

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/06/2020

Contract/Lease Control #: C20-2929-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/23/2020

Expiration Date: INDEFINITE

Description of DEVELOPMENT & MAINTENANCE OF PUBLIC PARKING AND A PARK ON NORTH WILSON ST.

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: BCC RECORDS

CERTIFICATE OF COVERAGE

Certificate Holder

Okalosa County Board of Commissioners
 Public Works Dept
 1759 S Ferdon Blvd
 Crestview FL 32536

Administrator

Issue Date 11/19/20

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES
 THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0124

COVERAGE PERIOD: FROM 10/1/20

COVERAGE PERIOD: TO 10/1/21 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit
 Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit
 Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings**
 - Basic Form
 - Special Form
- Personal Property**
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible \$500
- Coinsurance 90%
- Blanket
 - Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
- SIR Deductible N/A

Automobile/Equipment - Deductible

- Physical Damage
 - Per Schedule - Comprehensive - Auto
 - Per Schedule - Collision - Auto
 - NA - Miscellaneous Equipment

Other

* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Coverage Verification

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE AGREEMENT ABOVE.

Designated Member

City of Crestview
 P.O. Drawer 1209
 Crestview FL 32536

Authorized Representative

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

Chris Kogel

AUTHORIZED REPRESENTATIVE

**INTERLOCAL AGREEMENT FOR THE DEVELOPMENT AND MAINTENANCE OF
PUBLIC PARKING AND A PARK ON NORTH WILSON STREET**

THIS INTERLOCAL AGREEMENT is entered into on this 23rd day of March, 2020 between the **BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY FLORIDA**, a political subdivision of the State of Florida whose address is 302 North Wilson Street, Suite 302, Crestview, Florida 32536 (the “County”), and the **CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA** whose address is 198 North Wilson Street, Crestview, Florida 32536 (the “City”).

WHEREAS, this Agreement is entered into under the authority granted to the City and the County; and

WHEREAS, the City and the County are collectively working toward establishing improvements on Parcel 17-3N-23-2490-0068-0010 (formerly the Piggly Wiggly site) which is located on the southeast corner of the intersection between North Wilson Street and West Beech Avenue; and

WHEREAS, the City has entered into a public parking agreement with Thomas E. Gordon (attached hereto as Exhibit “A”) the property owner of 130 Oakdale Ave W which allows for the reconstruction of the parking area on the parcel (Parcel 17-3N-23-2490-0068-0070) for public use together with the aforementioned parcel (the “Site”); and

WHEREAS, the Site will be redeveloped into a parking lot, park with recreational equipment, and restrooms available for public use; and

WHEREAS, the City and the County seek to enter into this Agreement for the purpose of establishing a cooperative process to develop an approved improvement plan, construct proposed improvements, and identify long term maintenance responsibilities.

NOW, THEREFORE, the City and the County do agree as follows:

1. The above recitals are true and correct and are incorporated into this Agreement as essential terms.
2. The City and County agree that the improvements to be made at the Site will be in general conformance with Exhibit B attached hereto, (the “Site Plan”).
3. The County hereby agrees to:
 - a. Provide the labor, materials, and equipment to construct the parking lot, restroom building, and playground area to include play features and rubberized surfacing.

- b. Pay the electrical utility bills for the parking lot area, the park, and the restrooms owned by the County both during and after construction.
 - c. Retain ownership of the Site including the parking lot, park, and restrooms (Parcel 17-3N-23-2490-0068-0010) both during and after construction.
 4. The City hereby agrees to:
 - a. Upon being provided notice by the County that construction has begun on the Site, the City shall provide funding for the construction of the restrooms and parking area on the Site in the following amounts. Such amounts shall be paid by the City to the County within thirty (30) days of receiving notice from the County that construction on the Site has begun.
 - i. Construction of the restroom - \$25,000.
 - ii. Construction of the parking area - \$55,000.
 - b. Provide construction plans for the restroom at its expenses.
 - c. Secure all necessary approvals for the County to construct the Site Plan including, but not limited to the restroom, parking areas, and recreation equipment at its expense.
 - d. Provide water & sewer connections at the Site at its expense.
 - e. Pay the water & sewer utility bills for the restrooms on Parcel 17-3N-23-2490-0068-0010 both during and after construction.
 - f. Provide maintenance of the parking lot, park, and restrooms upon completion of construction. The Site shall remain in good repair and remain in a safe operating condition.
 5. The City agrees to provide maintenance to the Site and the improvements constructed thereon.
 - a. Once the work depicted on the Site Plan is complete the County will provide notice to the City in writing that construction has been completed and that the maintenance responsibilities of the City have begun.
 - b. As part of the City's long-term maintenance, the City may elect to make additions or alterations to the Site. Any such modifications shall be at the City's expense and shall not be performed without first obtaining written approval from the County.
 - c. The City shall agree to indemnify and hold the County harmless from any claim, action, damage or suit, including any attorney's fees for costs incurred, for any negligence by the City or its employees or agents in the performance of its maintenance responsibilities
 6. Any improvements installed or constructed upon the Site after construction of those improvements depicted on the attached site plan, including alterations and repairs of the initial improvements, shall become the absolute and sole property of the County and shall not be removed from the Site.

