

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/11/2021

Contract/Lease Control #: C17-2567-BCC

Procurement#: RFP BCC 02-17

Contract/Lease Type: CONTRACT

Award To/Lessee: REALTY HOUSE COMMERCIAL PROPERTY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/18/2017

Expiration Date: 05/17/2022 W/1 1 YR RENEWAL

Description of: REAL ESTATE LEASING BROKER SERVICES

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

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

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

CONTRACT#: C17-2567-BCC
REALTY HOUSE COMMERCIAL PROPERTY, INC.
REAL ESTATE LEASING BROKER SERVICES
EXPIRES: 05/17/2022 W/1 1 YR RENEWAL

Date: February 25, 2021
Company: Realty House Commercial Property, Inc.
Attn: Mark Bethea
Address: 11 Racetrack Road NE, Suite H-1
City, St, Zip: Fort Walton Beach, Florida 32547
RE: Contract Renewal

Dear Mr. Bethea,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C17-2567-BCC for an additional term. The contract renewal period will be 05/18/2021 to 05/17/2022. The annual budgeted amount for this contract is \$ 5% of lease income. 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: Jeff Littrell
Digitally signed by Jeff Littrell
DN: cn=Jeff Littrell, o=Okaloosa
County Water & Sewer System,
ou=Okaloosa County BCC,
email=jlittrell@okaloosa.com,
c=US
Date: 2021.03.10 12:58:37 -0500

Contractor: Realty House Commercial Properties, Inc

Date: 03/10/2021

Approved By: Jeffrey A Hyde
Digitally signed by
Jeffrey A Hyde
Date: 2021.03.11
10:35:03 -0500
(as prescribed below on item 1)

Approved By: [Signature]

Date: _____

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

Title: Treasurer

Date: _____

Date: 3-9-2021

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 at Purchasing Department.
If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/13/2020

Contract/Lease Control #: C17-2567-BCC

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: REALTY HOUSE COMMERCIAL PROPERTY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/17/2017

Expiration Date: 05/17/2021 2 1 YR RENEWALS

Description of: REAL ESTATE LEASING BROKER SERVICES

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-689-7515

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

Closed:

Cc: BCC RECORDS

TASK ORDER APPROVAL FORM

CONTRACT #: C17-2567-BCC

TASK ORDER #: 10

TASK ORDER AMOUNT: % of lease amount as outlined in contract

CONTRACT#: C17-2567-BCC
REALTY HOUSE COMMERCIAL PROPERTY, INC.
REAL ESTATE LEASING BROKER SERVICES
EXPIRES: 05/17/2021 W/2 1 YR RENEWALS

OFFERED BY CONSULTANT:

Realty House Commercial Property Inc.

FIRM'S NAME

Mark Bethea

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Treasurer

TITLE

7/16/2020

DATE

RECOMMENDED FOR APPROVAL
(Department Director)

Jeff Littrell

SIGNATURE

Director

TITLE

07/16/2020

DATE

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual) Table 1

Jeffrey A.
Hyde

PURCHASING DIRECTOR

Digitally signed by Jeffrey
A. Hyde
Date: 2020.07.16
14:34:38 -05'00'

DATE

OMB DIRECTOR (if applicable)

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

Okaloosa County Real Estate Leasing Broker Services

C17-2567-BCC

Task Order 10

This Task Order is issued pursuant to the Contract for Broker Services dated May 16, 2017, between Okaloosa County, Florida and Realty House Commercial Property, Inc., which is incorporated herein by this reference, with respect to

Scope for Basic Service For Real Estate Leasing Broker Services

PURPOSE

To authorize and direct Contractor (Realty House Commercial Property, Inc.) to proceed with the marketing, advertising and subsequent leasing of office space located in the Okaloosa County Water & Sewer administration building. The activities included are described in the "Scope of Service" section.

SCOPE OF SERVICE

The Contractor (Realty House Commercial Property, Inc.) agrees to provide all services needed to market, advertise and subsequently lease office space located within the Okaloosa County Water & Sewer Administration Building located at 1804 Lewis Turner Blvd., Fort Walton Beach, FL 32547. This Task Order number 10 will relate to the currently vacant space located on the first floor east side, second floor west side, and the entire fourth floor of the property referred to above. Services provided will include:

- A. Marketing and Advertising the space through all industry standard means.
- B. Presentation of the space to prospective lessees.
- C. Negotiating with lessee's to obtain a fair and equitable lease for both parties.
- D. Assistance with the execution of lease prior to BCC presentation and approval.
- E. Compensation for services is outlined below.

COMPENSATION

As compensation for providing the services within this Task Order, County shall pay Realty House Commercial Property, Inc. in accordance with Section III of the May 16, 2017 contract. Once the property is leased the contractor can be paid a fee of five percent (5%) of the lease per month or five percent (5%) of the gross value of the lease. The fee for ten (10) year leases or longer will be two percent (2%) after the lease reaches that ten (10) year mark. The county will pay the contractor on a monthly basis after the monthly rent from the tenant has been paid. If the county does not receive any rents for the month, then the contractor will not be paid either.

AUTHORIZED REPRESENTATIVES

The authorized representatives designated below are authorized to act with respect to this task order. Communications between the parties shall be through the authorized representative.

FOR COUNTY

Jerry Menze
OCWS Finance
1804 Lewis Turner Blvd. Suite 300
Fort Walton Beach, FL 35247
850-651-7143
gmenze@myokaloosa.com

FOR CONTRACTOR

Realty House Commercial Property, Inc.
Mark Bethea
11 Racetrack Rd., NE Suite H-1
Fort Walton Beach, FL 35247
850-244-9117
markb@realtyhouse.com

For Okaloosa County Water & Sewer

For Realty House Commercial Property, Inc.

Jeff Littrell Digitally signed by Jeff Littrell
DN: cn=Jeff Littrell, o=Okaloosa County Water & Sewer
Reason: I am the signer of this document.
SHA-256 digest algorithm

Jeff Littrell – Director



Mark Bethea

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

Procurement/Contract/Lease Number: C17-2567-WS Tracking Number: 4040-20
Procurement/Contractor/Lessee Name: Realty House Grant Funded: YES ___ NO X
Purpose: Renewal/Amendment
Date/Term: 5-16-21
Department #: _____
Account #: _____
Amount: _____
Department: WS Dept. Monitor Name: Litzell

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 6-4-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no federal fed Grant Name: _____
Date: _____
Grants Coordinator Danielle Garcia

Need updated CAS

Risk Management Review

Approved as written: see email attached Date: 6-4-2020
Risk Manager or designee Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 6-16-2020
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Department funding confirmed: _____
Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, June 16, 2020 8:13 AM
To: DeRita Mason
Cc: Karen Donaldson; Lynn Hoshihara
Subject: RE: C17-2567-BCC-Realty House Renewal/Amendment

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, June 4, 2020 3:02 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: C17-2567-BCC-Realty House Renewal/Amendment

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

DeRita Mason

From: Karen Donaldson
Sent: Thursday, June 4, 2020 2:12 PM
To: DeRita Mason
Subject: RE: C17-2567-BCC-Realty House Renewal/Amendment

DeRita

Please be advised that the insurance in file expired 5/2/20. The insurance requirements on the current contract are good however the insurance in file does not meet the requirements. Please make sure they understand that they are required to have the Auto liability, and Workers Comp, as well as the Personal and Advertising coverage. ALL these policies should have a waiver of subrogation and the County should be additional insured on everything except the workers comp.

This is approved by risk management for insurance purposes as long as the vendors submits the required insurance.

Thank you

Karen Donaldson

Karen Donaldson
Claims Examiner
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
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, June 4, 2020 2:02 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: C17-2567-BCC-Realty House Renewal/Amendment

Please review and approve the attached.

Thank you,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/13/2020

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME:	
	PHONE (A/C, No., Ext.): (888) 202-3007	FAX (A/C, No.):
INSURED Realty House Commercial Properties, Inc. 11 Racetrack Rd NE Suite H-1 Fort Walton Beach FL 32547	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	UDC-1965899-CGL-20	05/02/2020	05/02/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 0						
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Okaloosa County Purchasing Department is an additional insured. The Hiscox General Liability Policy is Primary and endorsed with a Waiver of Subrogation, subject to the policy's terms and conditions.

CERTIFICATE HOLDER

Okaloosa County Purchasing Department
 5479 A Old Bethel Rd
 Crestview, FL 32536

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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State Farm State Farm Mutual Automobile Insurance Company



3 Ravinia Drive
Atlanta, GA 30346-2117

34803-1-P MATCH 00004 MUTL VOL

DECLARATIONS PAGE

PAGE 1 OF 2

NAMED INSURED 00004 59-7214-1 P A

000004 0058
REALTY HOUSE COMMERCIAL
PROPERTIES INC AND
REALTY HOUSE INC AND
BETHEA, BASIL & SALLY
11 RACETRACK RD NE STE H1
FT WALTON BCH FL 32547-1879

POLICY NUMBER 004 6615-F04-59J
POLICY PERIOD APR 24 2020 to DEC 04 2020
12:01 A.M. Standard Time

AGENT
COURTNEY SIMPSON INS AGCY INC
119 PERRY AVE SE
FT WALTON BCH, FL 32548-5552

PHONE: (850)863-9212

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

2005 CHEVROLET VENTURE VAN 1GNDV23E75D100058 203F5000002

Bodily Injury Limits

\$1,000,000 \$1,000,000

Each Accident

P10 No-Fault Coverage \$53.80

Emergency Medical Condition Limit -

\$10,000

Each Person

D Comprehensive Coverage - \$1,000 Deductible \$21.90

H Emergency Road Service Coverage \$4.26

Bodily Injury Limits

\$500,000 \$500,000

BIPD Liability \$6.11

Physical Damage \$30.55

ST-128-U
0103-9483



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/08/2020

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

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

PRODUCER PROFESSIONAL LIABILITY SERVICES 1250 S. HIGHWAY 17-92 LAKE CENTER SUITE 110 LONGWOOD, FL 32750	CONTACT NAME: _____ PHONE (A/C. No.): _____ EMAIL ADDRESS: _____ FAX (A/C. No.): _____ PRODUCER CUSTOMER ID: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED REALTY HOUSE COMMERCIAL PROPERTIES, INC. 11 RACETRACK RD. N.E., SUITE H-1 FORT WALTON BEACH, FL 32547	INSURER A: C.N.A. Insurance Company	NAIC # 20443
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INS LET	TYPE OF INSURANCE	ADDL INBR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Each Occurrences) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	OTHER REAL ESTATE PROFESSIONALS PROFESSIONAL LIABILITY INSURANCE Errors & Omissions Insurance			RFB 592298456120	2/17/20	2/17/21	LIMITS: PER CLAIM \$1,000,000 AGGREGATE \$1,000,000 DEDUCTIBLE: \$ 10,000

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County
 5479A Old Bethel Road
 Crestview, FL. 32536.

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

AUTHORIZED REPRESENTATIVE
SEAN McQUEEN



**SECOND AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
REALTY HOUSE COMMERCIAL PROPERTY, INC.
CONTRACT NO. C17-2567-BCC**

This Second Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Realty House Commercial Prop., executed this 7th day of July, 2020, is made a part of the original Agreement dated May 17, 2017, Contract No. C17-2567-BCC (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their yearly option to renew the original Agreement for an additional one (1) year term in accordance with Section IV of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence May 17, 2020 and shall terminate no later than May 16, 2021. The parties wish to retroactively date the contract back to May 17, 2020.
3. **INSURANCE.** Effective for the term of renewal, the parties wish to amend Section XVI of the original Agreement "Insurance Requirements" and replace with Attachment "A" of this Amendment.
4. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Stay the same as set forth in Section III of the original Agreement ("Compensation") and/or any amendments thereto; or

5. **CIVIL RIGHTS.** The Contractor 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 Contractor and subcontractors 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.
6. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:
 - a. **Compliance with Regulations:** The Contractor 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 "B".



b. Nondiscrimination: The Contractor, 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 subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the 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 contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor 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 Contractor's 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:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

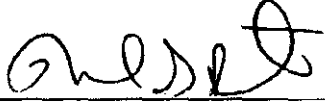
f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action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



- 7. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated May 17, 2017 and any amendments thereto, shall remain in full force and effect.
- 8. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

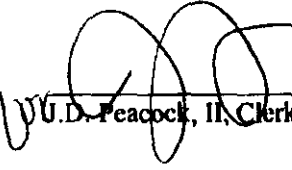

REALTY HOUSE COMMERCIAL PROPERTY, INC.:




Signature

TITLE: Agent

Mark G. Bethel
Print Name

ATTEST:


W.D. Peacock, II, Clerk 

OKALOOSA COUNTY, FLORIDA

BY: Robert A. "Trey" Goodwin, III, Chairman 



ATTACHMENT "A"
Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS
REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.



WORKERS' COMPENSATION INSURANCE

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

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability



3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

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

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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



CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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



Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

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

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

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

EXCESS/UMBRELLA INSURANCE

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



ATTACHEMENT "B" Civil Rights Clauses

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, 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.*).

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/12/2019

Contract/Lease Control #: C17-2567-BCC

Procurement#: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: REALTY HOUSE COMMERCIAL PROPERTY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/17/2017

Expiration Date: 05/17/2020 w/3 – 3 YEAR RENEWALS

Description of Contract/Lease: REAL ESTATE LEASING BROKER SERVICES

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-689-7515

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

Closed:

Cc: Finance Department Contracts & Grants Office

DeRita Mason

From: Karen Donaldson
Sent: Wednesday, August 07, 2019 9:50 AM
To: DeRita Mason
Subject: FW: C17-2567-BCC amendment/renewal
Attachments: c17-2567-bcc amendment.docx; General Service Insurance Requirements for Contractors 1.3.19 .docx

DeRita

Please replace the insurance attachment with the one attached which is a newer version. With the new attachment this is approved by risk management for insurance purposes.

Thank you

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: Kelly Bird <kbird@myokaloosa.com>
Sent: Wednesday, August 7, 2019 8:51 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: C17-2567-BCC amendment/renewal

Kelly Bird

Claims Examiner
Okaloosa County Board of County Commissioners
Risk Management Department
5479-B Old Bethel Road
Crestview, FL 32536

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, August 07, 2019 6:17 AM
To: DeRita Mason
Cc: Karen Donaldson; Kelly Bird; Lynn Hoshihara
Subject: RE: C17-2567-BCC amendment/renewal
Attachments: c17-2567-bcc amendment.docx

Attached are my revisions. This is approved with revisions. I do not need to see this again.

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

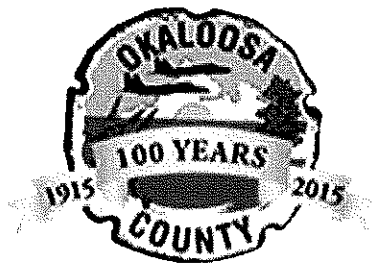
The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, July 30, 2019 10:22 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Kelly Bird <kbird@myokaloosa.com>
Subject: C17-2567-BCC amendment/renewal

Please review and approve.

