

**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

**Date: 8/20/2008**

**Contract/Lease Control #: L08-0319-BCC40-64**

**Bid #: N/A Contract/Lease Type: EXPENDITURE**

**Award to/Lessee: NORTHWEST FL STATE UNIVERSITY**

**Lessor: OKALOOSA COUNTY**

**Effective Date: 8/5/2008 Amount: \$400**

**Term/Expires: 8/5/2048**

**Description of Contract/Lease: 9-1-1 EMERGENCY OPERATIONS CENTER  
AND EOC**

**Department Manager: ASSSTANT COUNTY ADMINISTRATOR**

**Department Monitor: D. MILLER**

**Monitor's Telephone #: 689-5007**

**Monitor's Fax #: 689-5025**

**Date Closed:**

**Memorandum of Understanding  
Between Okaloosa County, Florida and Northwest Florida State College  
For Utility Payments at the 911 Emergency Operations Center**

**THIS AGREEMENT**, entered into this ~~15~~<sup>18th</sup> day of ~~July~~<sup>Aug.</sup>, 2015, by and between Okaloosa County, Florida (hereinafter the "County"), and Northwest Florida State College (hereinafter "NWFSC").

**WHEREAS**, The County and NWFSC jointly funded the construction of NWFSC's Community Services Complex on its Niceville campus; and

**WHEREAS**, NWFSC agreed to lease to the County the 911 Emergency Operations Center, a portion of the Community Services Complex by entering into Lease #L08-0319-PS on August 5, 2008, further amended by "Lease Addendum #1" on October 21, 2010; and

**WHEREAS**, "Lease Addendum #1" requires that the County pay a proportionate share of utilities, to be determined by NWFSC, for its usage of the 911 Emergency Operations Center; and

**WHEREAS**, recently due to an oversight, the County did not receive bills from NWFSC for October 2014 going forward, and was eventually notified of the discrepancy by NWFSC of arrears now due in the amount of \$30,766.28; and

**WHEREAS**, once the arrears are paid the County will be current on its billing; and

**WHEREAS**, NWFSC and the County find it to be in the public interest to enter into the Memorandum of Understanding to address and memorialize the resolution of the issues regarding the arrears and the billing of utilities for the County's use of the 911 Emergency Operations Center moving forward.

**LEASE # L08-0319-PS  
NORTHWEST FLORIDA STATE COLLEGE  
9-1-1 EMERGENCY OPS CENTER AND EOC  
EXPIRES: 08/05/2048**

**NOW THEREFORE**, the parties to this Agreement do agree, covenant and stipulate as follows:

**I. Recitals**

1. That the above recitals are true and that they are incorporated as part of this Agreement.

**II. Utility Payments in Arrears**

2. The County, upon execution of this Agreement shall make payment in the amount of \$30,766.28 to NWFSC.

3. The parties acknowledge that said payment shall satisfy any and all arrears owed by the County to NWFSC.

4. Any arrears not encompassed by the \$30,766.28 payment shall be deemed forgiven by NWFSC.

5. For all intents and purposes, upon payment of the arrears as set forth above, the County will be current on all payments for utilities for its use of the 911 Emergency Operations Center.

**III. New Utility Payments**

6. Attached as Exhibit "A" and incorporated by reference is "Lease Addendum #1" for Lease #L08-0319-PS", which sets forth the procedure that has been utilized and will continue to be utilized, by the parties in determining the County's proportionate share of utilities for use of the 911 Emergency Operations Center within NWFSC's Niceville campus.

7. No later than ten (10) days after receipt of a bill from a utility provider, NWFSC shall make a determination as to the County's proportionate share of the utility payment and shall submit to the County an invoice of its proportionate share of the utility payment along with an attached copy of the bill.

8. Once in receipt of the invoice, the County will promptly make payment to NWFSC for any outstanding proportionate share of the utility payments due.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement on the date indicated above.

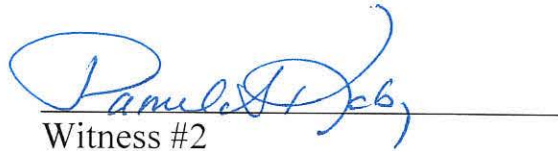
**NORTHWEST FLORIDA  
STATE COLLEGE**

  
\_\_\_\_\_  
President

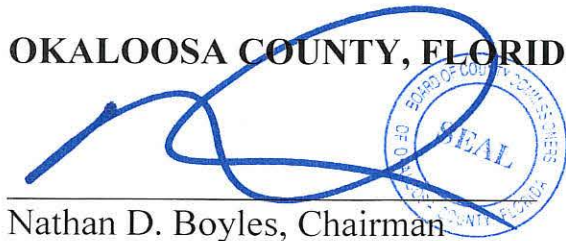
Date: 07/15/2015

ATTEST:

