of Defaults

No waiver by Lessee of any breach of this Lease by Lessor shall be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

17. Rental Commencement

Notwithstanding the provisions of Article 2 "Term" and Article 4 "Rent" of this Lease, term shall not commence until date of completion of the renovations of the demised premises to Lessee's satisfaction and thereby made ready for occupancy by lessee. At the time of occupancy, the rent for any fractional part of the first month of occupancy shall be prorated.

18. Availability of Funds

Pursuant to Section 255.2502, Florida Statutes, Lessor acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

19. Breach of Covenant

- A. If Lessee neglects or fails to perform or observe any covenant herein, and such default continues for a period of thirty (30) days after receipt of written notice thereof from Lessor, then Lessor may lawfully, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, and repossess the same as of their former estate and expel Lessee and remove its effects forcefully, if necessary.
- B. This action by the Lessor shall not be deemed as any manner of trespassing. Any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of Lessee's covenants is not waived by such action.

20. Not Consent to Sue

No provisions, terms, or conditions of this Lease shall be construed as consent of the State of Florida to be sued because of said leasehold.

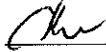
21. Right to Terminate

Lessee shall have the right to terminate this Lease without penalty in the event a State-owned building becomes available to Lessee for occupancy, and upon the giving six (6) months advance written notice to Lessor by Certified Mail, Return Receipt Requested.

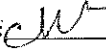
22. Public Entity Crime Statement

Section 287.133, Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities, including the department:

A person, or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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23. Discrimination

Section 287.134 Florida Statutes places the following restrictions on the ability of persons on the discriminatory vendor list to transact business with public entities, including the department:

An entity who has been placed on the discriminatory vendor list may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

24. Use of Premises

Lessee will not make or suffer any unlawful, improper, or offensive use of the Premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such ordinances of the city or county in which the Premises are located, now or hereinafter made, as may be applicable to Lessee.

25. Failure to Comply

- A. In the event that Lessor fails to comply with any term or provision of this Lease after written notice, Lessee reserves the option to:
 - i. setoff and deduct from the rental amount due Lessor under this Lease such sums as Lessee determines are required to remedy the default of Lessor; and/or
 - ii. fulfill Lessor's obligations under the terms of this Lease; whereby Lessor shall reimburse Lessee on demand for any reasonable expenses which Lessee may incur in thus effecting compliance with Lessor's obligation under this Lease. Should Lessee elect this option, Lessee shall use its best efforts to mitigate damages caused thereby; and/or
 - iii. terminate this Lease and vacate the Premises, but without prejudice to any remedy which might otherwise be used by Lessee for any breach of Lessor's covenants contained herein; and/or
 - iv. bring suit for damages against Lessor for any expense (including reasonable attorney's fees) Lessee may incur by Lessor's failure to comply with any term or provision of the Lease. However, Lessee shall not bring suit for damages incurred due to a delay in the Commencement Date of this Lease if any such delay is caused solely by any delay, default or omission of Lessee.
- B. Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be completely cured within that thirty (30) day period, the length of such period shall be extended for the period reasonably required thereof, only if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity.
- C. Reason for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies.
- D. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

26. Definition of Terms

- A. The terms "Lease," "Lease Agreement," or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.
- B. The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
- C. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

27. Additional Terms

- D. No additional covenants or conditions form a part of this Lease
- E. All additional covenants or conditions appear on attached Addendum(s):
 A , B , _____, _____, _____, _____, _____, _____, _____, _____, _____, _____


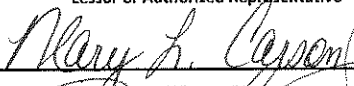

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IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purpose herein expressed, this 26 day of MAR, 2019

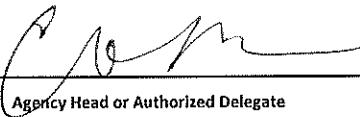
ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses, must sign, print name and enter date.