Thank you,

DeRita



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



REALT-1

QP ID: WH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2019

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

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

PRODUCER Niceville Insurance Agency 109 Bullock Blvd Niceville, FL 32578 Garrett Floyd	850-729-2131	CONTACT NAME: Garrett Floyd PHONE (A/C, No, Ext): 850-729-2131 FAX (A/C, No): 850-729-2134 E-MAIL ADDRESS: garrett@niafi.net
	INSURER(S) AFFORDING COVERAGE	
INSURER A: Hiscox Insurance Company Inc		NAIC #
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Realty House Commercial Properties Inc
 11 Racetrack Rd NE, Ste H-1
 Fort Walton Beach, FL 32547

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	UDC1985899CGL19	05/02/2019	05/02/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

emailed to Insured
 Okaloosa County Purchasing Department is Additional Insured for General Liability & includes a Waiver of Subrogation.
 8/26/19 Watn on WOS approval before sending - WH

CONTRACT #: C17-2567-BCC
REALTY HOUSE COMMERCIAL PROPERTY, INC
REAL ESTATE LEASING BROKER SERVICES
EXPIRES: 05/17/2020 w/ 3 - 3 YEAR RENEWALS

CERTIFICATE HOLDER

OKALO28

Okaloosa County
 5749 A Old Bethel Road
 Crestview, FL 32536

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Garrett Floyd

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

Procurement/Contract/Lease Number: C17-2567-BCC Tracking Number: 3463-19
Procurement/Contractor/Lessee Name: Realty House Grant Funded: YES ___ NO X
Purpose: amendment/renewal
Date/Term: 5-17-2020
Amount: by to
Department: BCC
Dept. Monitor Name: Hofstad

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 7-30-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

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

Risk Management Review

Approved as written: see email attached Date: 8-2-19
_____ Date: _____
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 8-7-19
_____ Date: _____
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

**FIRST AMENDMENT AND RENEWAL
CONTRACT #C17-2567-BCC
Realty House Commercial Property, Inc.**

THIS FIRST AMENDMENT and RENEWAL entered into this 20th day of August, 2019, hereby amends the contract, C17-2567-BCC, dated May 16, 2017 by and between Okaloosa County, Florida, (hereinafter the "County") and Realty House Commercial Property, Inc. (hereinafter "Contractor").

WITNESSETH:

WHEREAS, on May 17, 2017 the parties entered into contract C17-2567-BCC, for the contractor to real estate broker services for Okaloosa County; and

WHEREAS, the contract expired on May 17, 2019 with the option for four (4) one (1) year renewals. The parties wish to retroactively renew the contract for an additional one (1) year term; and

WHEREAS, the parties desire to amend the contract to add new and updated general insurance requirements attached hereto as Exhibit "A"; and

WHEREAS, the parties desire to amend the contract to add standard contract clauses attached hereto as Exhibit "B".

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend and renew C17-2567-BCC as follows:

1. C17-2567-BCC is hereby renewed for one (1) year. The renewal date will be retroactively dated back to begin on May 17, 2019 and will end on May 16, 2020.
2. C17-2567-BCC is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "A", and made a part of the Contract by reference.
3. C17-2567-BCC is hereby amended to add "Exhibit B, Standard contract clauses".
4. **VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Concessionaire is found to have submitted a false certification as to the above or if the Concessionaire is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Concessionaire has submitted a false certification, the County will provide written notice to the Contractor. Unless the Concessionaire demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Concessionaire, and the Concessionaire will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Concessionaire. If federal law ceases to authorize the states to adopt and enforce this particular contract provision shall be null and void.

5. All other provisions of the Contract shall remain in full force and effect through the duration of the contract.

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

REALTY HOUSE COMMERCIAL
PROPERTIES, INC.

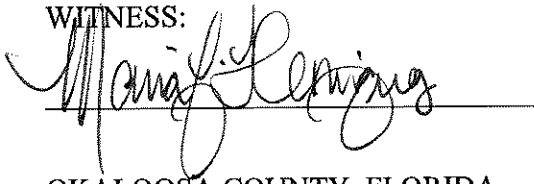


Signature

8-7-2019

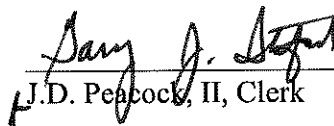
Date

WITNESS:

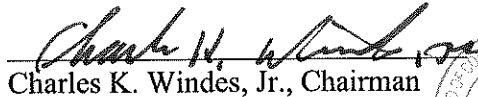
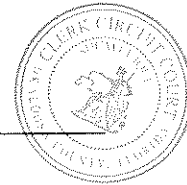


OKALOOSA COUNTY, FLORIDA

Attest:



J.D. Peacock, II, Clerk



Charles K. Windes, Jr., Chairman

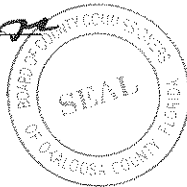


EXHIBIT "A"

GENERAL SERVICES INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until obtaining all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured on the Certificate of Insurance. Workers Compensation policies must have a waiver of subrogation
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
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connected with the work, including supervision, administration or management of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

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

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1. Workers’ Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered a breach of contract.

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

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

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

EXCESS/UMBRELLA INSURANCE

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

Exhibit "B"

Standard Contract Clauses

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

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

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text.

Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

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

business days after the date of hire (but see paragraph (b)(3) of this section;
or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

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

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

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

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

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

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05-19-2017

Contract/Lease Control #: C17-2567-BCC

Bid #: RFP BCC 02-17

Contract/Lease Type: CONTRACT

Award To/Lessee: REALTY HOUSE COMMERCIAL PROPERTY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/16/2017

Expiration Date: 05/15/2019 W/4 1 YR RENEWALS

Description of Contract/Lease: REAL ESTATE LEASING BROKER SERVICES

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

TASK ORDER APPROVAL FORM

CONTRACT #: C17-2567-BCC

TASK ORDER #: 9

TASK ORDER AMOUNT: as stated in Scope of Services

**CONTRACT#: C17-2567-BCC
REALTY HOUSE COMMERCIAL PROPERTY, INC.
REAL ESTATE LEASING BROKER SERVICES
EXPIRES: 05/15/2019 W/4 1 YR RENEWALS**

OFFERED BY CONSULTANT:

Realty House Commercial Property, Inc.

FIRM'S NAME

Mark Bethea

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

treasurer

TITLE

2-22-19

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**



SIGNATURE

Growth Management Director

TITLE

February 22, 2019

DATE

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.



PURCHASING MANAGER

02/25/2019

DATE

N/A 
OMB Director/DATE **Greg Kiseia**

DATE

N/A
COUNTY ADMINISTRATOR (if applicable)

DATE

2/25/19

N/A
CHAIRMAN (if applicable)

DATE

Okaloosa County Real Estate Leasing Broker Services

C17-2567-BCC

Task Order 9

Task Order 9 is issued pursuant to the Contract for Broker Services dated May 16, 2017, between Okaloosa County, Florida and Realty House Commercial Property, Inc., which is incorporated herein by this reference, with respect to:

Scope for Basic Service

Purpose

To authorize and direct Contractor (Realty House Commercial Property, Inc.) to serve as the County's interim Property Manager for the Neighborhood Stabilization Program rental housing until a property management company has been procured following the grant requirements.

Scope of Services

The Contractor agrees to serve as property manager by providing all services needed to maintain, turn, advertise, and subsequently lease rental units as listed in Description of Properties below. Services include the following;

- Collecting security deposits
- Collecting rent
- Enforcing lease terms
- Evictions as needed
- Pre-rental unit cleaning and preparation (aka "turns")
- Coordinate with County for major repairs
- Monitoring of units and premises
- All book- and record-keeping associated with these functions must be individually tracked for each unit
- Submit invoices including receipts for any maintenance or other work performed to the units

In addition, the Contractor agrees to provide the following documentation to the County for grant required monitoring:

- Monthly Statement of Account for all units
- Monthly Ledger Disbursement By Check Report
- Monthly Income Register
- Monthly General Ledger Activity
- Invoices and Receipts for any Expenses

- Monthly Statement of Security Deposits Collected and Disbursed (may be included as part of one of the above reports)

Description of Properties

- 301 Dahlquist, Crestview FL
- 309 Dahlquist, Crestview, FL
- 61 units at Rolling Pines subdivision, Crestview
- 12 units at Palm Village Subdivision, Fort Walton Beach

Compensation

As compensation for providing the services within this Task Order, the County shall pay the Contractor in accordance with Section III of the May 16, 2017 contract. The contractor can be paid a fee of ten percent (10%) of the leases collected per month.

Additions to Contract

Realty House will be authorized to make repairs not exceeding \$1,000.00 utilizing rental income to NSP properties. Any repairs above \$1,000.00 will need to be coordinated and authorized by the County. All repairs must be reported and copies of invoices and receipts for payments included. Units may only be lease to individuals and families that have been income certified and approved by the County.

Checks for security deposits and rents collected shall be made out to Okaloosa County BCC and submitted on a monthly basis to:

Okaloosa County Clerk of Courts

Attn: Accounts Receivable

101 E James Lee Blvd, Room #108

Crestview, FL 32536

Records

All records shall constitute public records and shall be preserved and provided to the County at the end of the term. Further, the County shall have the right to audit all aspects of the tasks contained within the scope of services.

Duration

Contractor shall begin implementation of this Scope of Services beginning March 1, 2019 and shall continue to provide services until May 31, 2019. The duration of service for which this Scope of Work is written may, with written consent of County and Contractor, be extended beyond May 31, 2019 to a date mutually agreed by both parties.

AUTHORIZED REPRESENTATIVES

The representatives designated below are authorized to act with respect to Task Order 9, Communication between parties shall be through the authorized representative.

COUNTY

Elliot Kampert and Abra McGill
Okaloosa County Growth Management
1250 N Eglin Pkwy, Suite 301
Shalimar, FL 32579
850-651-7534 / 850-609-7024
ekampert@myokaloosa.com /
amcgill@myokaloosa.com

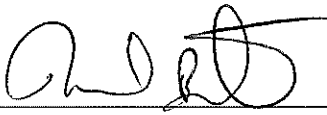
For Okaloosa County Growth Management

Elliot Kampert
Growth Management Director

CONTRACTOR

Mark Bethea and Maria Henriquez
Realty Housing Commercial Property, Inc.
11 Racetrack Road, NE Suite H-1
Fort Walton Beach, FL 32547
850-244-9117 / 850-244-9120, ext7
markb@realtyhouse.com
/mariah@realtyhouse.com

For Realty House Commercial Property, Inc.



Mark Bethea

TASK ORDER APPROVAL FORM

CONTRACT #: C17-2567-BCC

TASK ORDER #: 8

TASK ORDER AMOUNT: \$ 1000.00

**CONTRACT#: C17-2567-BCC
REALTY HOUSE COMMERCIAL PROPERTY, INC.
REAL ESTATE LEASING BROKER SERVICES
EXPIRES: 05/15/2019 W/4 1 YR RENEWALS**

OFFERED BY CONSULTANT:

Realty House Commercial Property, Inc.

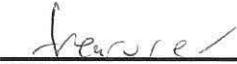
FIRM'S NAME

Mark Bethea

REPRESENTATIVE'S PRINTED NAME



SIGNATURE



TITLE

DATE

RECOMMENDED FOR APPROVAL (Department Director)



SIGNATURE

Growth Management Director

TITLE

9/27/18

DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.



PURCHASING MANAGER

DATE

N/A

OMB Director/DATE

DATE

N/A

COUNTY ADMINISTRATOR (if applicable)

DATE

N/A

CHAIRMAN (if applicable)

DATE

Okaloosa County Real Estate Leasing Broker Services
C17-2567-BCC
Task Order 8

Task Order 8 is issued pursuant to the Contract for Broker Services dated May 16, 2017, between Okaloosa County, Florida and Realty House Commercial Property, Inc., which is incorporated herein by this reference, with respect to:

Scope for Basic Service

Purpose

To authorize and direct Contractor (Realty House Commercial Property, Inc.) to proceed develop a real estate pro forma of the properties described, below. The activities included are described in the "Scope of Services" section below.

Scope of Services

The Contractor agrees to conduct an analysis of the properties described below, and provide to the County a report that includes a real estate pro forma as well as any information or recommendations the Contractor deems significant in consideration of the properties (e.g. observations on condition, location, etc.).

Description of Properties

- Property 1 - 301 Dahlquist Drive, Crestview FL
- Property 2 - 309 Dahlquist Drive, Crestview, FL
- Property 3 - 61 units at Rolling Pines subdivision, Crestview
- Property 4 - 12 units at Palm Village Subdivision, Fort Walton Beach

Compensation

As compensation for providing the services within this Task Order, the County shall pay the Contractor in accordance with Section 3 of the May 16, 2017 contract. \$250 each per property, Total cost of the Task Order will be \$1,000.00.

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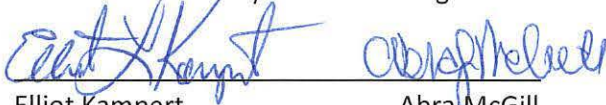
AUTHORIZED REPRESENTATIVES

The representatives designated below are authorized to act with respect to Task Order 8, Communication between parties shall be through the authorized representative.

COUNTY

Elliot Kampert and Abra McGill
Okaloosa County Growth Management
1250 N Eglin Pkwy, Suite 301
Shalimar, FL 32579
850-651-7534 / 850609-7024
ekampert@myokaloosa.com /
amcgill@myokaloosa.com

For Okaloosa County Growth Management



Elliot Kampert

Abra McGill

Growth Management Director

CONTRACTOR

Mark Bethea
Realty Housing Commercial Property, Inc.
11 Racetrack Road, NE Suite H-1
Fort Walton Beach, FL 32547
850-244-9117
markb@realtyhouse.com

For Realty House Commercial Property, Inc.



Mark Bethea



Real Estate Professionals
Errors and Omissions Policy

Declarations

Agency	Branch	Prefix	Policy Number
078990	969	RFB	59229845618

Insurance is provided by
Continental Casualty Company
333 S Wabash Ave Chicago, IL 60604,
A Stock Insurance Company.

1. NAMED INSURED AND MAILING ADDRESS:

Realty House Commercial Properties Inc.
11 Racetrack Road NE
Suite H-1
Fort Walton Beach, FL 32547

NOTICE TO POLICYHOLDERS:
The Errors and Omissions Liability coverage
afforded by this policy is on a Claims Made
basis. Please review the policy carefully
and discuss this coverage with your
insurance agent or broker.