  
\_\_\_\_\_  
Witness #1

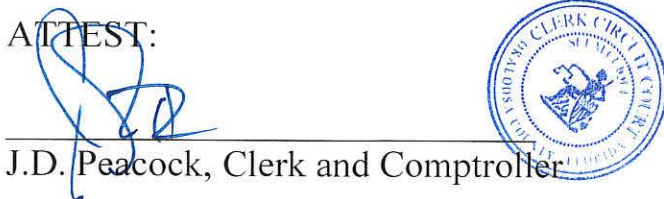
  
\_\_\_\_\_  
Witness #2

**OKALOOSA COUNTY, FLORIDA**

  
\_\_\_\_\_  
Nathan D. Boyles, Chairman

Date: August 18, 2015

ATTEST:

  
\_\_\_\_\_  
J.D. Peacock, Clerk and Comptroller



**Lease Addendum #1**

This is addendum #1 to the lease between Northwest Florida State College and the Okaloosa County Board of County Commissioners (#L08-0319-BCC40-64) for the 911 Emergency Operations Center portion of the Community Services Complex.

1. Northwest Florida State College agrees to:
  - a. Perform outside building maintenance of the grounds and parking lot.
  - b. Exterior maintenance of the building such as replacement of lights and cleaning of exterior windows to be requested by work order with the services being billed to the County by the hour.
  - c. Provide fire extinguisher and fire alarm maintenance and invoice the County for these services.
2. Okaloosa County agrees to:
  - a. Perform generator maintenance/testing and provide generator fuel.
  - b. Provide building custodial services.
  - c. Interior building maintenance including replacement of HVAC air filters and light bulbs with NWFSC as backup when County Facility Maintenance personnel are unavailable.
  - d. Obtain a dumpster and provide garbage service for the 911 Emergency Operations Center.
- \* 3. NWFSC will estimate the proportionate share of electricity usage for the Public Safety Building and NWFSC classroom Building based on the designed electrical load. The College will record the actual usage of water for the 911 Emergency Operations Center from the water meter. The College will bill the County for water and electricity on a monthly basis as soon as the information is available from actual bills to the College. Electricity will be pro-rated based on the proportional estimate described above, and water charges will be based on the actual cost per gallon. Billing will begin when the building's certificate of occupancy is issued. By September 15, 2011, and by the 15th day of each successive September, NWFSC will review the proportionate share of electricity calculation with the County to determine whether it should change.
4. The NWFSC classroom will be transferred to the County during activations of the EOC to be utilized as sleeping quarters. The County will clean and return the classroom to NWFSC in the same condition.

LEASE # L08-0319-PS AMENDMENT #1  
NORTHWEST FLORIDA STATE COLLEGE  
911 OPS CENTER/EOC SPACE LEASE  
EXPIRES: 08/05/2048

5. Any major remodeling/renovation of the 911 Emergency Operations Center will be coordinated through the College Facilities Office, but will be funded by the County.

6. The County Administrator of Okaloosa County is hereby authorized and directed after approval of the Interlocal Agreement by the respective governing bodies of COUNTY and COLLEGE and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Interlocal Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have caused the signatures of their officers to be set hereunder and their seals to be affixed hereto to be effective as of the latest date of execution.

**ATTEST:**

**NORTHWEST FLORIDA STATE COLLEGE**

By: Candace Ramp

By: [Signature]  
Date: 10/19/10

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA**

By: Sam J. Stafford

By: [Signature]  
Wayne Harris, Chairman  
Date: 10-21-10





Gene I. Schmidt, P.E., CxA, LEED AP Mechanical/Plumbing  
 Todd A. Nicholson, P.E., LEED AP Electrical/Communications  
 Stuart C. Smith, P.E., S.J., LEED AP Structural

April 7, 2011

David Alsop  
 Sam Marshall Architects  
 325 S. Palafox Street  
 Pensacola, FL 32501

**RE: NWFSC Community Services Complex**  
 Niceville, FL  
 SCG Project No. 2006-226

Mr. Alsop,

I have reviewed the electrical power demand for the Classroom/EOC portion of the Community Services Complex to determine an estimate of electrical power usage for the Classroom area versus the EOC area. I reviewed the scheduled connected load for both parts of the building broken down into lighting, receptacles and mechanical equipment. These totals are as follows:

Classroom Area

- |                           |          |
|---------------------------|----------|
| a. Lighting load –        | 16.6 kW  |
| b. Receptacle load –      | 64.7 kW  |
| c. Mechanical Equipment – | 294.5 kW |

EOC Area

- |                           |          |
|---------------------------|----------|
| a. Lighting load –        | 37.6 kW  |
| b. Receptacle load –      | 280.9 kW |
| c. Mechanical Equipment – | 313.1 kW |