7. Any notices required to be given or elected to be given by either of the parties pursuant to the terms of this agreement shall be deemed effective provided when placed in the United States Mail, certified return receipt requested, or placed in the hands of an overnight delivery service.

As to the County: (Name and Address)

Jason T. Autrey, P.E., C.P.M
Public Works Director
1759 S. Ferdon Boulevard
Crestview, FL 32536

As to the City: (Name and Address)

Tim Bolduc
City Manager
198 Wilson St. N

Crestview, FL 32536

8. The City and County shall conform to all the requirements of applicable State and Federal statutes and regulations and all County Ordinances and regulations and shall secure such permits and licenses as may be duly required by any such laws, ordinance's, or regulations.
9. Civil Rights. The Parties agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Parties and subcontractor from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
10. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Parties, for itself, its assignees, and successors in interest, agrees as follows:
 - a. Compliance with Regulations: The Parties 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 and attached hereto as Attachment "C".
 - b. Nondiscrimination: The Parties, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractor, including procurements of materials and leases of equipment. The Parties 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.
 - c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the

Parties for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor supplier will be notified by the Parties of the parties' obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Parties 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 County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a parties is in the exclusive possession of another who fails or refuses to furnish the information, the Parties will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Parties' noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the Parties under the Agreement until the Parties complies; and/or
- ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.

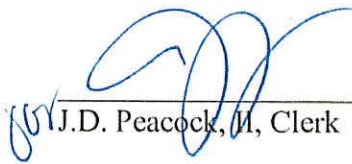
f. Incorporation of Provisions: The Parties will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Parties will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Parties becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Parties may request the County to enter into any litigation to protect the interests of the County. In addition, the Parties may request the United States to enter into the litigation to protect the interests of the United States.

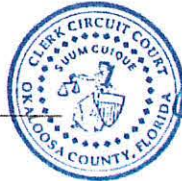
11. This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties.
12. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.
13. If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this

Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.


IN WITNESS WHEREOF, this instrument has been executed and is effective on the date set forth above.

ATTEST:


J.D. Peacock, III, Clerk



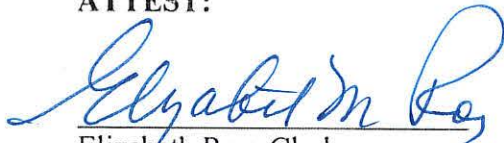
OKALOOSA COUNTY, FLORIDA


Robert A. "Trey" Goodwin III, Chairman

Dated: MAR 17 2020



ATTEST:


Elizabeth Roy, Clerk

CITY OF CRESTVIEW, FLORIDA


J.B. Whitten, Mayor

Dated: 3/23/2020

Exhibit A

PARKING AGREEMENT

1 **1. LEASE AGREEMENT FOR PARKING LOT IMPROVEMENTS**
2 **BETWEEN THE CITY OF CRESTVIEW, FLORIDA**
3 **AND THOMAS E. GORDON**
4

5
6 State of Florida
7 Okaloosa County
8

9 **1. Parties**

10 This lease is made between the City of Crestview, Florida, a municipal corporation, with
11 its principal place of business at 198 Wilson St. North, Crestview, Florida 32536, ("City/Lessee"),
12 and, Thomas E. Gordon ("Property Owner/Lessor"), with its principal address of 130 Oakdale Ave
13 West, Crestview 32536.
14