2. POLICY PERIOD: Inception: 02/17/2018 Expiration: 02/17/2019
at 12:01 A.M. Standard Time at the address shown above.

3. ERRORS AND OMISSIONS LIABILITY:

A. Limits of Liability:	Each Claim:	\$1,000,000	Aggregate:	\$1,000,000
B. Discrimination Limits of Liability:				\$250,000
C. Deductible:	Each Claim:			\$10,000
D. First Coverage Date:		02/17/2015		
E. Prior Acts Date:		02/17/2015		

C17-2567-BCC

Countersigned by Authorized Representative



FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

CNA65781XX	Errors and Omissions Policy
CNA68180FL	Cancellation/Non-Renewal - Florida
CNA68080FL	Amendatory Endorsement -Florida
CNA65835XX	Claim Expenses Inside Limits

WHO TO CONTACT FOR MATERIAL CHANGES AND TO REPORT A CLAIM:

Victor O. Schinnerer and Company
Two Wisconsin Circle
Chevy Chase, Maryland 20815

Kathleen M. Curry

Countersigned by Authorized Representative



INSURED: Realty House Commercial Properties Inc.

Policy: RFB-592298456-18

Effective: 02/17/2018

Endorsement Number: 1

CANCELLATION / NON-RENEWAL ENDORSEMENT – FLORIDA

Wherever used in this endorsement: 1) Insurer means "we", "us", "our" or the "Company" as those terms may be defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) "Insured(s)" means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provision(s) in the policy are deleted in their entirety and replaced with the following:

CANCELLATION AND NON-RENEWAL

A. CANCELLATION

1. The Named Insured may cancel the policy at any time. To do so, the Named Insured must return the policy to the Insurer or any of its authorized representatives, indicating the effective date of cancellation; or provide a written notice to the Insurer, stating when the cancellation is to be effective.
2. If the policy has been in effect for ninety (90) days or less the Insurer may cancel the policy by mailing or delivering written notice to the Named Insured, at the last mailing address known to the Insurer, at least:
 - a. Ten (10) days prior to the effective date of cancellation, if the Insurer cancels for nonpayment of premium;
 - b. Sixty (60) days prior to the effective date of cancellation, if the Insurer cancels for any other reason, except the Insurer may cancel immediately for:
 - i. A material misstatement or misrepresentation; or
 - ii. A failure to comply with underwriting requirements established by the Insurer.
3. If the policy has been in effect for more than ninety (90) days the Insurer may not cancel the policy unless such cancellation is based on one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. A material misstatement;
 - c. A failure to comply with underwriting requirements established by the Insurer within ninety (90) days of the date of effectuation of coverage;
 - d. A substantial change in the risk covered by the policy; or
 - e. When the cancellation is for all insureds under such policies for a given class of insureds.

Written notice of cancellation will be mailed or delivered to the Named Insured, at the last mailing address known to the Insurer, at least:

- i. Ten (10) days prior to the effective date of cancellation, if the Insurer cancels for nonpayment of premium;



INSURED: Realty House Commercial Properties Inc.

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Effective: 02/17/2018

Endorsement Number: 1

- ii. Sixty (60) days prior to the effective date of cancellation, if the Insurer cancels for the reasons stated in A.3.b., A.3.c., A.3.d., or A.3.e. above.
4. The notice will state the actual reason for the cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. The unearned premium shall be computed on a pro-rata basis. The unearned premium is to be mailed within fifteen (15) working days after the effective date of the cancellation. The cancellation will be effective even if the Insurer has not made or offered a refund.

B. NON-RENEWAL

1. The Insurer can non-renew the policy by giving written notice to the Named Insured, at the last mailing address known to the Insurer, at least sixty (60) days before the expiration date.
2. The notice of non-renewal will state the actual reason for non-renewal.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. CONDITIONAL RENEWAL

1. The Insurer will mail or deliver written notice of the renewal premium to the Named Insured, at the last mailing address known to the Insurer, at least sixty (60) days in advance.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown above, and expires concurrently with said Policy.

Countersigned by Authorized Representative



INSURED: Realty House Commercial Properties Inc.

Policy: RFB-592298456-18

Effective: 02/17/2018

Endorsement Number: 2

AMENDATORY ENDORSEMENT FLORIDA

It is agreed that the following special condition is added to the Policy:

Notice: The following telephone number is provided in the event any questions arise regarding this Policy:

1-877-732-5444.

All other provisions of this policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown above, and expires concurrently with said Policy.

Countersigned by Authorized Representative



INSURED: Realty House Commercial Properties Inc.

Policy: RFB-592298456-18

Effective: 02/17/2018

Endorsement Number: 3

CLAIM EXPENSES INSIDE THE LIMITS ENDORSEMENT

In consideration of the premium paid for this Policy, it is agreed that Item 3.A. LIMITS OF LIABILITY of the Declarations is amended to specify that it is applicable to both **damages** and **claim expenses**.

It is further agreed that:

1. Section I. **INSURING AGREEMENT**, the last paragraph of Item B. is deleted in its entirety and replaced by the following:

We are not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **claim** after the applicable limit of our liability has been exhausted by payment of **damages** or **claim expenses**, or any combination thereof. In such case, we shall have the right to withdraw from the further investigation, defense, or settlement of such **claim**.

2. Section III. **LIMITS OF LIABILITY/ DEDUCTIBLE**, paragraph A. is deleted in its entirety.
3. Section III. **LIMITS OF LIABILITY/ DEDUCTIBLE**, paragraphs B. and C. are deleted in their entirety and replaced by the following:

B. Limit of Liability - each **claim**

Subject to paragraph C. below, our limit of liability for **damages** and **claim expenses** for each **claim** shall not exceed the amount stated in the Declarations for "each **claim**".

C. Limit of Liability - in the aggregate

Our limit of liability for **damages** and **claim expenses** for all **claims** shall not exceed the amount stated in the Declarations as the "aggregate".

All other provisions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown above, and expires concurrently with said Policy.

Countersigned by Authorized Representative

CNA65835XX (5-12)

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THIS INSURANCE IS WRITTEN ON A CLAIMS-MADE BASIS AND ONLY APPLIES TO THOSE CLAIMS FIRST MADE AGAINST INSURED WHILE THIS POLICY IS IN FORCE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST INSURED BEFORE THE BEGINNING OR AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

Throughout this Policy, the terms "we", "us" and "our" refer to the Insurance Company listed on the Declarations as providing this Insurance. Other words and phrases that appear in bold have the meaning set forth in Section V. DEFINITIONS. Refer to Section V. DEFINITIONS.

I. INSURING AGREEMENT

A. Indemnity

We will pay all amounts in excess of the deductible and within the limits of liability applicable to this Policy, that the **Insured** becomes legally obligated to pay as **damages** as a result of a **claim** by reason of an act or omission in the rendering of **professional real estate services** by the **Insured**, or by any person for whom the **Insured** is legally liable, provided that:

1. such act or omission in the rendering of **professional real estate services** took place on or after the Prior Acts Date set forth on the Declarations; and
2. on the First Coverage Date shown on the Declarations, no **Insured** knew or could reasonably have expected that such act or omission, or **related acts or omissions**, would result in a **claim**.

A **claim** must be first made during the **policy period** and must be promptly reported to us in accordance with Section VII. CONDITIONS, Paragraph B. Notice of **claims** and potential **claims**.

B. Defense

We shall have the right and duty to defend a **claim** even if any of the allegations of the **claim** are groundless, false or fraudulent. We shall have the right to appoint counsel and to make such investigation, settlement and defense of a **claim** as is deemed necessary by us. If a **claim** is submitted to arbitration or mediation, we shall be entitled to exercise all of the **Insured's** rights in the choice of arbitrators or mediators and in the conduct of an arbitration or mediation proceeding.

We shall not settle a **claim** without the **Insured's** consent. If the **Insured** refuses to consent to a settlement or compromise recommended by us and acceptable to the claimant, then our limit of liability shall be reduced to the amount for which the **claim** could have been settled plus **claim expenses** incurred up to the time we made our recommendation, which amount shall not exceed the remainder of the limit of liability specified in Section III. LIMITS OF LIABILITY/DEDUCTIBLE, Paragraph B. Limit of Liability – each **claim**.

We are not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **claim** after the applicable limit of our liability has been exhausted by payment of **damages**. In such case, we shall have the right to withdraw from the further investigation, defense, or settlement of such **claim**.

II. SUPPLEMENTARY PAYMENTS

Payments made under this section are not subject to the deductible and are in addition to the limit of liability shown on the Declarations.



A. Loss of Earnings

We will pay up to \$500 for loss of earnings to each **Insured** for each day or part of a day such **Insured** is in attendance, at our request, at a trial, hearing or arbitration proceeding involving a **claim** against such **Insured**. In no event shall the amount payable hereunder exceed \$15,000 per **policy period** regardless of the number of **Insureds** or **claims**.

B. Licensing Proceedings

We will pay up to \$15,000 to the **Insured** for attorney fees and other reasonable costs, expenses or fees resulting from the investigation or defense of a proceeding before a real estate licensing board incurred by the **Insured** as the result of a notice of proceeding both first received by the **Insured** and reported to us during the **policy period**, arising out of an act or omission in the rendering of **professional real estate services** by the **Insured**. In no event shall the amount payable hereunder exceed \$15,000 per proceeding and \$30,000 per **policy period** regardless of the number of **Insureds** or the number of such proceedings.

C. Subpoena Assistance

If during the **policy period**, the **Insured** receives a subpoena for documents or testimony arising out of **professional real estate services** and the **Insured** requests, in writing, our assistance in responding to the subpoena and provides to us a copy of the subpoena during the **policy period**, then we will retain an attorney to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony and to represent the **Insured** at the **Insured's** depositions, provided that:

1. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
2. the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

D. Public Relations

We will reimburse **you** up to \$15,000 per **public relations event**, subject to a maximum of \$50,000 per **policy period**, for reasonable **public relations expenses** incurred by **you** for advisory services provided by a public relations firm to **you** as a result of a **public relations event** which occurs during the **policy period**.

E. Pre-claims Assistance

Until the date a **claim** is made, we may pay for all costs or expenses we incur, at our sole discretion, as a result of investigating a potential **claim** that the **Insured** reports in accordance with Section VII. CONDITIONS, Paragraph B. Notice of **claims** and potential **claims**, subparagraph 2.

F. Privacy Response

We will pay up to \$20,000 for expenses incurred by the **Insured** during the **policy period** to:

1. hire a computer forensics firm to investigate the existence and cause of any computer or **network security breach** and to determine the extent of any unauthorized release or use of **confidential commercial information** or **non-public personal information**; and
2. provide notification to individuals or entities whose **confidential commercial information** or **non-public personal information** may have been disclosed or used in an unauthorized manner; provided that:



- a. the **Insured** first discovers such breach, unauthorized use or disclosure during such **policy period**;
- b. the **confidential commercial information** or **non-public personal information** was gathered in the course of rendering **professional real estate services**; and
- c. such notification is required to effect compliance with a **security breach notice law**.

III. LIMITS OF LIABILITY/DEDUCTIBLE

A. **Claim expenses** in addition to limits of liability

We shall pay **claim expenses** in connection with covered **claims**. **Claim expenses** are in addition to the limit of liability.

B. Limit of liability - each **claim**

Subject to paragraph C. below, our limit of liability for **damages** for each **claim** shall not exceed the amount stated in the Declarations for "each **claim**".

C. Limit of liability - in the aggregate

Our limit of liability for **damages** for all **claims** shall not exceed the amount stated in the Declarations as the "aggregate".

D. Discrimination Limit of Liability – **damages** and **claim expenses**

The Discrimination Limit of Liability, as set forth in the Declarations, is applicable to **damages** and **claim expenses** with respect to each **discrimination claim** and to all **discrimination claims**. The Discrimination Limit of Liability is a sublimit included within and not in addition to the limits of liability shown on the Declarations. Such sublimit is subject to the deductible.

E. Deductible

The deductible amount stated in the Declarations is the total amount of the **Insured's** obligation for each **claim** (other than a **lockbox claim**) and applies to the payment of **damages** and **claim expenses**. The deductible shall be paid by **you**, or upon **your** failure to pay, jointly and severally by all **Insureds**. The deductible applies separately to each **claim**. The limits of liability set forth in the Declarations are in addition to, and in excess of, the deductible.

F. Multiple **Insureds**, **claims** and claimants

The limit of liability shown in the Declarations is the maximum amount we will pay as **damages** regardless of the number of **Insureds**, **claims** made or persons or entities making **claims**.

G. **Related Claims**

If **related claims** are subsequently made against the **Insured** and reported to us during this **policy period** or any renewal policy period then all such **related claims** shall be considered a single **claim** first made within the **policy period** in which the earliest of the **related claims** was first made.



IV. RISK MITIGATION INCENTIVE

A. Consent Credit

If the **Insured** promptly consents to settle a **claim** when we first ask for their consent then, upon **your** written request, the deductible for which the **Insured** is then liable will be reduced by 25% up to a maximum of \$250 per **claim**. **Your** written request must be received within 90 days of such settlement.

B. Deductible Waiver

The **Insured's** obligation to pay the deductible amount stated in the Declarations shall be waived, for an amount not to exceed \$5,000, if the following conditions are met and evidence of such is provided to us when notice of a **claim** is received:

1. a seller disclosure form was signed by the seller and acknowledged by the buyer prior to closing;
2. a home warranty policy was purchased prior to closing;
3. either
 - a. a home inspection was completed and a copy was provided to the buyer prior to closing; or
 - b. if **you** act solely as the buyer's agent a statement outlining the reasons a home inspection should be completed and a list of at least three home inspection companies was provided to such buyer prior to the closing; and
4. a state or local board approved standard sales contract was utilized.

The obligation to pay the deductible will not be waived if any **Insured** individually acted as both the buyer's and seller's agent in the transaction which gives rise to the **claim**.

C. Mediation Incentive

If mediation of a **claim** takes place either without institution of arbitration proceedings or service of suit or within 180 days of the institution of such proceedings or service of suit, and such **claim** is ultimately resolved by the process of mediation, the deductible applying to the **claim** will be reduced by 50% or \$25000, whichever is less.

In the event that one **claim** is eligible for more than one Risk Mitigation Incentive then **you** shall receive the benefit of the highest deductible credit. In no way shall this section be construed to afford more than one Risk Mitigation Incentive per **claim**.

V. DEFINITIONS

Bodily injury means bodily injury, sickness or disease and death and includes mental injury, mental anguish, mental tension, emotional distress, pain, suffering or shock sustained by any person, whether or not resulting from injury to the body.

Circumstance means an act or omission from which an **Insured** reasonably expects that a **claim** could be made.