In order to determine an estimate of the power usage for each area, the hours of operation for each area must be considered. I estimated the lighting and receptacle loads for the Classroom area being used for 8 hrs/day. I estimated the mechanical equipment for the Classroom area being used for 12 hrs/day. The difference being the mechanical equipment cycling on and off during hours the Classroom area not being occupied. The lighting, receptacle and mechanical equipment loads for the EOC area are being used 24 hrs/day. By using these hours of operation the total kWh/day for each area can be estimated. These totals are as follows:

Classroom Area

- |                           |  |
|---------------------------|--|
| a. Lighting load –        | $16.6 \text{ kW} \times 8 \text{ hrs/day} = 132.8 \text{ kWh/day}$   |
| b. Receptacle load –      | $64.7 \text{ kW} \times 8 \text{ hrs/day} = 517.6 \text{ kWh/day}$   |
| c. Mechanical Equipment – | $294.5 \text{ kW} \times 12 \text{ hrs/day} = 3,534 \text{ kWh/day}$ |

Total = 4,184 kWh/day



EOC Area

- a. Lighting load – 37.6 kW x 24 hrs/day = 902.4 kWh/day
- b. Receptacle load – 280.9 kW x 24 hrs/day = 6,741.6 kWh/day
- c. Mechanical Equipment – 313.1 kW x 24 hrs/day = 7,514.4 kWh/day

Total = 15,158.4 kWh/day

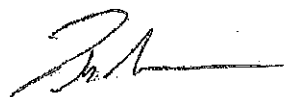
Total estimate power usage/day – 4,184 kWh/day + 15,158.4 kWh/day = 19,342.4 kWh/day

Classroom Area estimate usage/day – (4,184 kWh/day)/(19342.4 kWh/day) = 21.6%

EOC Area estimate usage/day – (15,158.4 kWh/day)/(19342.4 kWh/day) = 78.4%

Please let me know if you have any questions or need anything else.

Respectfully yours,  
**SCHMIDT CONSULTING GROUP, INC.**



Todd Nicholson, P.E., LEED AP  
Senior Vice President  
Electrical Engineer

cc: File



**Amy Allen**

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**From:** Greg Stewart  
**Sent:** Wednesday, August 12, 2015 10:49 AM  
**To:** Amy Allen  
**Subject:** Re: MOU for the College

The MOU is acceptable to legal

Sent from my iPhone

On Aug 12, 2015, at 10:38 AM, Amy Allen <aallen@co.okaloosa.fl.us> wrote:

Greg,  
 So sorry to hound you. Are we good to go on the MOA for the NW FL College?



<image002.jpg>

Amy Allen  
 Parks Coordinator  
 5489 Old Bethel Rd.  
 Crestview, FL 32536  
 Office (850) 423-4887  
 Cell (850) 546-0598  
 Fax (850) 689-5786

The only people you should ever try to get 'even with'  
 are those who have helped you.

**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 e-mail communication, including your email address, may be subject to public disclosure and public record retention requirements.

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**From:** Amy Allen  
**Sent:** Wednesday, August 12, 2015 9:35 AM  
**To:** Greg Stewart  
**Subject:** RE: MOU for the College

James said no changes were made.



<image002.jpg>

Amy Allen  
 Parks Coordinator  
 5489 Old Bethel Rd.  
 Crestview, FL 32536  
 Office (850) 423-4887  
 Cell (850) 546-0598  
 Fax (850) 689-5786

The only people you should ever try to get 'even with'  
 are those who have helped you.

**James Puckett**

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**From:** James Puckett  
**Sent:** Wednesday, April 22, 2015 2:51 PM  
**To:** Greg Stewart  
**Cc:** Jason Autrey  
**Subject:** FW: EOC FINAL Arrears Invoice  
**Attachments:** EOC utilities Spreadsheet 2015.xlsx; EOC County Utilities FINAL Arrears Billing..doc; EOC Gulf Power Dec 2014.pdf; EOC Gulf Power Oct 2014.pdf; EOC Gulf Power Nov 2014.pdf

Greg,

Kara at the FM office has been working with Northwest Florida State College for utility payments for the EOC. Over the last three weeks we found that there were outstanding payments that have not been made. I asked Kara to gather info so that this could be corrected. Below is a email trail with the information we requested and the response.

I also talked with Dave at Finance. He relayed that there may be some legal issues with the past due payments. Can you look over the email communication below and provide me with an opinion that the past due payments (except for Oct-Dec 2014 and Jan- Mar 2015) have been dismissed and the person that provided the email has the authority to do so.

Thanks

James

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**From:** Kara Adams  
**Sent:** Tuesday, April 21, 2015 3:18 PM  
**To:** James Puckett  
**Subject:** FW: EOC FINAL Arrears Invoice

James,

How would you like then to bill us on the outstanding invoices Oct-Dec 2014? Should we split it up or just pay the lump sum of the \$ 30,766? Please note this is our final billing on the arrears. We will not owe them anything else.