15 **2. Description of Leased Premises and Contingency**

16 The Lessor hereby leases to the City, and the City hereby leases from Lessor, the property
17 and improvements situated within a portion of Parcel Number 17-3N-23-2490-0068-0070 as
18 recorded in Official Records Book 2769, Page 321 of Okaloosa County Courthouse, Crestview,
19 Florida, as more fully described in Exhibit A (the "Premises"), not to include the existing building
20 owned by Lessor on the same parcel.
21

22 **3. Use and Occupancy**

23 The City shall use and occupy the Premises as public parking spaces with full rights of
24 ingress and egress by those means demonstrated in Exhibit B. The Lessor will share the use of the
25 Premises with the City for daily parking only. No overnight parking or storage within the improved
26 areas shall be allowed for the term of the lease except that which is related to an approved building
27 permit. The Lessor reserves the right to reserve, for a limited time, a portion of the Premises, for
28 the purpose of a Special Event approved through the City's Special Events application process.
29 The foregoing notwithstanding, Lessor may use a reasonable amount of the Premises for a
30 reasonable period of time to perform repairs on Lessor's adjoining building.
31

32 **4. Parking Lot Improvements by Lessee**

33 The Lessor shall allow the City, at the City's sole cost, to make the improvements to the
34 Premises as depicted in the attached Exhibit B ("Improvements"). The City shall ensure that the
35 construction of the Improvements shall begin no later than the 1st day of February 2020 and shall
36 last no more than one hundred twenty (120) days, which would not include reasonable delays based
37 on inclement weather, acts of God, material delays, or delays by third parties not under the power
38 or control of the Lessee.
39

40 **5. Improvement to Property by Property Owner**

41 At any time, the Lessor may use the then typical process to request a development order to
42 make changes to the Lessor's property, and the City shall view and process said request as if the
43 City had not made the Improvements. In other words, the City shall not take into consideration or
44 hold it against the Lessor that the City entered into this Lease or made the Improvements when the

45 Lessor requests a development order that may destroy some or all of the Improvements. If the
46 development order is approved by the City, the Lessor agrees, if practicable, to connect the post
47 development parking area to the remaining Improvements area. *The Lessor may improve a portion*
48 *or all of its property at its discretion, subject to compliance with applicable law, at any time during*
49 *the initial lease term or renewals and as long as the provisions of this Paragraph 5 and Paragraph*
50 *6 are fulfilled, the terms of this Lease shall automatically be modified to reflect said improvement(s)*
51 *and any portion of the Premises so improved shall no longer be included in the Premises without*
52 *a writing being required to remove same. The Lessor agrees any remaining unimproved areas of*
53 *Lessor's property shall be used as public use parking, either until improved by the Lessor or*
54 *termination of the lease.*

55
56 Any proposed development by the Lessor shall comply with all requirements of the City
57 Code of Ordinances and Land Development Code adopted at the time of the approval of a
58 development order.

59
60 **6. Term**

61 The Premises is leased for a term of not less than ten (10) years ("Initial Term") to
62 commence upon execution and recording of this Agreement by all parties, but the commencement
63 date shall not be later than the 1st day of January, 2020 and to end at midnight on the 31st day of
64 December, 2029 unless renewed or terminated at an earlier time and date as this lease may provide
65 and as agreed upon by all parties.

66
67 For the first ten (10) years of the agreed Initial Term the Lessor may cancel this agreement
68 on the contingency that the Lessor will repay the expenses incurred by the City for the initial
69 improvements to the Lessor's property. The calculation for this amount due shall be determined
70 by the total expenditures of the City toward the work as described in Exhibit B and accrued within
71 the one hundred twenty (120) day period following February 1, 2020. Any amount due for early
72 termination by the Lessor will be reduced annually by 1/10th of the original amount accrued
73 through the one hundred twenty (120) day period following February 1, 2020, and each subsequent
74 year until year ten (10) of the agreed upon term. Repayment to the City for any amounts not
75 previously reduced for improvements made by the City to the Lessor's property shall be made
76 within one hundred twenty (120) days of cancellation of the lease by Lessor. Any amounts not
77 paid as set forth above shall act as a lien against the Lessor's property. However, if the Lessor
78 terminates this lease for Lessee's failure to complete the Improvements as delineated in Exhibit B,
79 then Lessor shall not be liable to pay any expenditures incurred by the City for the described
80 improvements.