Claim means a demand, including the service of suit or the institution of an arbitration proceeding received by the **Insured** for money or service, including a demand alleging **personal injury**, arising out of an act or omission in the rendering of **professional real estate services**. Except as respects an **innocent insured**, a **claim**, other than a **claim for personal injury**, cannot arise from intentionally wrongful, dishonest, fraudulent, malicious, or criminal conduct committed by an **Insured** or at an **Insured's** direction or with the **Insured's** prior knowledge. Criminal proceedings are not covered under this Policy regardless of the allegations made against any **Insured**;

Claim also means **privacy claims** and **client network damage claims**.

Claim expenses means:

- A. fees charged by attorneys designated by us; and
- B. all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim** if incurred by us, or by the **Insured** with our written consent.

Claim expenses do not include fees, costs or expenses of independent adjusters or salaries of our officials or employees, other than fees, costs and expenses charged by our employed attorneys who may be designated to represent the **Insured**.

Client Network Damage Claim means a demand, including the service of suit or the institution of an arbitration proceeding, received by the **Insured** for money or services alleging that a **security breach** or **electronic infection** caused **network damage** to a client's **network** in the rendering of **professional real estate services**.

Computer Virus means unauthorized computer code that is designed and intended to transmit, infect and propagate itself over one or more **networks**, and cause:

- A. a computer code or programs to perform in an unintended manner;
- B. the deletion or corruption of electronic data or software; or
- C. the disruption or suspension of a **network**.

Confidential Commercial Information means information that has been provided to the **Insured** by another, or created by the **Insured** for another where such information is subject to the terms of a written confidentiality agreement or equivalent obligating the **Insured** to protect such information on behalf of another.

Construction manager means a person providing the following services in connection with the construction, reconstruction and renovation of real property:

- A. management of facility construction, reconstruction and renovation plans;
- B. development and management of construction, reconstruction and renovation contracts and subcontracts; or
- C. development of loss control and risk management plans in connection with the construction, reconstruction or renovation.

Damages mean judgments, awards and settlements, provided any settlement is made with our prior written consent. **Damages** do not include:

- A. the return or restitution of fees, commissions, expenses or costs;
- B. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule;
- C. punitive or exemplary amounts;
- D. the multiplied portion of multiplied awards;
- E. injunctive or declaratory relief;
- F. any amount that is not insurable under any applicable law; or
- G. plaintiff's attorneys fees associated with any of the above.



Denial of Service Attack means an attack executed over one or more **networks** or the **internet** that is specifically designed and intended to disrupt the operation of a **network** and render a **network** inaccessible to authorized users.

Discrimination Claim means a **claim** based on or arising out of discrimination, humiliation, harassment, or misconduct that includes but shall not be limited to a **claim** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual preference.

Domestic Partner means any person qualifying as a "domestic partner" under any federal, state or local laws or under **your** employee benefit plans.

Electronic Infection means the transmission of a **computer virus** to a **network**, including without limitation, such transmission to or from **your network**.

Electronic Information Damage means the destruction, deletion or alteration of any information residing on the **network** of any third party.

Guaranteed Sale Listing Contract means a written agreement between **you** and the seller of a property, in which **you** agree to purchase the property if it is not sold under the listing agreement in the time frame specified by the agreement.

Innocent Insured means an **Insured** who, upon request, affirmatively states under oath to us that they did not commit or have prior knowledge of the intentionally wrongful, dishonest, fraudulent, malicious or criminal acts or omissions alleged in a **claim**. A person who fails to take affirmative steps to mitigate loss upon learning of an intentionally wrongful, dishonest, fraudulent, malicious or criminal act or omission, or who is found by a court of competent jurisdiction to have committed such acts or omission, is not an **innocent insured**.

Insured means **you** and any of the persons or entities listed below but only while rendering **professional real estate services** on **your** behalf for others:

- A. any person who is or becomes **your** partner, officer, director, employee, member, or independent contractor during the **policy period**;
- B. any person previously affiliated with **you** as **your** partner, officer, director, employee, member or independent contractor;
- C. any personal assistant of an **Insured** as set forth in A or B., above, but only while rendering **professional real estate services** on behalf of such individual **Insured**;
- D. any **subsidiary** and **newly acquired subsidiary**.

Insured also means any real estate corporation of which **you** are a franchisee, but only as respects such real estate corporation's liability for acts or omissions of an **Insured** in the rendering of **professional real estate services**.

Internet means the worldwide public **network** of computers as it currently exists or may be manifested in the future, but **internet** does not include the **named insured's network**.

Lock Box means a keyless entry system or similar device used to gain access when showing properties.

Lock Box Claim means a **claim** alleging **property damage** or **bodily injury**, arising out of the **Insured's** maintenance, operation, or use of a **lock box** in providing **professional real estate services** on property not owned, occupied by, or leased to the **Insured**.

Mortgage broker means a person or entity that originates commercial or residential real estate mortgage loans in the primary or secondary market.



Network means a party's local or wide area network owned or operated by or on behalf of or for the benefit of that party; provided, however, **network** shall not include the **internet**, telephone company networks, or other public infrastructure network.

Network Damage means:

- A. the unscheduled and unplanned inability of an authorized user to gain access to a **network**;
- B. **electronic information damage**; or
- C. the suspension or interruption of any **network**.

Newly Acquired Subsidiary means any entity of which **you** acquire, through acquisition, merger or formation, during the **policy period**, more than a 50% interest in such entity, but only upon the conditions that:

- A. within 60 days of such acquisition, we shall have been provided with full particulars of such **newly acquired subsidiary**;
- B. we, after receipt of such notice have agreed in writing to insure such **newly acquired subsidiary**; and,
- C. **you** have paid any additional premium and have agreed to any amendment of the provisions of this Policy.

On the date during the **policy period** that **your** direct or indirect ownership interest in such corporation becomes less than 50% of the issued and outstanding voting stock, such corporation shall cease to be a **newly acquired subsidiary** under the terms of this Policy.

Non-Public Personal Information means personal information not available to the general public from which an individual may be identified, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, and account histories.

Open House means an advertised designated time period where multiple potential buyers have the opportunity to view the specific property that is listed for sale by the **Insured** while in the care, custody or control of the **Insured**.

Open House Claim means a **claim** alleging that **property damage** occurred as a result of an act or omission during an **open house**.

Personal Injury is an injury, other than **bodily injury**, arising out of one or more of the following offenses:

- A. false arrest, detention, or imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- D. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- E. oral or written publication of material that violates a person's right of privacy.

Policy Period means the time from 12:01 A.M. on the inception date of this Policy to the earlier of 12:01 A.M. of the expiration, termination or cancellation date of this Policy.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. **Pollutants** also means asbestos, radon and lead.

Privacy Claim means a demand, including the service of suit or the institution of an arbitration proceeding, received by the **Insured** for money or services and alleging **privacy injury and identity theft** that occurred in the rendering of **professional real estate services**.



Privacy Injury and Identity Theft means any unauthorized disclosure of, inability to access, or inaccuracy with respect to **non-public personal information** in violation of any federal, state, foreign or other law, statute or regulation governing the confidentiality, integrity or accessibility of **non-public personal information**, including but not limited, to the Health Insurance Portability and Accountability Act of 1996, Gramm-Leach-Bliley Act, Children's Online Privacy Protection Act, or the EU Data Protection Act.

Professional Real Estate Services means those services rendered by an **Insured** for others as a:

- A. real estate agent;
- B. real estate broker;
- C. real estate personal assistant, real estate appraiser, **property manager**, real estate leasing agent, **short term escrow agent**, **mortgage broker** or auctioneer of real property, provided that all necessary licenses or certifications are held by the **Insured** at the time of the act or omission giving rise to the **claim**;
- D. expert witness or real estate consultant or counselor provided such services are limited to the areas specified in paragraphs A. through C. of this definition; or
- E. notary public; or member of a formal real estate accreditation, standards review or similar real estate board or committee.

Services as a **construction manager** are not **professional real estate services**.

Property Damage means:

- A. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- B. loss of use or theft of tangible property that is not physically damaged.

Property manager means a person or entity providing the following services in connection with the management of commercial or residential property:

- A. development and implementation of management plans and budget;
- B. oversight of physical maintenance of property by others, except if such physical maintenance is performed by an **Insured** or by an entity owned by an **Insured** in whole or in part;
- C. solicitation, evaluation and securing of tenants and management of tenant relations, collection of rent and processing evictions;
- D. development, implementation and management of loss control and risk management plans for real property;
- E. development, implementation and management of contracts and subcontracts (excluding property and liability insurance contracts) necessary to the daily functioning of the property; or
- F. personnel administration and record keeping in connection with a managed property;

Property manager does not include a **construction manager**.

Public Relations Event means:

- A. departure, incapacitation, illness or death of a partner, member, officer, director, or sole proprietor-owner of **yours**;
- B. **your** dissolution for any reason other than bankruptcy;
- C. violent act, kidnapping, sexual assault, criminal firearm use, or workplace accident resulting in negative local or national media coverage of **you**.

Public Relations Expenses means reasonable fees and expenses incurred by **you** for advisory services provided by a public relations firm to **you** for up to 60 days following a **public relations event**.

Related claims means all **claims** arising out of a single act or omission or arising out of **related acts or omissions** in the rendering of **professional real estate services**.



Related Acts or Omissions mean all acts or omissions in the rendering of **professional real estate services** that are logically or causally connected by any common fact, **circumstance**, situation, transaction, event, advice or decision.

Residential Property means a one to four family dwelling.

Security Breach means the failure of **your network** hardware, software, firmware, the function or purpose of which is to:

- A. identify and authenticate parties prior to accessing the **your network**;
- B. control access to **your network** and monitor and audit such access;
- C. protect against **computer viruses**;
- D. defend against **denial of service attacks** upon the **Insured** or unauthorized use of the **Insured's network** to perpetrate a **denial of service attack**; or,
- E. ensure confidentiality, integrity and authenticity of information on the **Insured's network**.

Security Breach Notice Law means any statute or regulation that requires an entity that maintains **confidential commercial information** or **non-public personal information** to provide notice to specified individuals of any actual or potential unauthorized disclosure or potential disclosure of such information.

Seller's Real Property Disclosure Statement means a written disclosure of the known condition of the **residential property** by the seller, including the existence of past or present environmental hazards.

Subsidiary means any entity in which **you** own, either directly or indirectly, more than a 50% interest, and such entity is listed on the application for this Policy. On the date during the **policy period** when **your** ownership interest in such entity becomes less than 50% of the issued and outstanding voting stock, such corporation shall cease to be a **subsidiary** under the terms of this Policy. In such event, coverage under this Policy will continue, but only with respect to acts or omissions committed prior to such date and in accordance with all other terms and conditions of this Policy.

Short Term Escrow Agent means an **Insured** who, in connection with the sale or purchase of real estate, receives or holds funds in, or distributes funds from, an escrow or trust account where all such funds are to be fully distributed within twelve months from the date received.

Totally and Permanently Disabled means that an **Insured** is so disabled as to be wholly prevented from rendering **professional real estate services** provided that such disability:

- A. has existed continuously for not less than six (6) months; and
- B. is reasonably expected to be continuous and permanent.

Unauthorized Access means any accessing of information in the **Insured's** care, custody or control by unauthorized persons or by authorized persons accessing or using such information in an unauthorized manner. **Unauthorized access** also includes:

- A. theft from the **Insured** of any information storage device used by the **Insured** to:
 - 1. store and retrieve information on the **Insured's network**; or
 - 2. transport information between the **Insured** and authorized recipients;
- B. any unauthorized use by the **Insured** of information in the **Insured's** clients' care, custody or control if accessed by the **Insured** in the course of rendering **legal services**.

You, Your, and Yours refer to the persons and entities designated as Named Insured in the Declarations.



VI. EXCLUSIONS

We will not defend or pay any **claim**:

A. Bodily Injury

based on or arising out of any actual or alleged **bodily injury**, except that this exclusion shall not apply to a **lock box claim**;

B. Property Damage

based on or arising out of any actual or alleged **property damage**, except that this exclusion shall not apply to:

1. a **lock box claim**;
2. an **open house claim**;

C. Conversion

based on or arising out of any actual or alleged failure to pay or collect money held for others or any conversion, commingling, defalcation, misappropriation or improper use of funds or other property;

D. Misappropriation of ideas

based on or arising out of any actual or alleged misappropriation of ideas, information or materials; improper gaining or misuse of confidential or proprietary information, materials or trade secrets; interference with actual or prospective business relationships, contracts or contractual relationships or unfair competition;

E. Pollutants, Mold, Fungi or Microbes

based on or arising out of whether suddenly or over a long period of time:

1. any actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, growth or presence of; or
2. any actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of; or
3. any actual or alleged failure to detect, report, test for, monitor, clean-up, remove, contain, dispose of, treat, detoxify or neutralize, or in any way respond to, assess the effects of or advise of the existence of;

any **pollutants**, fungi or microbes, or of any spores, mycotoxins, odors, or any other substances, products or byproducts produced by, released by, or arising out of the current or past presence of mold, fungi or microbes;



This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the **damages** claimed. However, this exclusion does not apply to any **claim** against an **Insured**:

- a. based on or arising out of the **Insured's** failure, in any way, to advise of the existence of **pollutants**; or
- b. based on or arising out of the **Insured's** failure, in his or her capacity as a real estate agent or broker, to advise buyers or sellers of **residential property** of the existence of mold, fungi or microbes at such **residential property**, but if, and only if the following conditions were met:
 - (i) neither the **Insured** nor the **Insured's** spouse had an ownership interest in such **residential property**;
 - (ii) a **seller's real property disclosure statement** was completed by the seller and receipt acknowledged by the buyer in writing prior to closing and a copy was retained in the **Insured's** transaction file; and
 - (iii) if the **Insured** acted as agent for the buyer, a statement or disclosure regarding a buyer's right to request testing or inspection for the existence of mold, fungi or microbes was provided to and acknowledged by the buyer in writing, and a copy was retained in the **Insured's** transaction file.

F. Sale of business

based on or arising out of any actual or alleged sale or purchase or attempted sale or purchase of a business, except that this exclusion does not apply to that portion of a **claim** which relates to the purchase, sale or leasing of real property;

G. Value or business or future value of property

based on or arising out of:

1. any promises, warranties, or guarantees made by an **Insured** as to the future value or future income of any property; or
2. the valuation or performance of a business in conjunction with any property that is sold;

H. **Insured vs. Insured**

by or on behalf of any **Insured** against any other **Insured**;

I. Property Syndication or Real Estate Investment Trust

based on or arising out of any actual or alleged formation, syndication, operation or administration of any property syndication, real estate investment trust or any other form of corporation, general or limited partnership or joint venture formed for the purpose of investing in, buying, selling, or maintaining real property;



J. Owned, constructed, developed and purchase of property

based on or arising out of any actual, alleged or attempted: purchase by; sale, leasing, or appraisal of property developed, constructed or owned by:

1. any **Insured**;
2. any entity in which the **Insured** had a financial or a contemplated financial interest;
3. any entity with a financial interest or contemplated financial interest in **you**; or
4. any entity under the same financial control as **you**;

provided that such financial interest, contemplated financial interest, or financial control existed at the time of the act or omission giving rise to the **claim**.