Thanks,

Kara

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**From:** Kaby, Pamela [<mailto:kabyp@nwfsc.edu>]  
**Sent:** Tuesday, April 21, 2015 3:07 PM  
**To:** Kara Adams  
**Subject:** EOC FINAL Arrears Invoice

Kara

This is the FINAL arrears billing for outstanding invoices between NWFSC and Okaloosa County. Please review and let me know if there is a different way you want it billed. Would it be easier for your budgeting purposes if I billed each arrears month on a separate invoice? If utilities at the EOC for the current year were not budgeted, would it be better if I invoiced you for Oct-Dec in your next fiscal year?

I am so glad you reached out and we are back on a monthly billing that we are willing to work with you however needed on the arrears.

**Pam Kaby**  
 Controller  
 Northwest Florida State College  
 (850) 729-6026  
 (850) 729-6409 (fax)

**From:** Kara Adams [<mailto:kadams@co.okaloosa.fl.us>]  
**Sent:** Tuesday, April 21, 2015 6:18 AM  
**To:** Kaby, Pamela  
**Subject:** RE: EOC Electric Invoice through April, 2015

Pam,

We are 1 Oct -30 Sep. How would you like to bill us for the prior months? Do you want to start with Oct of 2014 or July 2014? I would need a breakdown and then I need to bring it forward to my boss so we can figure out how we are going to pay the arrears. Thank you for your help with this.

Kara

---

**From:** Kaby, Pamela [<mailto:kabyp@nwfsc.edu>]  
**Sent:** Monday, April 20, 2015 10:53 AM  
**To:** Kara Adams  
**Subject:** RE: EOC Electric Invoice through April, 2015

Kara

Does the County run on a July – Jun fiscal year? I would like to capture all the expenses in the current fiscal year and move forward with the monthly billing now that it seems we are back on track. I can have that billing to you by end of the day tomorrow but payment can be staggered if it fits your budget needs better.

*Pam Kaby*

*Controller*

*Northwest Florida State College*

*(850) 729-6026*

*(850) 729-6409 {fax}*

**From:** Kara Adams [<mailto:kadams@co.okaloosa.fl.us>]  
**Sent:** Thursday, April 16, 2015 6:23 AM  
**To:** Kaby, Pamela  
**Subject:** RE: EOC Electric Invoice through April, 2015

Pamela,

Thank you so much, we will get this processed soon. I was also asked about anything that we owe you. Are we starting fresh or will we be billed for the previous months or years? If we are starting fresh they will want something in writing stating that is the case. Please let me know about the previous bills we are starting our budget process so we need to account for it if so.

Thank you,

Kara

Kara Adams, Office Supervisor  
 Facilities Maintenance  
 Office: (850) 689-4699  
 Front Office: (850) 689-5790  
 Fax: (850) 689-5630

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 e-mail communication, including your email address, may be subject to public disclosure and public record retention requirements.

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**From:** Kaby, Pamela [<mailto:kabyp@rwfsc.edu>]  
**Sent:** Wednesday, April 15, 2015 4:45 PM  
**To:** Kara Adams  
**Subject:** EOC Electric Invoice through April, 2015

Kara

Here is the billing that would bring us current through the last billing period.

I am attaching everything that I had given to Holly previously. It includes a copy of the actual bill for the Emergency Operations Center (EOC) and a copy of the spreadsheet that shows the calculation of the County portion. The percentage for electrical load charged to the county was provided by an Engineer firm who did a load analysis. I am also attaching a copy of that report. I was waiting for Holly to let me know what else the Finance department is needing to start paying the county portion of the power usage.

I will be out of the office Thursday and Friday but will be periodically checking my email and will be able to reply at the end of the day each day. I will be back in the office on Monday.

Thank you for your diligence in following up on this. Hopefully, we can get this squared away and on a monthly billing cycle.

**Pam Kaby**  
Controller  
Northwest Florida State College  
(850) 729-6026  
(850) 729-6409 {fax}



NORTHWEST FLORIDA  
STATE COLLEGE

LEASE # L08-0319-PS  
NORTHWEST FLORIDA STATE COLLEGE  
911 OPS CENTER/EOC SPACE LEASE  
EXPIRES: 08/05/2048

CERTIFICATE OF OCCUPANCY

*This certificate is issued pursuant to the requirements of the Florida Building Code stating that at the time of issuance this structure was in compliance with the various ordinances, laws, and codes of the Jurisdiction regulating building construction.*

Building Use:	Emergency Operations Center	Permit Number:	2010-08
Occupancy Class:	Business	Number of Stories:	1 (single)
Construction Type:	IIB - Sprinkler (Req)	Fire District:	NWF State College
Owner of Building:	Northwest Florida State College	Building Address:	100 College Boulevard, Niceville, FL
Code Edition:	2004 Building Code, Florida Fire Prevention Code, SREF 1999	Description:	EOC Interior Only
Contractor:	Speegle Construction Inc.	Occupant Load:	1,231
State License:	CGC-062489	Printed Date:	12.01.10
Architect:	Sam Marshall Architects	Fire District Inspector:	Sam Jones
		Building inspector:	Earl Elliott

HOWARD EARL ELLIOTT  
BUILDING OFFICIAL  
BU# PBC294

 12-1-10  
SIGNATURE/DATE

The described portion of the structure has been inspected for compliance with the identified codes. Note: Partial C.O. for permitted complex.