81
82 **7. Option to Renew**

83 The City shall have an option to renew this lease for ten (10) periods of one (1) additional
84 year after expiration of the initial term of this lease. The lease rate shall be at fair market value
85 based on an independent party determination at the beginning the new one year lease term and
86 reevaluated at the beginning of each subsequent one year lease term. The other terms of this lease
87 notwithstanding, at least ninety (90) days prior to the date of termination of any term, either party
88 to this Agreement may notify the other party, in writing, of its intent to renew this lease or to

89 terminate this lease. The City shall have the option to terminate this lease without cause or at its
90 sole discretion at the expiration of any one of the option periods. The City's option to renew is
91 contingent upon completion of the Improvements described in Exhibit B. Any failure to complete
92 the Improvements outlined in Exhibit B shall remove any option for the Lessee to renew this lease
93 agreement. This option to renew shall not prevent the Lessor from terminating this lease agreement
94 as provided in Section 6 above.
95

96 Upon a renewal of the lease, all terms and conditions as stated herein, unless modified in
97 writing by the parties, shall continue in full force and effect, except that rent shall increase to fair
98 market value based on independent party determination of that value. If either party notifies the
99 other of its intent to terminate this lease at least ninety (90) days prior to the termination of any
100 term, this lease shall terminate at the expiration of that term.
101

102 **8. Rent**

103 The total annual rent for the initial term, shall be one dollar (\$1.00), payable in full on
104 October 1st of each year included in the lease agreement. If at any time this lease is terminated by
105 either party, the annual rent payment shall be prorated for the time of possession by the Lessee in
106 that year. The Lessor shall reimburse the Lessee the unused prorated amount within ten (10) days
107 of the final termination date. As provided by Section 7 above, any renewal after the initial ten (10)
108 year lease term shall require rent based upon the fair market value of the subject property.
109

110 **9. Notice and Place for Payment of Rent**

111 The Lessee shall pay the rent directly to the Lessor. Any notice by either party to the other
112 shall be in writing and shall be deemed to have been duly given only if delivered personally or
113 sent by registered or certified mail in an addressed postpaid envelope. If to the Lessee, notice shall
114 be sent to City Clerk, 198 Wilson St. North, Crestview, FL 32536. If to the Lessor, notice shall be
115 sent to Thomas Gordon at 130 Oakdale Ave, Crestview Florida 32536. Notice shall be deemed to
116 have been duly given, if delivered personally, upon delivery, and if mailed, on the third (3) day
117 after the mailing of such notice.
118

119 **10. Maintenance, Repair, and Inspection of Premises**

120 The Lessee shall maintain and make all necessary repairs to the Premises that will continue
121 the Premises in the same or similar condition as it is on the date of completion of the Improvements
122 demonstrated in Exhibit B for the term of this Agreement. The Lessee shall maintain the Premises
123 in accordance with all laws and regulations pertaining to the Premises. Lessee shall be responsible
124 for any improvements to the Premises (parking lot) and upgrades, repairs needed as a results of
125 actions and occurrences on the Premises originated from the public use of such.
126
127

128 **11. Insurance on Premises**

129 **a. Liability & Property Insurance**

130 The Lessee shall, during the entire term of this lease, keep in full force and effect a policy
131 of liability insurance covering the Premises and all activities conducted thereon, in which the limits
132 of liability shall be no less than the standard insurance requirements provided herein in effect by

133 the Lessee on the date of execution of this Agreement. Such insurance policy shall be in effect
134 prior to construction and shall name the Lessor as an additional insured, and shall contain a clause
135 that the insurer will not cancel coverage on the property for term of the lease.
136

137 **INSURANCE:** The City of Crestview will provide evidence of insurance coverage at each
138 renewal anniversary. Proof of insurance shall be submitted to Lessor every year or at the renewal
139 time of the policy. All insurance required will be provided by a company licensed to do business
140 in the State of Florida and with an A.M. best rating of at least A-. The City will provide a copy of
141 the Insurance Certificate containing coverage indicated below and listing the Lessor as an
142 additional insured prior to the start of any lease agreement.
143

144 i. **Workers Compensation**

145 Coverage A In conformity with Florida Statutes

146 Coverage B \$500,000/\$500,000/\$500,000
147

148 ii. **General Liability**

149 Each occurrence for Bodily Injury/Property Damage \$1,000,000

150 Annual Aggregate for Bodily Injury/Property Damage \$2,000,000
151

152 This coverage shall include the following provisions:

153 * The Lessor shall be an additional insured.