This exclusion does not apply to:

- a. the actual or attempted sale of real property that the **Insured** did not construct or develop and in which the combined ownership interest of all **Insureds** at the time of such sale was less than 25%; or
- b. the leasing of real property in which the combined ownership interest of all **Insureds** was less than 50% at the time of the **professional real estate services** rendered; or
- c. the actual or attempted sale, leasing, or property management of the **Insured's residential property** by another **Insured** who is not the owner of such **residential property**; or
- d. the sale of **residential property** by an **Insured** who is the owner of such **residential property** and all of the following conditions are met in connection with such sale:
 - (i) a written Home Inspection Report is issued by a licensed or accredited home inspector, or was waived in writing by the buyer prior to closing;
 - (ii) a home warranty policy was purchased prior to or at closing;
 - (iii) a seller disclosure form was signed by the **Insured** and acknowledged in writing by the buyer prior to closing;
 - (iv) the **Insured's** ownership interest in the property was disclosed in writing; and
 - (v) a state or local board approved standard sales contract was utilized; or
- e. the actual or attempted sale of real property 100% owned by **you** if the property was acquired by **you** under a written **guaranteed sale listing contract**, and from acquisition to resale the title to the property was held by **you** for less than twelve months, and the property was continually offered for sale by **you**;

K. Securities **Claims**

based on or arising out of:

1. the filing of any registration statement under the Securities Acts of 1933, or the Securities Exchange Act of 1934, any State Blue Sky Law, or any other state or local securities law; or
2. the Securities Act of 1933, the Securities and Exchange Act of 1934, rules or regulations of the Securities Exchange Commission under either or both acts, similar securities laws or regulations of state, or any laws of any state relating to any transaction arising out of, involving, or relating to the public offering of securities;

L. Failure to maintain insurance

based on or arising out of any actual or alleged:

1. failure to effect or maintain any insurance, financing or bond;
2. failure to advise of the need for adequate amount or type of insurance, financing or bond;



M. Other interests, operations or activities

based on or arising out of the **Insured's** actual or alleged interests, operations, or activities as an insurance agent, insurance broker, lawyer, mortgage banker, asset manager, investment manager, title agent, title abstractor, **construction manager**, property developer or any other profession for which a license is required;

N. Violation of Law

based on or arising out of any:

1. charges of price fixing, restraint of trade, monopolization or unfair trade; or
2. actual or alleged violation of:
 - a. the Federal Trade Commission Act, the Sherman Act, the Clayton Act, or any federal statutory provision regarding anti-trust law, monopoly, price fixing, price discrimination, predatory pricing, or restraint of trade;
 - b. Telephone Consumer Protection Act (TCPA) 47 U.S.C. Section 227 Federal Communications Commission (FCC) rules prohibiting facsimile, electronic mail or any other means of communication;
 - c. any rules or regulations promulgated under or in connection with the above statutes; or
 - d. any similar provision of any state, federal or local statutory law or common law;

O. Contractual Liability

based on or arising out of an **Insured's** alleged liability under any oral or written contract or agreement, unless such liability would have attached to any **Insured** in the absence of such agreement.

VII. CONDITIONS

A. Territory

This Policy applies to acts or omissions that happen anywhere in the world provided that **claim** is made or suit is brought against an **Insured** in the United States of America, its territories or possessions or Puerto Rico or Canada.

B. Notice of **claims** and potential **claims**

1. The **Insured**, as a condition precedent to our obligations, must promptly give written notice to us during the **policy period** or the subsequent renewal policy period of any **claim** made against the **Insured** during such **policy period**. This condition will not be a barrier to coverage for those **Insureds** who do not have personal knowledge of a **claim**. However, all **Insureds** must comply with this condition within 90 days of the expiration of the **policy period**.
2. If during the **policy period**, the **Insured** gives us notice of a **circumstance** detailing:
 - a. the specific act or omission;
 - b. the dates and persons involved;
 - c. the identity of anticipated or possible claimants; and
 - d. the circumstances by which the **Insured** first became aware of the possible **claim**, then any **claim** that is both made against the **Insured** and reported to us during any renewal policy period and that arises out of such **circumstance** shall be deemed to have been made at the time such written notice was given to us.



C. Assistance and Cooperation

1. The **Insured** shall cooperate with us and upon our request, shall attend hearings, depositions and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and assist in the conduct of suits and proceedings in connection with a **claim**.
2. The **Insureds** shall assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to any **Insured** in connection with a **claim**.
3. No **Insured** shall voluntarily assume or admit any liability or incur any expense, except at its own cost, without our written consent.

D. Legal Action Limitation

1. The **Insureds** agree not to bring a legal action against us concerning this Policy unless they have fully complied with all the provisions of this Policy; and the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and us.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join us as a party to any action against an **Insured**, nor shall we be impleaded by the **Insured** or his legal representative.

2. If, after the final adjudication or settlement of a **claim**, there is any dispute concerning tort allegations against us regarding the handling or settlement of any **claim**, we and the **Insureds** agree to submit such dispute to any form of alternative dispute resolution acceptable to both parties. Should we and the **Insureds** be unable to agree on the form of alternative dispute resolution, then such dispute shall be submitted to binding arbitration by the American Arbitration Association, under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

E. Changes to **your** business, Acquisitions and Mergers

1. **You** must provide prior notice to us of the following events:
 - a. material or significant changes to the type or volume of the **professional real estate services** reported to us in **your** application.
 - b. acquisition of **you** by another entity;
 - c. **your** merger with another entity;
 - d. the acquisition of all or substantially all of **your** assets by another entity; or
 - e. the acquisition of all or substantially all of the assets of another entity by **you**.
2. Upon receipt of such notice, we may:
 - a. adjust the premium to reflect the added exposure; or
 - b. deem this Policy to have ceased with respect to **claims** made against the **Insured** based on any act or omission committed or allegedly committed on or subsequent to the time and date of said event. In such case, the **policy period** shall remain unaltered and coverage will continue but only with respect to acts and omissions committed prior to the time and date of any such events in accordance with all other terms and conditions of this Policy.



F. Other insurance

This Policy shall be specifically excess over any other valid and collectible insurance, self-insurance or indemnification agreement available to the **Insured**, whether such other insurance or indemnification agreement is stated to be primary, contributory, excess, contingent, self-insured retention or otherwise.

G. Subrogation

In the event of any payment, we shall be subrogated to all of the **Insured's** rights of recovery against any person or organization. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights.

H. Cancellation/Nonrenewal

The Cancellation/Nonrenewal provisions are as set forth in the Cancellation/Nonrenewal Endorsement attached to this Policy.

I. Changes to Policy

Notice to any of our agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this Policy. It also will not prevent us from asserting any rights under the provisions of this Policy. None of the provisions of this Policy will be waived, changed or modified except by written endorsement to this Policy.

J. Examination of **Your** Books and Records

We may examine, audit and make copies of **your** books and records at any time during the **policy period** and up to three years afterward.

K. Transfer of Interests

For a transfer of interest or an assignment of this Policy to be effective, the first of **you** named on the Declarations must obtain our written consent.

L. Entire Contract

By acceptance of this Policy the **Insured** agrees that:

1. all of the information and statements provided to us by the Insured are true, accurate and complete and shall be deemed to constitute material representations made by the Insured;
2. this Policy is issued in reliance upon the **Insured's** representations;
3. this Policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the **Insured** to us (all of which are deemed to be incorporated herein) embody all of the agreements existing between the **Insured** and us and shall constitute the entire contract between the **Insured** and us; and
4. the misrepresentation of any material matter by the **Insured** or the **Insured's** agent will render the Policy null and void and relieve us from all liability herein. This Policy is void in any case of fraud by the **Insured** relating to it. It is also void if the **Insured** intentionally conceals or misrepresents a material fact or circumstance concerning this Policy.



M. Sole Agent/Notices

The first of **you** named on the Declarations shall be the sole agent of all **Insureds** for the purposes of effecting or accepting any notices hereunder, any amendments to or cancellation of this policy, for the completing of any applications, for the payment of any premium and the receipt of any return premium that may become due, and the exercising or declining to exercise any right under this policy.

Any notices required to be given by the **Insured** shall be submitted in writing to us or our authorized representative at the address specified in the Declarations. If mailed, the date of mailing of such notice shall be deemed to be the date such notice was given and proof of mailing shall be sufficient proof of notice.

N. Bankruptcy

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve us of our obligations under this Policy. In the event of **your** bankruptcy, insolvency, or dissolution, we shall have, at our sole option, the right to settle any **claim** without obtaining consent.

O. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives, assigns, spouses and any **domestic partners** of the **Insured** shall also be insured under this Policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and **domestic partners** only for **claims** arising solely out of their status as such and, in the case of a spouse or **domestic partner**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from the **Insured** to the spouse or **domestic partner**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, assign, spouse or **domestic partner**. All terms and conditions of this Policy, including without limitation the retention, applicable to **damages** and **claim expenses** incurred by the **Insured**, shall also apply to **damages** and **claim expenses** incurred by such estates, heirs, legal representatives, assigns, spouses and **domestic partners**.

P. Trade and Economic Embargoes

This policy does not provide coverage for **Insureds**, transactions or that part of **damages** or **claims expenses** that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

Q. Liberalization

If we adopt any revision that would broaden coverage under this policy form without additional premium at any time during the **policy period**, the broadened coverage will immediately apply to this Policy except that it will not apply to **claims** that were first made against the **Insured** prior to the effective date of such revision.



VIII. EXTENDED REPORTING PERIODS

As used herein, "extended reporting period" means the period of time after the end of the **policy period** for reporting **claims** that are made against the **Insured** during the applicable "extended reporting period" by reason of an act or omission that occurred prior to the end of the **policy period** and is otherwise covered by this Policy.

A. Automatic "extended reporting period"

If this Policy is canceled or non-renewed by either us or by **you**, we will provide an automatic, non-cancelable "extended reporting period" starting at the termination of the **policy period** if **you** have not obtained another policy of real estate agents professional liability insurance within sixty (60) days of the termination of this Policy. This automatic "extended reporting period" will terminate after sixty (60) days.

B. Optional "extended reporting period"

1. If this Policy is canceled or non-renewed by either us or by **you**, then the first of **you** named on the Declarations shall have the right to purchase an optional "extended reporting period". Such right must be exercised by **you** within sixty (60) days of the termination of the **policy period** by providing:
 - a. written notice to us; and
 - b. with the written notice, the applicable additional premium which will be calculated in accordance with the rates and rules in effect on the inception date of this Policy.
2. The first sixty (60) days of the optional "extended reporting period", if it is purchased, shall run concurrently with the automatic extended reporting period.

C. Death or Disability "extended reporting period"

1. If an **Insured** dies or becomes **totally and permanently disabled** during the **policy period**, then upon the latter of the expiration of: **the policy period**; any renewal or successive renewal of this policy; or any automatic or optional "extended reporting period" such **Insured** shall be provided with a death or disability "extended reporting period" as provided below.
 - a. In the event of death, such **Insured's** estate, heirs, executors or administrators must, within sixty (60) days of the expiration of the **policy period**, provide us with written proof of the date of death. This death or disability "extended reporting period" is provided to the estate, heirs, executors and administrators of such **Insured**.
 - b. If an **Insured** becomes totally and permanently disabled, such **Insured** or **Insured's** legal guardian must, within sixty (60) days of the expiration of the **policy period**, provide us with written proof that such **Insured** is **totally and permanently disabled**, including the date the disability commenced, certified by the **Insured's** physician. We retain the right to contest the certification made by the **Insured's** physician, and it is a condition precedent to this coverage that the **Insured** agree to submit to medical examinations by any physician designated by us at our expense.
 - c. This death or disability "extended reporting period" is provided until such **Insured** shall no longer be **totally or permanently disabled** or until the death of such **Insured**, in which case subparagraph a. hereof shall apply.



2. No additional premium will be charged for any death or disability "extended reporting period".
3. There is no right to exercise the death or disability "extended reporting period" if, prior to the **Insured's** death or disability, the **Insured's** license to perform **professional real estate services** has been revoked, suspended or surrendered at the request of any regulatory authority, or if the **Insured** is the subject of a disciplinary investigation or proceeding during the **policy period**.

D. Non-practicing "extended reporting period"

1. If a designated principal, partner, or owner of the **Named Insured** retires or otherwise voluntarily ceases, permanently and totally, performing **professional real estate services** during the **policy period** and has been continuously insured by us for at least five consecutive **policy periods**, then such **Insured** shall be provided with a non-practicing "extended reporting period" commencing upon the latter of the expiration of: the **policy period**; any renewal or successive renewal of this Policy; or any automatic or optional "extended reporting period".
2. This "extended reporting period" is provided until such **Insured** shall resume performing **professional real estate services** or until the death of such **Insured** in which case subparagraph C. 1. a. hereof shall apply.
3. We will issue a Non-practicing "extended reporting period" only if:
 - a. the **Named Insured** requests, in writing from us, an endorsement providing such non-practicing "extended reporting period": no more than sixty (60) days after the date of retirement or sixty (60) days after the end of the **policy period**, whichever is earlier. Such request must include a written confirmation of retirement of such designated principal, partner, or owner of the **Named Insured**; and
 - b. the **Named Insured** has paid all premium and deductibles due for this policy at the time the designated principal, partner or owner requests a non-practicing "extended reporting period" endorsement.
4. No additional premium will be charged for any non-practicing "extended reporting period".
5. There shall be no right to the non-practicing "extended reporting period" if the **Insured's** license to practice **professional real estate services** has been revoked, suspended or surrendered at the request of any regulatory authority, or if the **Insured** is the subject of a disciplinary investigation or proceeding during the **policy period**.

E. "Extended reporting periods" limits of liability

Our limit of liability for all **claims** reported during any extended **reporting period** shall be part of and not in addition to the limits of liability for the policy period as set forth in the Declarations and Section III. LIMITS OF LIABILITY/DEDUCTIBLE of this Policy.

F. Elimination of right to any "extended reporting period"

There is no right to any "extended reporting period" if we shall cancel or refuse to renew this Policy due to:

1. non-payment of any premium or deductibles due under this Policy; or
2. non-compliance by the **Insured** with any of the terms and conditions of this Policy; or
3. any misrepresentation or omission in the application for this Policy.



G. "Extended reporting period" not a new Policy

It is understood and agreed that the "extended reporting period" shall not be construed to be a new Policy and any **claim** submitted during such period shall otherwise be governed by this Policy.

IX. HEADINGS

The descriptions in the headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

IN WITNESS WHEREOF, we have caused this Policy to be executed by our Chairperson and Secretary, but this Policy shall not be binding upon us unless completed by the attachment of the Declarations and executed by our duly authorized representative.