PLEASE POST IN A CONSPICUOUS PLACE

Michelle,  
Coordination Complete.  
*[Signature]*

9/22/10

Fixed

### EXHIBIT D

<b>CONTRACT &amp; LEASE INTERNAL COORDINATION SHEET</b>	
Contract/Lease Number: <u>LO80319-PS</u>	Tracking Number: <u>210-10</u>
Contractor/Lessee Name: <u>NWFS College</u>	
Purpose: <u>Amendment #1 Shared agreement</u>	
Date/Term: <u>8/5/2048</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,001
Department: <u>PS</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>D Villani</u>	

<b>Purchasing Review</b>	
Procurement requirements are met: <i>[Signature]</i>	Date: <u>9/15/10</u>
Contracts & Lease Coordinator	

<b>Risk Management Review</b>	
Approved as written: <i>[Signature]</i>	Date: <u>9-16-10</u>
Risk Management Director	

<b>County Attorney Review</b>	
Approved as written: <i>[Signature]</i>	Date: <u>9/27/10</u>
County Attorney	

Following Okaloosa County approval:

<b>Contract &amp; Grant</b>	
Document has been received: _____	Date: _____
Contracts & Grants Manager	

## Lease Addendum #1

This is addendum #1 to the lease between Northwest Florida State College and the Okaloosa County Board of County Commissioners (#L08-0319-BCC40-64) for the 911 Emergency Operations Center portion of the Community Services Complex.

1. Northwest Florida State College agrees to:
  - a. Perform outside building maintenance of the grounds and parking lot.
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2. Okaloosa County agrees to:
  - a. Perform generator maintenance/testing and provide generator fuel.
  - b. Provide building custodial services.
  - c. Interior building maintenance including replacement of HVAC air filters and light bulbs with NWFSC as backup when County Facility Maintenance personnel are unavailable.
  - d. Obtain a dumpster and provide garbage service for the 911 Emergency Operations Center.
  
3. NWFSC will estimate the proportionate share of electricity usage for the Public Safety Building and NWFSC classroom Building based on the designed electrical load. The College will record the actual usage of water for the 911 Emergency Operations Center from the water meter. The College will bill the County for water and electricity on a monthly basis as soon as the information is available from actual bills to the College. Electricity will be pro-rated based on the proportional estimate described above, and water charges will be based on the actual cost per gallon. Billing will begin when the building's certificate of occupancy is issued. By September 15, 2011, and by the 15th day of each successive September, NWFSC will review the proportionate share of electricity calculation with the County to determine whether it should change.
  
4. The NWFSC classroom will be transferred to the County during activations of the EOC to be utilized as sleeping quarters. The County will clean and return the classroom to NWFSC in the same condition.

**LEASE # L08-0319-PS AMENDMENT #1  
NORTHWEST FLORIDA STATE COLLEGE  
911 OPS CENTER/EOC SPACE LEASE  
EXPIRES: 08/05/2048**

5. Any major remodeling/renovation of the 911 Emergency Operations Center will be coordinated through the College Facilities Office, but will be funded by the County.

6. The County Administrator of Okaloosa County is hereby authorized and directed after approval of the Interlocal Agreement by the respective governing bodies of COUNTY and COLLEGE and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Interlocal Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have caused the signatures of their officers to be set hereunder and their seals to be affixed hereto to be effective as of the latest date of execution.

**ATTEST:**

**NORTHWEST FLORIDA STATE  
COLLEGE**

By: Candace Ramp

By: [Signature]  
Date: 10/19/10

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA**

By: Sam J. Stafford

By: [Signature]  
Wayne Harris, Chairman  
Date: 10-21-10





STATE OF FLORIDA  
COUNTY OF OKALOOSA

L08-0319-BCC40-64  
NORTHWEST FLORIDA ST COLLEGE  
9-1-1 EMERGENCY OPS CENTER  
& EOC  
EXPIRES: 8/5/2048

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made and entered into by and between **NORTHWEST FLORIDA STATE COLLEGE**, a Florida public educational institution, (hereinafter referred to as "College") and **OKALOOSA COUNTY**, a political subdivision of the State of Florida, whose principal address is 101 East James Lee Boulevard, Crestview, Florida 32536 (hereinafter referred to as "County").