154 * The policy shall not be cancelled.
155

156 *Any coverages which are eliminated, restricted or reduced to less than what is
157 commonly provided by standard I.S.O. forms must be indicated.
158

159 iii. **Business Auto Liability covering all owned, non-owned, and hired vehicles with a**
160 **combined Single Limit of not less than \$1,000,000 for Bodily Injury and Property**
161 **Damage.**
162

163 This coverage shall include the following provisions:

164 * The Lessor shall be an additional insured.

165 * The policy shall not be cancelled.
166

167 iv. **Umbrella Liability providing not less than \$1,000,000 excess coverage shall be**
168 **included for the above underlying General Liability, Business Auto, and Workers**
169 **Compensation Employers Liability Coverages.**
170

171 This coverage shall include the following provisions:

172 * The Lessor shall be an additional insured.

173 * The policy shall not be cancelled.
174
175

176 The Lessor shall indemnify the City for damages the City incurs on the Premises arising

177 from the negligence or intentional acts of the Lessor. The Lessor will assign its rights, if any, for
178 the City to sue the Lessor's tenant if the City incurs any damages to the Premises arising from the
179 negligence or intentional acts of the Lessor's tenant.
180

181 **c. Sovereign Immunity**

182 Except as expressly set forth in this lease, nothing herein shall be deemed to be a waiver
183 by the Lessee of its rights to sovereign immunity, and the City specifically reserves all its rights
184 as set forth in Florida Statute 768.28.
185

186 **12. Default**

187 If the Lessee defaults in the payment of rent or in the performance of any of the other
188 covenants or conditions of this Agreement, the Lessor shall give the Lessee notice of that default.
189 If the Lessee does not cure any default within thirty (30) days of the notice, or otherwise on or
190 before the date required by the Lessor but being at least thirty (30) days, then the Lessor may
191 terminate this lease with not less than thirty (30) days' written notice to the Lessee. On the date
192 specified in the notice of termination, the term of this lease shall terminate and the Lessee shall
193 then quit and surrender the Premises to the Lessor and all rents shall be prorated as stated above.
194 This provision shall not limit the Lessor's right to seek any other available remedy allowed by law.
195

196 **13. Effect of Failure to Insist on Strict Compliance with Conditions**

197 The failure of either party to insist on strict performance of any covenant or condition of
198 this Agreement, or to exercise any option contained in this Agreement, shall not be construed as a
199 waiver of that covenant, condition, or option in any other instance.
200

201 **14. Entire Agreement**

202 This lease sets forth all the promises, agreements, conditions, and understanding between
203 Lessor and Lessee relative to the Premises. There are no other promises, agreements, conditions,
204 or understanding, either oral or written, between them. No changes or modifications shall be made
205 to this lease unless made in writing and signed by all parties.
206

207 **15. Peaceful Enjoyment**

208 The Lessor covenants that if and so long as the Lessee pays the rent as provided in this
209 lease and performs the covenants of this lease, the Lessee shall peaceably and quietly have, hold,
210 and enjoy the premises as set forth herein for the term mentioned and subject to the provisions of
211 this Agreement.
212

213 **16. Estoppel Certificate**

214 The Lessee will from time to time on not less than ten (10) days prior request by the Lessor,
215 deliver to the Lessor a statement in writing certifying (a) that this lease is unmodified and in full
216 force and effect; (b) the dates to which the rent and other charges have been paid; and (c) that the
217 Lessor is not in default under any provision of this lease.
218

219 **17. Miscellaneous**

220 **a. Section Headings**

221 The section headings in this lease are intended for convenience only and shall not be taken
222 into consideration in any construction or interpretation of this lease or any of its provisions.
223

224 **b. Recording and Duplicate Copies of Lease**

225 The parties agree that this Lease shall be recorded in the Public Records of Okaloosa
226 County, Florida within fourteen (14) days of execution by all parties. Provisions inserted in this
227 lease or affixed to it shall not be valid unless the provisions also appear in the original executed
228 lease held by the Lessee. In the event of variation or discrepancy, the Lessee's copy of the lease
229 shall control.
230