Chairperson

Secretary

TASK ORDER APPROVAL FORM

CONTRACT #: C17-2567-BCC

TASK ORDER #: 7

TASK ORDER AMOUNT: \$250.00

**Contract # C17-2567-BCC
REALTY HOUSE COMMERCIAL PROPERTY, INC.
REAL ESTATE LEASING BROKER SERVICES
EXPIRES: 05/15/2019 W/4 1 YR RENEWALS**

OFFERED BY CONSULTANT:

Realty House Commercial Property, Inc.

FIRM'S NAME

Mark Bethea

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Treasurer

TITLE

DATE

RECOMMENDED FOR APPROVAL (Department Director)



JASON AUTREY

PUBLIC WORKS DIRECTOR

TITLE

3/22/18

DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

- \$50,000 or less approved by Purchasing Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.



PURCHASING DIRECTOR

3/22/18

DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

Revised November 3, 2017

DATE

AUTHORIZED REPRESENTATIVES

The representatives designated below are authorized to act with respect to this Task Order. Communication between parties shall be through the authorized representative.

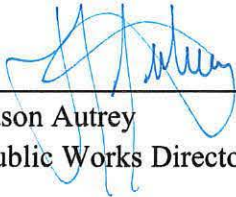
COUNTY

Zan Fedorak
Okaloosa County Public Works
1759 South Ferdon Blvd.
Crestview, FL 32536
850-423-4897
zfedorak@co.okaloosa.fl.us

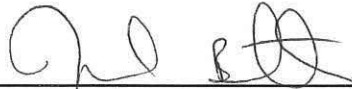
CONTRACTOR

Mark Bethea
Realty House Commercial Property, Inc.
11 Racetrack Road, NE Suite H-1
Fort Walton Beach, FL 32547
850-244-9117
markb@realtyhouse.com

For Okaloosa County Public Works For Realty House Commercial Property, Inc.



Jason Autrey
Public Works Director



Mark Bethea

Okaloosa County Real Estate Leasing Broker Services
C17-2567-BCC
Task Order 7

This Task Order is issued pursuant to the Contract for Broker Services dated May 16, 2017, between Okaloosa County, Florida and Realty House Commercial Property, Inc., which is incorporated herein by this reference, with respect to:

Scope for Basic Services

Purpose

To authorize and direct Contractor (Realty House Commercial Property, Inc.) to proceed with County owned property evaluations. The activities included are described in the "Scope of Services" section below.

Scope of Services

The Contractor agrees to provide an evaluation of County property for best use, determine market value, and make recommendations to the County based on the evaluation.

Description/Location of Property

The properties to be evaluated are the North County Public Works facilities, yard, and adjacent property. Property address is 1759 S. Ferdon Blvd., Crestview. Parcels are identified as: 20-3N-23-0000-0135-0000 & 20-3N-0000-0132-0000. See attached aerial.

Compensation

As compensation for providing the services within this Task Order, the County shall pay the Contractor in accordance with Section 3 of the May 16, 2017 contract.

(This area intentionally left blank.)

TASK ORDER APPROVAL FORM

Contract # C17-2567-BCC
REALTY HOUSE COMMERCIAL PROPERTY, INC.
REAL ESTATE LEASING BROKER SERVICES
EXPIRES: 05/15/2019 W/4 1 YR RENEWALS

CONTRACT #: C17-2567-BCC

TASK ORDER #: 6

TASK ORDER AMOUNT: \$250.00


OFFERED BY CONSULTANT:

Realty House Commercial Property, Inc.

FIRM'S NAME

Mark Belthea

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

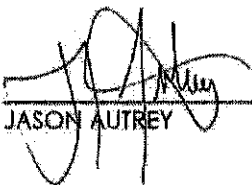
Accountant

TITLE

2-13-18

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**



JASON AUTREY

PUBLIC WORKS DIRECTOR

TITLE

2/13/18

DATE

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$50,000 or less approved by Purchasing Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.



PURCHASING DIRECTOR

2/13/18

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

Revised November 3, 2017

CHAIRMAN (if applicable)

DATE

**Okaloosa County Real Estate Leasing Broker Services
C17-2567-BCC
Task Order 6**

This Task Order is issued pursuant to the Contract for Broker Services dated May 16, 2017, between Okaloosa County, Florida and Realty House Commercial Property, Inc., which is incorporated herein by this reference, with respect to:

Scope for Basic Service

Purpose

To authorize and direct Contractor (Realty House Commercial Property, Inc.) to proceed with County owned property evaluations. The activities included are described in the "Scope of Services" section below.

Scope of Services

The Contractor agrees to provide an evaluation of County property for best use, determine market value, and make recommendations to the County based on the evaluation. The property to be evaluated is shown on the attached aerials/sketches labeled Exhibits A, B, & C.

Description/Location of Property

The property was formerly FDOT right-of-way which is now owned by the County. It is a triangular piece of property within the intersections of Beal Pkwy, Green Acres Road, and North Beal Extension. The parcel shares the west boundary with parcels 34-1S-24-0000-0096-0000 & 34-1S-24-0000-0093-0000.

Compensation

As compensation for providing the services within this Task Order, the County shall pay the Contractor in accordance with Section 3 of the May 16, 2017 contract.

(This area intentionally left blank.)

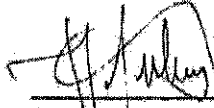
AUTHORIZED REPRESENTATIVES

The representatives designated below are authorized to act with respect to this Task Order. Communication between parties shall be through the authorized representative.

COUNTY

Zan Fedorak
Okaloosa County Public Works
1759 South Ferdon Blvd.
Crestview, FL 32536
850-423-4897
zfedorak@co.okaloosa.fl.us

For Okaloosa County Public Works




Jason Autrey
Public Works Director

CONTRACTOR

Mark Bethea
Realty House Commercial Property, Inc.
11 Racetrack Road, NE Suite H-1
Fort Walton Beach, FL 32547
850-244-9117
markb@realtyhouse.com

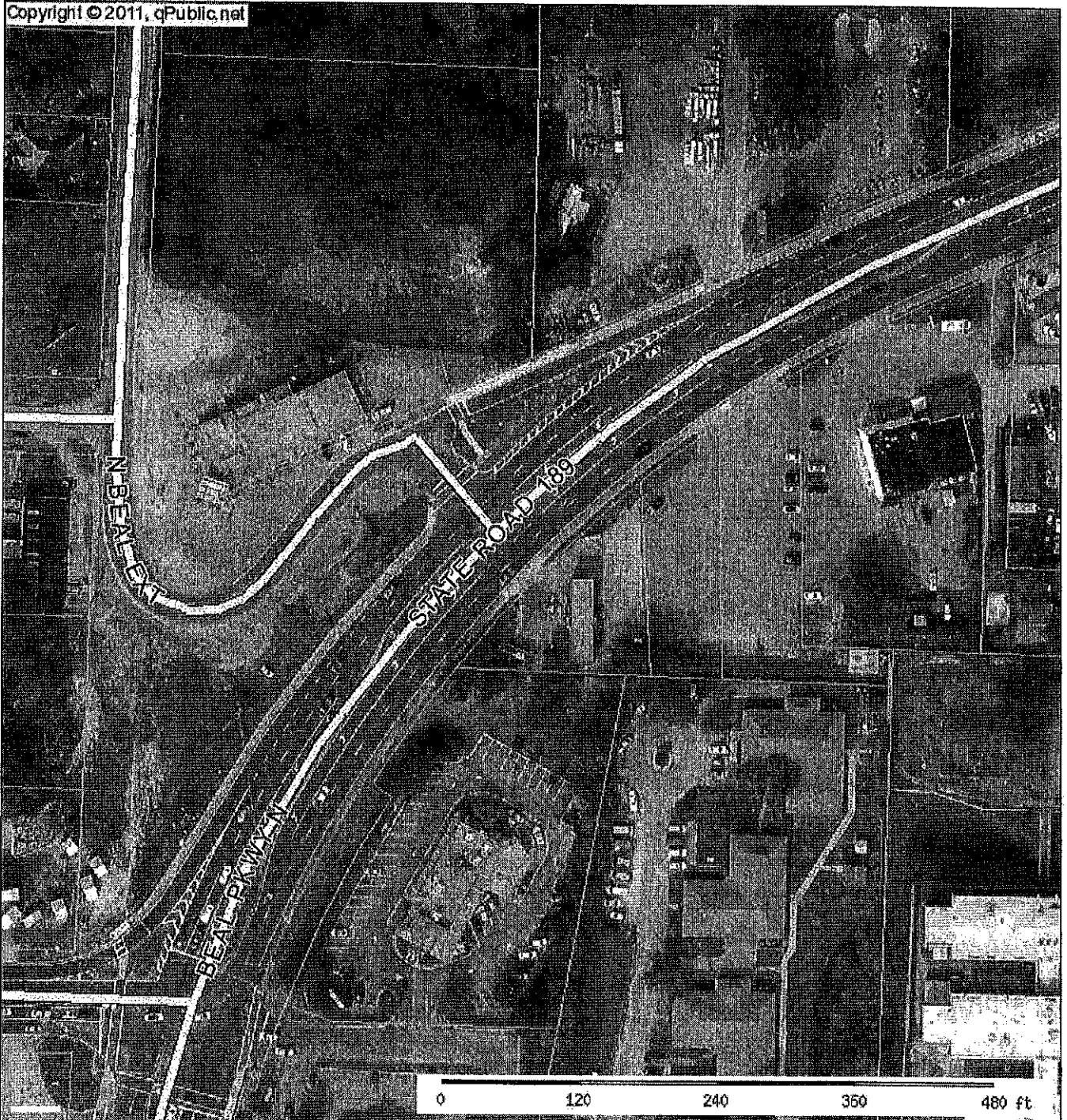
For Realty House Commercial Property, Inc.



Mark Bethea

EXHIBIT A

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Okaloosa County Appraiser

Parcel: undefined Acres:

Name:

Site:

Sale:

Mail:

Land Value:

Building Value:

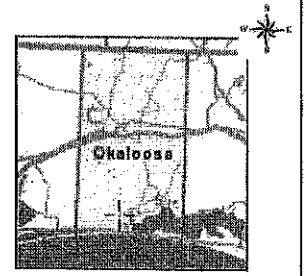
Misc Value:

Just Value:

Assessed Value

Exempt Value

Taxable Value



Okaloosa County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

Date printed: 02/08/18 : 15:25:54

EXHIBIT B

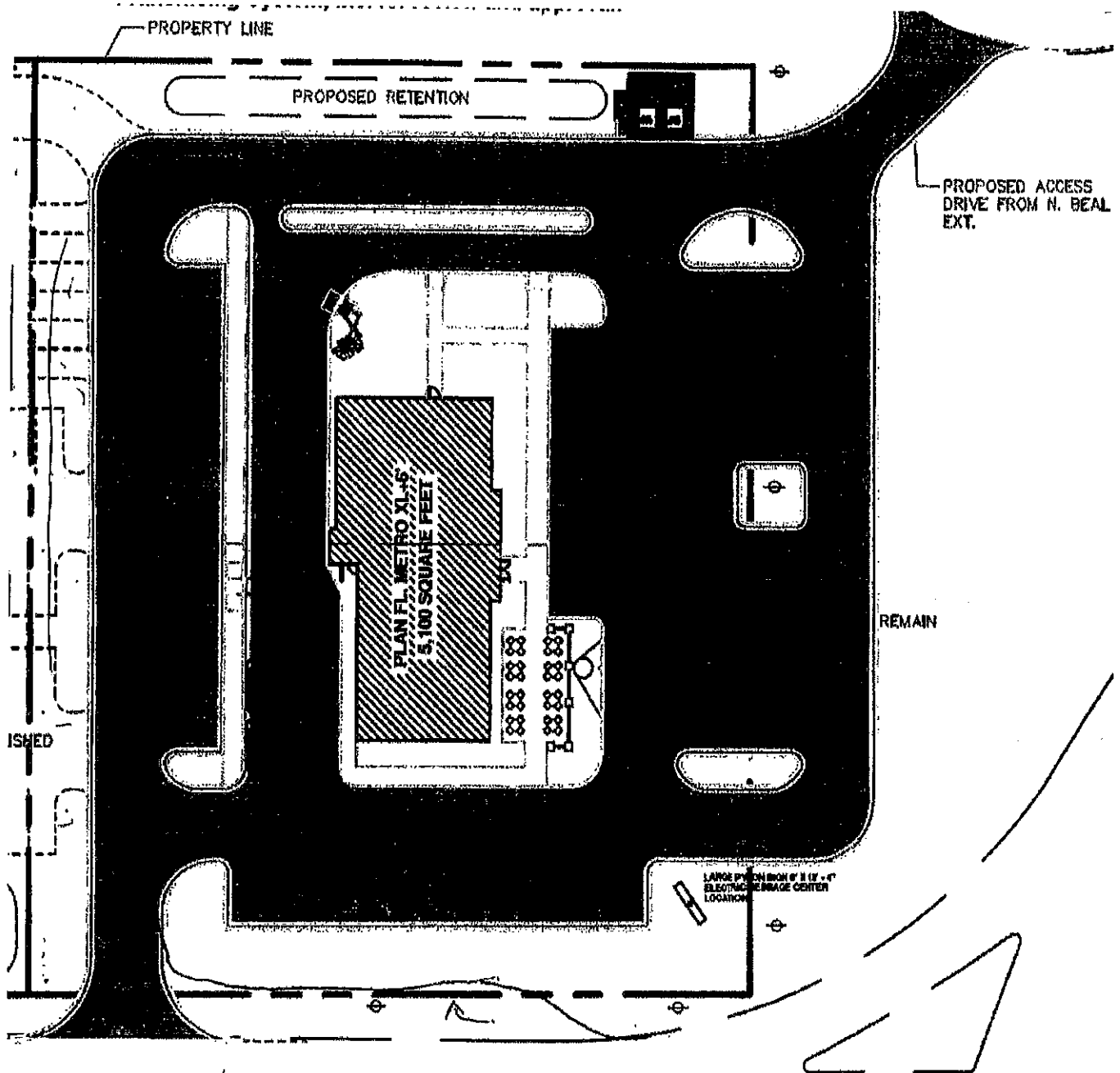
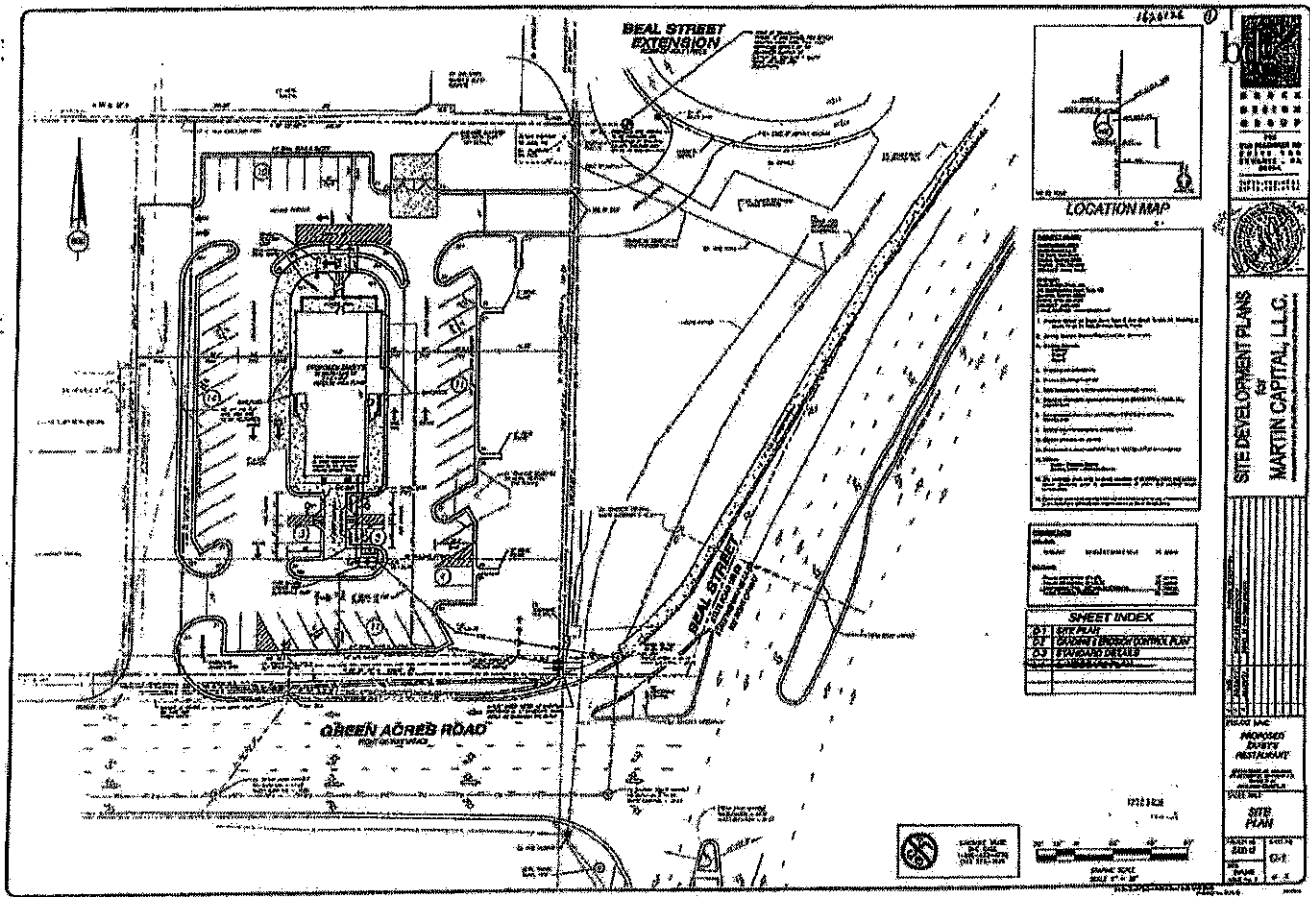