**WITNESSETH:**

**WHEREAS**, the College and County have agreed to jointly fund the construction of the College's Community Services Complex on its Niceville campus; and,

**WHEREAS**, the College has agreed to lease to the County the **911 Emergency Operations Center** a portion of the Community Services Complex; and,

**WHEREAS**, the facilities to be leased to the County will be used by the County to house public purpose functions; and,

**WHEREAS**, the College and the County believe it to be in their best interest to enter into this long term Lease Agreement for public purposes.

**NOW THEREFORE**, for and in consideration of the covenants and agreements herein set forth, the parties do hereby agree as follows:

1. **LEASED PREMISES.** The College hereby expressly leases to County the **911 Emergency Operations Center** a portion of the Community Services Complex along with the following described real property and improvements thereon (hereinafter referred to as the "Premises") situated in Okaloosa County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

2. **LEASE TERM AND TERMINATION.** This Lease shall be for a period of forty (40) years to commence at such time as the County shall first occupy the emergency operations facilities to be constructed hereunder for the delivery of services to the public. In the event County shall fully perform all the terms, provisions and conditions on its part to be performed for the full term of this lease, County shall have the right and privilege at its election to renew this lease for further terms of forty (40) years by giving the College written notice of such election to renew not later than 6 months prior to the expiration of the original term. Such renewals shall be on the like covenants, provisions and conditions as are in this lease contained, including an option for further renewals.

3. CONSIDERATION. The consideration paid by the County to the College therefore shall be the sum of Ten (\$10.00) Dollars per year, during the term of this Lease. The annual lease fee shall be paid in advance on or before September 1st of each year. The County shall also be responsible for the ongoing and continuous maintenance and repair of all of the facilities and other improvements located on the Premises at its sole expense.

4. SCOPE OF USE OF FACILITIES AND REVERTER. The above "Whereas" clauses are incorporated in this lease. The Premises shall be used by County for emergency operations facilities and programs, and for other incidental public purposes as are reasonably related thereto. In the event that the County should cease occupying or using the Premises for its governmental operations then this Lease shall terminate and the Premises and all improvements thereon shall revert to the ownership and control of the College. The College and County will enter into a separate agreement for the County to use the Classroom Building portion of the Community Services Complex during emergency activations.

5. CONTROL OF PREMISES BY COUNTY:

A. The County shall not permit any of its guests, invitees, employees, agents or other users to engage in any disorderly conduct or commit or maintain any waste or nuisance on the facilities or to use the facilities in any way or manner so as to interfere with the safe and orderly operation of adjacent public educational facilities by the College or to violate any local, state or federal laws, rules or regulations. Further, the County shall not permit any of its guests, invitees, employees, agents, or other users to engage in the sale or use of alcoholic beverages or any acts or actions which violate the laws of the State of Florida or the United States while on the Premises.

B. The County shall have the primary responsibility for the supervision of this facility and the maintenance of order and the enforcement of this provision.

6. IMPROVEMENTS.

A. The County shall also have the right, at its cost, to erect or permit to be erected on said Premises such improvements or modifications as are reasonably necessary for furthering the permitted uses of said Premises, providing that such improvements or modifications are approved by the College, conform to local, state and federal construction standards, are properly designed and certified for construction by licensed architects and engineers, and that such improvements or modifications do not interfere with current or proposed educational uses of the adjoining lands by the College.

B. Temporary or non-attached improvements and additions shall remain the property of the County. However, all other improvements and additions

which are attached to the property will become the property of the College and shall remain upon and be surrendered with the premises as a part thereof at the termination and/or expiration of this Lease.

7. INSURANCE AND INDEMNITY.

A. The County shall exercise its privileges hereunder at its own risk and expense. The County shall carry and maintain in full force and effect throughout the term of this agreement, either comprehensive general liability insurance or a comprehensive general liability self-insurance program for the full amount of coverage as County carries for all of its other governmental facilities and functions, and in no event shall the coverage amount be less than the limit of liability set forth in Section 768.28, Fla. Stat., as same may from time to time be amended. The College shall be named as an additional insured on all such coverages. Certificates of Insurance must be received prior to County occupancy of the facility. All certificates shall provide a thirty (30) day notification clause to the College in the event of cancellation or modification of the policy. In the event the insurance coverage expires at any time during the term of this Lease, a renewal certificate shall be issued thirty (30) days prior to said expiration date.

B. Any third-party user of the facility through the County shall be required to carry such insurance as will fully protect the County and the College from any claim, loss, damage, judgment or award resulting from loss, damage, or injury to person or property or damage to or loss of the facilities, during such time as the facilities shall be in the control or use of the user, which loss, damage, or injury to person or property or damage to or loss of the facility shall in whole or in part result from the negligence of any user through the County.