231 **c. Florida Law/Waiver of Jury Trial**

232 This lease will be governed by the laws of the State of Florida, as to both interpretations
233 and performance. Venue for the enforcement of or any disputes arising from this lease shall be in
234 Okaloosa County, Florida. Both parties do hereby knowingly agree and waive their right to trial
235 by jury.
236

237 **d. Attorneys Fees**

238 In case suit should be brought for recovery of the Premises or for any sum due hereunder,
239 or because of any act which may arise out of the possession of the Premises, by either party, the
240 prevailing party shall be entitled to all costs incurred in connection with such action, including a
241 reasonable attorney's fee.
242

243 **e. Time is of the Essence**

244 The parties agree that time is of the essence in the performance of this lease and all
245 obligations created herein.
246

247 **f. Lessor's Property Not Subject to Liens**

248 The interest of Lessor in and to the Premises shall not be subject to liens for improvements
249 made by Lessee or its agents.
250

251 **18. Severability**

252 If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the
253 remaining provisions shall continue to be valid and enforceable. If a court finds that any provision
254 of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid
255 and enforceable, then such provision shall be deemed to be written, construed, and enforced as so
256 limited.
257

258 **19. Waiver.**

259 The failure of either party to enforce any provisions of this Lease shall not be construed as
260 a waiver or limitation of that party's right to subsequently enforce and compel strict compliance
261 with every provision of this Lease.
262

- 263 20. **Execution in Multiple Counterparts.** This Lease may be executed in any number of
 264 counterparts, each of which shall be deemed an original, and all of which together shall
 265 be deemed one and the same instrument.
 266
 267 21. **Ambiguity of Terms.** In the event that a dispute arises regarding this Lease and it is either
 268 contended or determined that an ambiguity exists as to any term in this Lease, such
 269 ambiguity shall not be construed in favor of or against any party to this Lease.
 270
 271 22. **Entire Agreement and Amendment.** This Lease contains the entire agreement between
 272 the Parties hereto regarding the subject matter hereof and supersedes all other prior written
 273 or verbal agreements (if any) concerning the subject matter hereof. This Lease may not be
 274 amended, modified, or changed in any respect except by an agreement in writing signed by
 275 the parties.

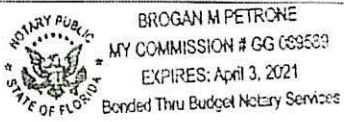
276
 277 December 23, 2019
 278 Dated

By: Thomas Gordon
 Property Owner

280 Velma Guy
 281 Witness
 282 Printed Name: Velma Guy

Heidi Kritzman
 Witness
 Printed Name: Heidi Kritzman

285
 286 Before me, the undersigned notary, on the 23rd day of December 2019,
 287 personally appeared Thomas Gordon, in his/her representative capacity of _____,
 288 who is personally known to me or has produced identification:
 289



Brogan M. Petrone
 Notary Public

294 December 23, 2019
 295 Dated

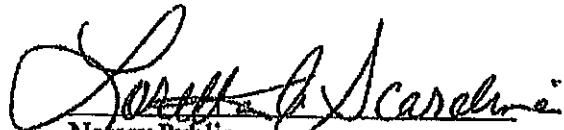
City of Crestview


299 Attest:
 300 Elizabeth M. Roy
 301 City Clerk


By: J.B. Whitten
 J.B. Whitten, Mayor

304 Before me, the undersigned authority, on the 23 day of December 2019,
 305 personally appeared J.B. Whitten and Elizabeth Roy, in their representative capacity as the City
 306 Mayor and the City Clerk, did execute this instrument in the name of the City of Crestview, Florida.

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Notary Public


Witness
Printed Name: Jennifer Dunn


Witness
Printed Name: LeAnn Mason

Prepared by, and approved as to form
and legal sufficiency by:

Jonathan T. Holloway
Jonathan Holloway, P.A.
420 E Pine Ave
Crestview, FL 32539
(850)398-6808
Attorney for City of Crestview



OFFICIAL NOTARY SEAL
Loretta A. Scardina
Commission No. GG102928
My Commission Expires
June 29, 2021

327
328
329

"Exhibit A"

Exhibit "C"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the parties, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, 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 USC § 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 USC § 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 USC § 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 USC § 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 *et seq.*).