EXHIBIT C



LEGEND

- PROPOSED DRIVEWAY
- PROPOSED SIDEWALK
- PROPOSED LANDSCAPING
- PROPOSED UTILITY LINES
- PROPOSED EXISTING UTILITY LINES

LOCATION MAP

SHEET INDEX

01	SITE PLAN
02	CONCRETE FOUNDATION PLAN
03	LANDSCAPE DETAILS

PROPOSED DINING RESTAURANT

SITE PLAN

DATE: 1/12/2022

SCALE: 1" = 40'

MARTIN CAPITAL, L.L.C.

TASK ORDER APPROVAL FORM

CONTRACT #: C17-2567-BCC

TASK ORDER #: 5

TASK ORDER AMOUNT: % of lease amount as outlined in contract

**Contract # C17-2567-BCC
REALTY HOUSE COMMERCIAL PROPERTY, INC.
REAL ESTATE LEASING BROKER SERVICES
EXPIRES: 05/15/2019 W/4 1 YR RENEWALS**

OFFERED BY CONSULTANT:

Realty House Commercial Property Inc.

FIRM'S NAME

Mark Bethea

REPRESENTATIVE'S PRINTED NAME



SIGNATURE



TITLE

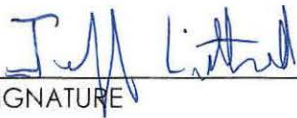
11-15-17

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$50,000 or less approved by Purchasing Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.



SIGNATURE

Director

TITLE

11/15/2017

DATE



PURCHASING DIRECTOR



DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE

Okaloosa County Real Estate Leasing Broker Services

C17-2567-BCC

Task Order 5

This Task Order is issued pursuant to the Contract for Broker Services dated May 16, 2017, between Okaloosa County, Florida and Realty House Commercial Property, Inc., which is incorporated herein by this reference, with respect to

Scope for Basic Service For Real Estate Leasing Broker Services

PURPOSE

To authorize and direct Contractor (Realty House Commercial Property, Inc.) to proceed with the marketing, advertising and subsequent leasing of office space located in the Okaloosa County Water & Sewer administration building. The activities included are described in the "Scope of Service" section.

SCOPE OF SERVICE

The Contractor (Realty House Commercial Property, Inc.) agrees to provide all services needed to market, advertise and subsequently lease office space located within the Okaloosa County Water & Sewer Administration Building located at 1804 Lewis Turner Blvd., Fort Walton Beach, FL 32547. This Task Order number 5 will only relate to the space located on the first floor east side of the property referred to above. Service provided will include:

- A. Marketing and Advertising the space through all industry standard means.
- B. Presentation of the space to prospective lessees.
- C. Negotiating with lessee's to obtain a fair and equitable lease for both parties.
- D. Compensation for services is outlined below.

COMPENSATION

As compensation for providing the services within this Task Order, County shall pay Realty House Commercial Property, Inc. in accordance with Section III of the May 16, 2017 contract. Once the property is leased the contractor can be paid a fee of five percent (5%) of the lease per month or five percent (5%) of the gross value of the lease. The fee for ten (10) year leases or longer will be two percent (2%) after the lease reaches that ten (10) year mark. The county will pay the contractor on a monthly basis after the monthly rent from the tenant has been paid. If the county does not receive any rents for the month, then the contractor will not be paid either.

AUTHORIZED REPRESENTATIVES

The authorized representatives designated below are authorized to act with respect to this task order. Communications between the parties shall be through the authorized representative.

FOR COUNTY

Jerry Menze
OCWS Finance
1804 Lewis Turner Blvd. Suite 300
Fort Walton Beach, FL 35247
850-651-7143
gmenze@co.okaloosa.fl.us

FOR CONTRACTOR

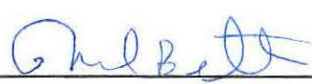
Realty House Commercial Property, Inc.
Mark Bethea
11 Racetrack Rd., NE Suite H-1
Fort Walton Beach, FL 35247
850-244-9117
markb@realtyhouse.com

For Okaloosa County Water & Sewer

For Realty House Commercial Property, Inc.



Jeff Littrell - Director



Mark Bethea

TASK ORDER APPROVAL FORM

CONTRACT #: C17-2567-BCC

TASK ORDER #: 4

TASK ORDER AMOUNT: \$250.00

OFFERED BY CONSULTANT:

Realty House Commercial Property, Inc.

FIRM'S NAME

Mark Bethea

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

treasurer

TITLE

10-15-17

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**



JASON AUTREY

PUBLIC WORKS DIRECTOR

10/18/17

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Director
- Between \$25,001 and \$50,000 approved by Purchasing Director and County Administrator
- In excess of \$50,000 approved by the Board.



GREG KISELA, PURCHASING DIRECTOR

10/30/17

DATE

CHAIRMAN (if applicable)

DATE

Okaloosa County Real Estate Leasing Broker Services
C17-2567-BCC
Task Order 4

This Task Order is issued pursuant to the Contract for Broker Services dated May 16, 2017, between Okaloosa County, Florida and Realty House Commercial Property, Inc., which is incorporated herein by this reference, with respect to:

Scope for Basic Service

Purpose

To authorize and direct Contractor (Realty House Commercial Property, Inc.) to proceed with County owned property evaluations. The activities included are described in the "Scope of Services" section below.

Scope of Services

The Contractor agrees to provide an evaluation of County property for best use, determine market value, and make recommendations to the County based on the evaluation. The property to be evaluated is shown on the attached aerials labeled "Exhibit A".

Description/Location of Property

The northern portion of the property shown on "Exhibit A" is an existing structure at 1053 John Sims Parkway, Niceville, Florida. The southern portion of the property is a ground lease that has an existing structure at 401 McEwen Drive, Niceville, Florida. The parcel identification number is 08-1S-22-0000-0118-0000. The total acreage of the parcel is approximately 7.68 acres.

Existing leases can be provided for reference.

Compensation

As compensation for providing the services within this Task Order, the County shall pay the Contractor in accordance with Section 3 of the May 16, 2017 contract.

(This area intentionally left blank.)

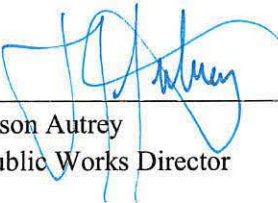
AUTHORIZED REPRESENTATIVES

The representatives designated below are authorized to act with respect to this Task Order. Communication between parties shall be through the authorized representative.

COUNTY

Zan Fedorak
Okaloosa County Public Works
1759 South Ferdon Blvd.
Crestview, FL 32536
850-423-4897
zfedorak@co.okaloosa.fl.us

For Okaloosa County Public Works



Jason Autrey
Public Works Director

CONTRACTOR

Mark Bethea
Realty House Commercial Property, Inc.
11 Racetrack Road, NE Suite H-1
Fort Walton Beach, FL 32547
850-244-9117
markb@realtyhouse.com

For Realty House Commercial Property, Inc.



Mark Bethea

TASK ORDER APPROVAL FORM

CONTRACT #: C17-2567-BCC

TASK ORDER #: 3

TASK ORDER AMOUNT: \$250.00

Contract # C17-2567-BCC
REALTY HOUSE COMMERCIAL PROPERTY, INC.
REAL ESTATE LEASING BROKER SERVICES
EXPIRES: 05-15-2019 W/4 1 YR RENEWALS

OFFERED BY CONSULTANT:

Realty House Commercial Property, Inc.

FIRM'S NAME

Mark Bethea

REPRESENTATIVE'S PRINTED NAME

Mark Bethea

SIGNATURE

treasurer

TITLE

7-26-2017

DATE

RECOMMENDED FOR APPROVAL (Department Director)

Jason Autrey

JASON AUTREY

PUBLIC WORKS DIRECTOR

7/30/17

DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Director
- Between \$25,001 and \$50,000 approved by Purchasing Director and County Administrator
- In excess of \$50,000 approved by the Board.

[Signature]

PURCHASING DIRECTOR

7/31/17

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

**Okaloosa County Real Estate Leasing Broker Services
C17-2567-BCC
Task Order 3**

Task Order 3 is issued pursuant to the Contract for Broker Services dated May 16, 2017, between Okaloosa County, Florida and Realty House Commercial Property, Inc., which is incorporated herein by this reference, with respect to:

Scope for Basic Service

Purpose

To authorize and direct Contractor (Realty House Commercial Property, Inc.) to proceed with County property evaluations which are located adjacent to the Bob Sikes Airport. The activities included are described in the "Scope of Services" section below.

Scope of Services

The Contractor agrees to provide an evaluation of County property for best use, determine market value, and make recommendations to the County based on the evaluation. The properties to be evaluated are shown on the attached sketch labeled "Exhibit A".

Compensation

As compensation for providing the services within this Task Order, the County shall pay the Contractor in accordance with Section 3 of the May 16, 2017 contract. Total cost of the Task Order will be \$250.

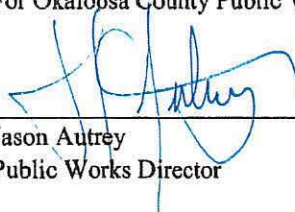
AUTHORIZED REPRESENTATIVES

The representatives designated below are authorized to act with respect to this Task Order. Communication between parties shall be through the authorized representative.

COUNTY

Zan Fedorak
Okaloosa County Public Works
1759 South Ferdon Blvd.
Crestview, FL 32536
850-423-4897
zfedorak@co.okaloosa.fl.us

For Okaloosa County Public Works



Jason Autrey
Public Works Director

CONTRACTOR

Mark Bethea
Realty House Commercial Property, Inc.
11 Racetrack Road, NE Suite H-1
Fort Walton Beach, FL 32547
850-244-9117
markb@realtyhouse.com

For Realty House Commercial Property, Inc.