C. The College shall insure the building through the Florida Community College Risk Management Consortium. The County shall reimburse the College yearly as additional rent for the insurance premium based on the *the 911 Emergency Operation Center's* percentage of the total square feet insured. The County shall be responsible for the maintenance of insurance as necessary to protect the County from the risk of loss of any contents therein owned by the County by fire, theft, storm, hail, flood, vandalism or other such loss. The College shall promptly repair and restore the building to a condition as good or better than that which existed prior to any loss. The County shall resume occupancy and continue this lease promptly upon completion of repairs.

D. All insurance carriers shall be rated "A" or better by the most recently published A.M. Best Rating Guide.

E. Neither the County nor the College shall be responsible, liable to, or have any obligation to any user for loss of property by reason of theft, fire, storm, hail, flood, or other such casualty.

F. Notwithstanding any insurance carried by the County pursuant to this Lease Agreement or otherwise, the County shall, and hereby does, agree to indemnify, defend and hold harmless the College and its officers, directors and employees, from and against any and all liability, losses, claims, injuries, settlements or causes of action of any kind or character (including without limitation any expenses connected therewith, including attorney's fees and cost of defense) to any person or property arising directly or indirectly from the performance of services pursuant to this Lease Agreement by the County, or arising out of any act or omission of the County and/or its officials, employees, agents, or representatives, which results in bodily harm or property damage to others. This indemnification obligation of the County shall survive any termination of this Lease Agreement or any provision herein to the contrary. This provision shall not be deemed to constitute a waiver of sovereign immunity for either party and shall not require the County to indemnify or insure the College for the College's negligence as provided by Subsection 768.28(19), Florida Statutes (2007).

8. LIENS. The County shall not make any contract or agreement for the construction, alteration, repair or maintenance on said Premises or for any improvement now or hereafter erected thereon unless such contract or agreement is in writing and contains an express waiver by such contractor of any and all claims for mechanic's or materialmen's liens against the Premises or any improvements now or hereafter erected thereon. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any buildings or improvements, alterations or repairs or maintenance or operation of the facility, at any time shall be or may become entitled to any lien thereon whatsoever. The County agrees that should it contract for the building, improvement, alteration, repair or maintenance of the Premises or any improvements now or hereafter erected thereon it shall give actual notice of this restriction, in advance, to any and all contractors, or other persons or firms that may furnish such material, service or labor.

9. BREACH. Should the County breach any of the terms of this Lease, then the College, after giving notice as required herein, shall have the right, at its option, to immediately terminate this Lease and to re-enter and re-take possession of the Premises. In such event the College shall provide written notice to the County setting forth the item(s) of breach or default and giving the County sixty (60) days to cure the issue ("Cure Period"). If County shall fail to correct the breach or default within the Cure Period then the College may terminate this Lease and all improvements on the Premises shall become the property of the College.

10. Warranties of Title and Quiet Possession.

College covenants that College owns the Premises in fee simple and has full right to make this Lease subject to the terms hereof, and County shall have quiet and peaceable possession of the Premises during the Term hereof as against the acts of all parties claiming title to or a right to the possession of the Premises, with the

exception, however, of the following conditions, restrictions, and limitations:

A. College reserves ingress and egress easements across, over and through all of the Premises and each phase thereof for utilities and transmission lines, water and sewer infrastructure, storm water management devices and structures, communication connections and other services necessary for the operations of the College in College's sole discretion.

B. College reserves the right for itself and all governmental agencies to access the Premises and all improvements thereon for inspections and all lawful purposes at all reasonable times.

C. College reserves the right to access adequate parking facilities on the Premises for the use of College's personnel while on the Premises for purposes described in this Lease.

D. County's compliance with all deed restrictions and reservations, if any predating this Lease, that remain in effect as of the date of this Lease, covering the Premises. Nothing contained herein shall be construed to renew, extend or otherwise recognize any deed restrictions that have expired or been terminated by events, operation of law, their terms or otherwise.

E. College reserves an ingress and egress easement to, and the right to excavate, study, dig, catalog, cover over, examine, and remove items from, any historic or prehistoric archaeological site discovered on the Premises, and all items found in any such site shall be the sole and exclusive property of the College and the County shall make no claim whatsoever to said items. County for itself and its contractors agrees to provide the College with immediate notice of any items found on the Premises which might have archaeological significance and the location thereof, and shall cease work on said site until College can perform the acts described herein.

F. No water tanks, sewerage treatment facilities, billboards, animals, commercial operations other than specifically allowed by this Lease, sanitary landfills, swimming pools, any activity emitting an odor, steam, dust or smoke other than normal cooking activities, jails, nor any other structure or activity not consistent with the specifically permitted uses of the Premises shall be maintained or allowed on the Premises without the written consent of the College.

11. ATTORNEY'S FEES AND COSTS. In any action, suit or proceeding to enforce or interpret the terms of this Lease, or to collect any amount due hereunder, the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all collection and court costs, and all attorney's fees, whether incurred out of court, in the trial, on appeal, or at bankruptcy or administrative

proceedings.