X		Charles K. Windes, Jr. Chairman, Okaloosa County BCC	MAR 26 / 2019 2019
	Lessor or Authorized Representative	Printed Name/Title	Date <i>MLC</i>
X		Mary L. Carson	MAR 26 / 2019 2019
	Witness #1	Printed Name	Date <i>MLC</i>
X		Renee S. Ramirez	MAR 26 / 2019 2019
	Witness #2	Printed Name	Date <i>MLC</i>

As to Lessee Agency – Agency Head (or authorized designee) and representative of Agency's Office of General Counsel, must sign, print name and enter date.

X		<i>Cardie Brown / Regional Counsel</i>	<i>3/4/19</i>
	Agency Head or Authorized Delegate	Printed Name/Title	Date
X	_____	_____	<u> </u> / <u> </u> / <u> </u>
	Agency Office of General Counsel	Printed Name	Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel, shall sign, print name and enter date.

X	_____	_____	<u> </u> / <u> </u> / <u> </u>
	Chief Real Property Administrator	Printed Name	Date
X	_____	_____	<u> </u> / <u> </u> / <u> </u>
	Secretary or Authorized Delegate	Printed Name / Title	Date
X	_____	_____	<u> </u> / <u> </u> / <u> </u>
	Office of General Counsel	Printed Name	Date

ADDENDUM A

FURNISHINGS

If initialed by the parties, the following terms will be incorporated into the Lease Agreement entered into MAR 26 2019, 2019, by and between Office of Criminal Conflict and Civil Regional Counsel, Region 1, and Okaloosa County, Florida

This Lease also includes the use of the following listed furnishings currently situated in the space leased by the Lessee located in the Southeast quadrant of the Building, which are for the use of the Lessee during the Term and which shall remain on the Premises at the termination of the Lease:

1. Receptionist Area
 - A. L-shaped desk with chair
2. Conference Room
 - A. Conference table with 6-8 chairs
3. Office 1
 - A. Desk
 - B. Credenza
 - C. Bookshelf
 - D. Chair
4. Office 2
 - A. Desk
 - B. Credenza
 - C. Bookshelf
 - D. Chair
5. Extra Chairs (visitor)

Lessee is responsible for moving the furnishings from their current location to the Premises. Lessee shall be liable for any damage to the furnishings which occurs during moving them from their current location to the Premises, or which may be caused by its act or negligent omission, or the act or negligent omission of any of Lessee's Representatives, and the Lessor may, at its option, repair such damage, and the Lessee shall thereupon reimburse and compensate the Lessor as additional rent, within five (5) days after delivery of an invoice by the Lessor, for the total cost of such repair and damage.

Lessor: ;

Lessee: .

ADDENDUM B

LIABILITY, INDEMNITY AND INSURANCE

If initialed by the parties, the following terms will be incorporated into the Lease Agreement entered into MAR 26 2019, 2019, by and between the Office of Criminal Conflict and Civil Regional Counsel, Region 1, and Okaloosa County, Florida.

(a) Except as provided in paragraph (b) herein, Lessor and its agents shall not be liable for any injury or damage to persons or property, or loss or interruption to business resulting from theft, fire» explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the building, or from the pipes, appliances, or plumbing works, or from the roof, street, or subsurface, or from any other place, or by dampness, or by any cause of whatsoever; nor shall the Lessor or its agents be liable for any damage caused by other tenants or persons in said building, or caused by operations in construction of any private or public or quasi-public work.

(b) Notwithstanding the provisions contained in paragraph (a), the Lessor shall liable for any damage to the Lessee, its employees, agents, or independent contractors and their property if such loss, injury, or damages are proximately caused by the negligence or breach by Lessor, its agents, employees, or independent contractors.

(c) Lessee shall be liable for any damage to the Premises which may be caused by its negligence, or the negligent acts of its agents, employees, or customers, and the Lessor may, at its option, repair such damage, and the said Lessee shall thereupon reimburse and compensate the Lessor as additional rent, within five (5) days after rendition of a statement by the Lessor, for the reasonable, usually and customary cost of such repair.

(d) Lessee is a State of Florida government agency. The State of Florida is self-insured. Lessee shall provide Lessor with documentation to this effect.

Lessor: AKW;

Lessee: [Signature].