12. MISCELLANEOUS.

A. Nothing herein contained shall be deemed or construed by the parties nor by any third party as creating the relationship of partnership or joint venture.

B. Whenever the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders where the context requires.

C. No party shall be deemed in default under this Agreement if such party is delayed in the performance of any of its obligations if the delay is due to strikes, lockouts or labor disputes, acts of God, restrictions, regulations or controls of any government or governmental agency, civil commotion, insurrection, revolution, sabotage or enemy or hostile government actions, fire or other casualty or other similar conditions beyond the control of the party delayed. In the event of such delay, all dates for performance shall automatically be extended by a period equal to the aggregate period of all such delays.

D. The County shall keep the Premises clean and free of rubbish, shall not allow the accumulation of any unsightly matter(s) or object(s), shall at all times keep the premises appearance and operating condition consistent with that of the College campus as a whole.

13. NOTICES. All notices, requests, demands, elections, consents, approvals, designations and other communications of any kind must be in writing and addressed to the parties as follows:

College:  
President  
100 College Boulevard  
Niceville, Florida 32578

County:  
County Administrator  
1804 Lewis Turner Boulevard  
Fort Walton Beach, Florida 32548

Any party may change the address to which notices are to be sent by giving ten (10) days prior written notice informing the other party of the change of address. Service of notice shall be deemed complete upon mailing.

14. COMPLETE AGREEMENT. This document contains the complete

Agreement between the parties. All negotiations, considerations, representations, and understandings between the College and the County relating to the management of the Premises are incorporated herein and may only be modified by agreement in writing.

15. APPLICABLE LAW. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement.

16. PARTIAL INVALIDITY. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision unless such partial invalidity shall materially or substantially alter the arrangements between the parties hereto or the benefits accruing to either party.

17. HEADINGS. The headings of sections are for convenience only and do not define, limit, or construe the contents of such sections.

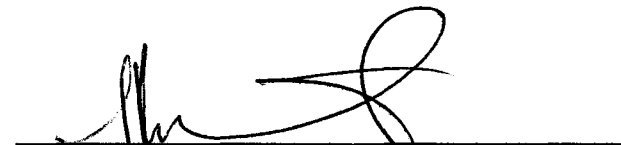
18. WAIVER. No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, conditions, or duty of the other party hereto shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

**IN WITNESS WHEREOF,** the parties hereto have caused the signatures of their officers to be set hereunder and their seals to be affixed hereto to be effective as of the latest date of execution.

**ATTEST:**

**NORTHWEST FLORIDA STATE COLLEGE**

By: \_\_\_\_\_




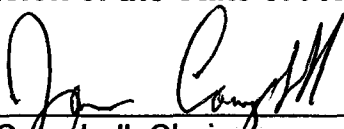
By: \_\_\_\_\_

Date: 8/12/08

**ATTEST:**

**OKALOOSA COUNTY, a political  
subdivision of the State of Florida**

By: Sary J. Stamps 

  
James Campbell, Chairman  
Okaloosa County Board of County  
Commissioners



By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 12 day of August, 2008, by James R. Buehling

Florida, on behalf of the College. They are personally known to me and did not take an oath.

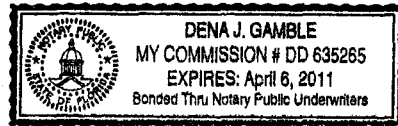
NOTARY PUBLIC:

sign: Dena J. Gamble

print: DENA J. GAMBLE

State of Florida at Large (Seal)

My Commission Expires:



STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 2008, by James Campbell and Mary J. Stanford, as Chairman and Clerk respectively of the Okaloosa County Board of County Commissioners, on behalf of the governmental corporation. They are personally known to me and did not take an oath.

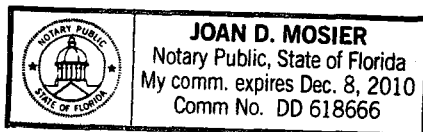
NOTARY PUBLIC:

sign: Joan D. Mosier

print: JOAN D. MOSIER

State of Florida at Large (Seal)

My Commission Expires:





## EXHIBIT A

### Lease Area Description

Commencing at the Southeast corner of Section 31, Township 1 North, Range 22 West, said point being on the Southerly right-of-way of State Road S-190 (College Boulevard), run thence North 00 degrees 25 minutes East a distance of 390.00 feet to a point; thence run North 89 degrees 35 minutes West a distance of 167.45 feet to the Point of Beginning: Thence continue along this same course a distance of 155.28 feet; thence run North 00 degrees 25 minutes East a distance of 275.09 feet to a point; thence run South 89 degrees 35 minutes East a distance of 298.88 feet to a point; thence run South 00 degrees 25 minutes West a distance of 107.93 feet to a point; thence run South 41 degrees 25 minutes West a distance of 216.51 feet to the Point of Beginning, said lease area containing 1.6144 acres, more or less.