Mark Bethea

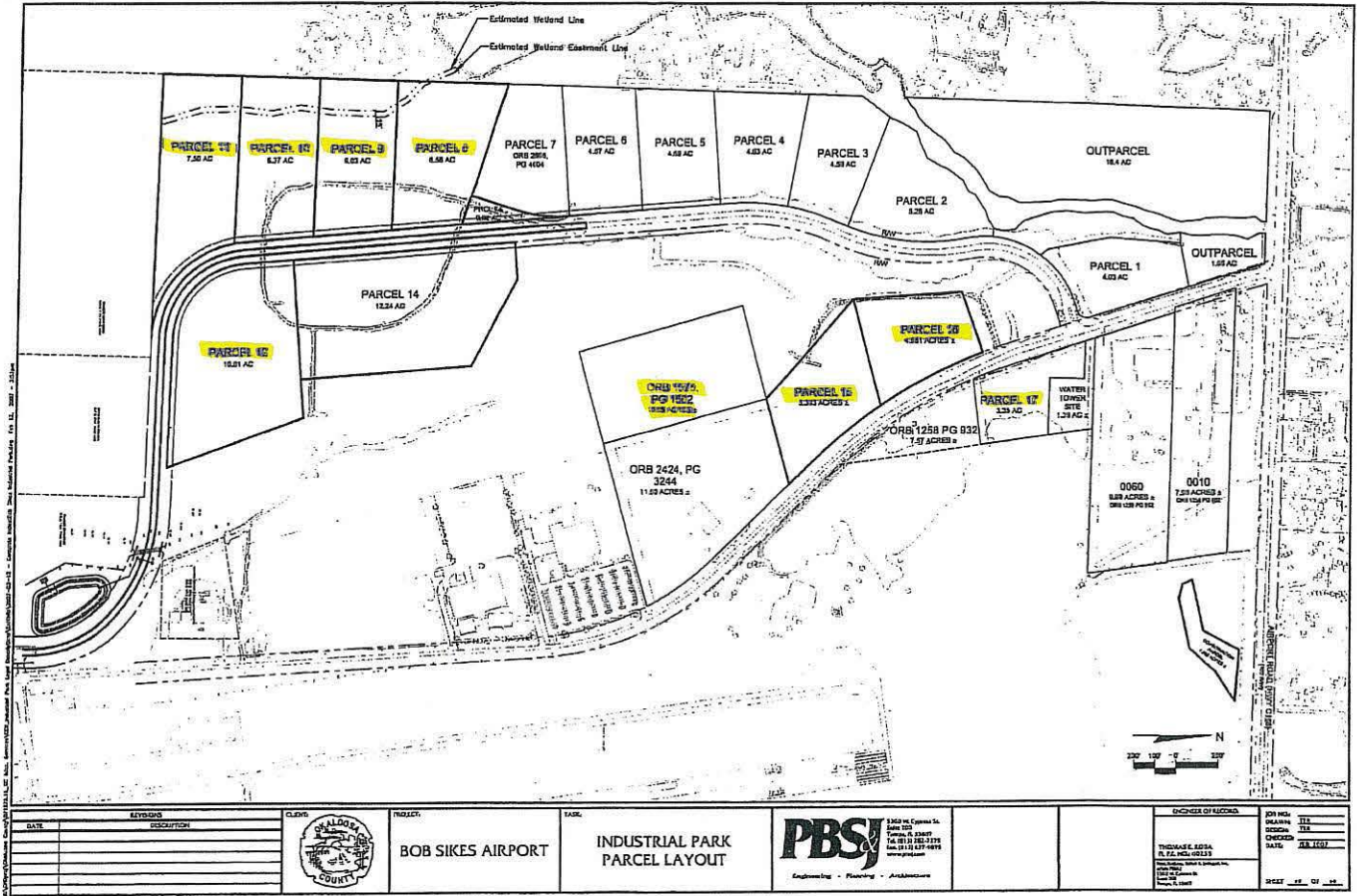


Exhibit A

TASK ORDER APPROVAL FORM

CONTRACT #: C17-2567-BCC

TASK ORDER #: 2

TASK ORDER AMOUNT: \$250.00

Contract # C17-2567-BCC

REALTY HOUSE COMMERCIAL PROPERTY, INC.

REAL ESTATE LEASING BROKER SERVICES

EXPIRES: 05/15-2019 W/4 1 YR RENEWALS

OFFERED BY CONSULTANT:

Realty House Commercial Property Inc.

FIRM'S NAME

Mark Bethes

REPRESENTATIVE'S PRINTED NAME

Mark Bethes

SIGNATURE

treasurer

TITLE

6/30/17

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

SIGNATURE

Jeff Mitchell

TITLE

Director

DATE

6/30/2017

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Director
- Between \$25,001 and \$50,000 approved by Purchasing Director and County Administrator
- In excess of \$50,000 approved by the Board.

PURCHASING DIRECTOR

[Signature]

DATE

7/31/17

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

Okaloosa County Real Estate Leasing Broker Services

C17-2567-BCC

Task Order 2

This Task Order is issued pursuant to the Contract for Broker Services dated May 16, 2017, Between Okaloosa County, Florida and Realty House Commercial Property, Inc., which is incorporated herein by this reference, with respect to

Scope for Basic Service For Real Estate Leasing Broker Services

PURPOSE

To authorize and direct Contractor (Realty House Commercial Property, Inc.) to proceed with a property evaluation for leasing purposes for Okaloosa County (County). The activities included are described in the "Scope of Service" section.

SCOPE OF SERVICE

The Contractor (Realty House Commercial Property, Inc.) agrees to provide an evaluation for leasing of office space located within the Okaloosa County Water & Sewer Administration Building located at 1804 Lewis Turner Blvd., Fort Walton Beach, FL 32547. This evaluation should include recommendations and requirements needed to put these spaces into a rental ready state, as well as a projected rental rate for the spaces.

COMPENSATION

As compensation for providing the services within this Task Order, County shall pay Realty House Commercial Property, Inc. in accordance with Section 3 of the May 17, 2017 contract. The total cost of the evaluation will be \$250.00.

AUTHORIZED REPRESENTATIVES

The authorized representatives designated below are authorized to act with respect to this task order. Communications between the parties shall be through the authorized representative.

FOR COUNTY

Jerry Menze
OCWS Finance
1804 Lewis Turner Blvd. Suite 300
Fort Walton Beach, FL 35247
850-651-7143
gmenze@co.okaloosa.fl.us

FOR CONTRACTOR

Realty House Commercial Property, Inc.
Mark Bethea
11 Racetrack Rd., NE Suite H-1
Fort Walton Beach, FL 35247
850-244-9117
markb@realtyhouse.com

For Okaloosa County Water & Sewer



Jeff Littrell – Director



Mark Bethea

TASK ORDER APPROVAL FORM

Contract # C17-2567-BCC
REALTY HOUSE COMMERCIAL PROPERTY, INC.
REAL ESTATE LEASING BROKER SERVICES
EXPIRES: 05/15/2019 W/4 1 YR RENEWALS

CONTRACT #: C17-2567-BCC

TASK ORDER #: 1

TASK ORDER AMOUNT: \$ 250.00

OFFERED BY CONSULTANT:

Realty House Commercial Property, Inc.

FIRM'S NAME

Mark Bethea

REPRESENTATIVE'S PRINTED NAME

Mark Bethea

SIGNATURE

Treasurer

TITLE

5-24-2017

DATE

**RECOMMENDED FOR APPROVAL
(Department Director)**

[Signature]

SIGNATURE

Purchasing Director

TITLE

5/31/17

DATE

**APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Director
- Between \$25,001 and \$50,000 approved by Purchasing Director and County Administrator
- In excess of \$50,000 approved by the Board.

[Signature]

PURCHASING DIRECTOR

5/31/17

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

Okaloosa County Real Estate Leasing Broker Services

C17-2567-BCC

Task Order 1

This Task Order is issued pursuant to the Contract for Broker Services dated May 16, 2017, between Okaloosa County, Florida and Realty House Commercial Property, Inc., which is incorporated herein by this reference, with respect to

Scope of Basic Service

For

Real Estate Leasing Broker Services

PURPOSE

The purpose of this Task Order is to authorize and direct Contractor (Realty House Commercial Property, Inc.) to proceed with the market analysis for the Board of County Commissioners. (County). The activities that are included are included are described in "Scope of Service".

SCOPE OF SERVICE

The Contractor (Realty House Commercial Property, Inc.) agrees to provide a market analysis for purchase of the following parcel numbers: 17-3N-23-2490-0067-0010 and 17-3N-23-2490-0067-0050. The market analysis will only value the parcels and not put any consideration for the building improvements.

COMPENSATION PROVISIONS

As compensation for providing the services described within the Task Order, County shall pay Contractor in accordance with Section 3 of the May 17, 2017 Contract. The total cost of the market analysis will be \$250.00.

AUTHORIZED REPRESENTATIVES

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representative:

FOR COUNTY:

Greg Kisela

gkisela@co.okaloosa.fl.us

5479A Old Bethel Rd.

Crestview, FL 32536

850-689-5960

FOR CONTRACTOR:

Realty House Commercial Properties, Inc.
Mark Bethea

markb@realtyhouse.com

11 Racetrack Rd., NE Suite H-1

Fort Walton Beach, FL 32547

850-664-6622

Greg Kisela

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Mark Bethea

REPRESENTATIVE PRINTED NAME



SIGNATURE

Username

[Forgot Username?](#)

Password

[Forgot Password?](#)

[Log In](#)
[Create an Account](#)

Search Results

Current Search Terms: realty* house* commercial* property* inc.*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To [print your complete search results, you can download the PDF and print it.](#)

No records found for current search.

Glossary

- [Search Results](#)
- [Entity](#)
- [Exclusion](#)
- [Search Filters](#)
- [By Record Status](#)
- [By Record Type](#)



- [Search Records](#)
- [Data Access](#)
- [Check Status](#)
- [About](#)
- [Help](#)
- [Disclaimers](#)
- [Accessibility](#)
- [Privacy Policy](#)
- [FAPIS.gov](#)
- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)

IBM v1.P.64.20170330-1550
 WWW1

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: T30 Tracking Number: 2365-17
Contractor/Lessee Name: Realty House Commercial Property Grant Funded: YES NO
Purpose: Real Estate Broker Services Contract
Date/Term: 90 days w/ 4 yr renewals 1. GREATER THAN \$50,000
Amount: ? 2. GREATER THAN \$25,000
Department: BCC 3. \$25,000 OR LESS
Dept. Monitor Name: Hofstad
Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:
[Signature] Date: 4-13-17
Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Risk Management Review

Approved as written:
[Signature] Date: 4-17-17
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 4-17-17
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, April 17, 2017 3:25 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Realty House contract for RFP BCC 02-17

This is approved for legal purposes.

Have a good day!
Kerry

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Monday, April 17, 2017 4:18 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: Realty House contract for RFP BCC 02-17

Here you go! I have to work on the other one. I will get it to you by this afternoon or tomorrow morning.

Thanks,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@co.okaloosa.fl.us

"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."

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

NOTICE OF AWARD

TO: REALTY HOUSE COMMERCIAL PROPERTIES, INC.
11 RACETRACK RD, N.E., SUITE H-1
FORT WALTON BEACH, FL 32547

PROJECT: Real Estate Leasing Broker Services

DESCRIPTION: RFP BCC 02-17

The **OWNER** has considered the bid submitted by you for the above-described WORK in response to its Advertisement.

This Notice of Award is a tentative award of contract and is not final until the Okaloosa County Board of County Commissioners approve final award.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**: Okaloosa County Purchasing, ATTN: DeRita Mason, 5479A Old Bethel Road, Crestview, FL 32536. If you have any questions, please call DeRita Mason at 850-689-5960.

Dated this 18th day of April, 2017

OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS


BY:  TITLE Purchasing Director
Greg Kisela

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: Realty House Commercial Properties, Inc.

This the 7th day of April, 2017.

BY: 

Title: Treasurer



Declarations

Agency	Branch	Prefix	Policy Number
078990	969	RFB	59229845617

Insurance is provided by
Continental Casualty Company
333 S Wabash Ave Chicago, IL 60604,
A Stock Insurance Company.

1. NAMED INSURED AND MAILING ADDRESS:

Realty House Commercial Properties Inc.
11 Racetrack Road NE
Suite H-1
Ft Walton Beach, FL 32547

NOTICE TO POLICYHOLDERS:
The Errors and Omissions Liability coverage
afforded by this policy is on a Claims Made
basis. Please review the policy carefully
and discuss this coverage with your
insurance agent or broker.

2. POLICY PERIOD: Inception: 02/17/2017 Expiration: 02/17/2018
at 12:01 A.M. Standard Time at the address shown above.

3. ERRORS AND OMISSIONS LIABILITY:

- A. Limits of Liability: Each Claim: \$1,000,000 Aggregate: \$1,000,000
- B. Discrimination Limits of Liability: \$250,000
- C. Deductible: Each Claim: \$10,000
- D. First Coverage Date: 02/17/2015
- E. Prior Acts Date: 02/17/2015

Countersigned by Authorized Representative



Landrum Staffing
Landrum Consulting
Landrum Administrative

6723 Plantation Road
Pensacola, Florida 32504
Main 850-476-5100
Toll Free 800-888-0472
Fax 850-478-4088
LandrumCompanies.com

January 3, 2017

**TO CUSTOMERS OF: Realty House Commercial Properties, Inc.
11 Racetrack Road, NE, Suite H1
Fort Walton Beach, Florida 32547**

Effective January 1, 2011, **Landrum Human Resource Companies, Inc., and all affiliates**, will be self-insured for Workers' Compensation in the State of Florida. All employees of Landrum client companies will continue to be subject to statutory benefits provided by the State of Florida Workers' Compensation statutes. The self-insured retention limit as required by the Division of Worker's Compensation is \$500,000 per occurrence. This certificate expires 1/1/18.

The attached Certificate of Self-Insurance, issued by the Division of Workers' Compensation, will be provided, upon request, to all interested parties, and clients of Landrum and their clients and vendors. This document serves as notice of Workers' Compensation coverage for **CO-EMPLOYEES of Landrum Human Resource Companies, Inc., and Realty House Commercial Properties, Inc.** The Division of Workers' Compensation does not allow for any additional entries or modifications to the Certificate of Self-Insurance, as Landrum Human Resource Companies, Inc. is the sole legal entity granted authorization to self-insure for Workers' Compensation. Consequently, Landrum is not permitted to add Landrum clients, or designate Certificate holders on the document.

The document does not contain expiration dates, as certification is effective until cancelled or rescinded. Certification of Self-Insurance **is not an insurance contract**, and does not reflect policy period designation. As required by the Division of Workers' Compensation, Excess coverage is provided by insurance contract, and is currently underwritten by **Liberty Mutual Insurance Company**.

Please be advised that **CO-EMPLOYEES of LANDRUM HUMAN RESOURCE COMPANIES, Inc. and Realty House Commercial Properties, Inc.** are covered by this Certification, and benefits provided as required. If you have questions or concerns regarding this Certification of Self-Insurance, please contact me at 850-266-6153.

Sincerely,

Jo-Anne Audette-Arruda, MPH, ARM
Director of Risk Management, Landrum HRLandrum HR





State Farm Mutual Automobile Insurance Company

3 Ravinia Drive
Atlanta GA 30346-2117

90813-1-B MATCH 00123 MUTL VOL L

DECLARATIONS PAGE

PAGE 1 OF 2

NAMED INSURED 00123 59-7214-1 B A

000123 0058
REALTY HOUSE COMMERCIAL
PROPERTIES INC
11 RACETRACK RD NE STE H1
FT WALTON BCH FL 32547-1879

POLICY NUMBER 004 6615-F04-59H
POLICY PERIOD OCT 17 2016 to JUN 04 2017
12:01 A.M. Standard Time



AGENT
COURTNEY SIMPSON INS AGCY INC
119 PERRY AVE SE
FT WALTON BCH, FL 32548-5552

PHONE: (850)863-9212

888-301-0110
P-1-15

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID NUMBER	PLATE
2005	CHEVROLET	VENTURE	VAN	1GNDV23E76D100058	203F5000002

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
	Bodily Injury Limits Each Person Each Accident \$1,000,000 \$1,000,000 Property Damage Limit Each Accident	\$39.00
P10	No-Fault Coverage Emergency Medical Condition Limit - \$10,000 Each Person	\$69.90
D	Comprehensive Coverage - \$1,000 Deductible	\$29.89
H	Emergency Road Service Coverage	\$3.03
	Bodily Injury Limits Each Person Each Accident \$500,000 \$500,000 Additional Use of Non-Owned Autos Coverage BIPD Liability	\$6.30
	Physical Damage	\$31.53

Total Premium for OCT 17 2016 to JUN 04 2017 \$361.92

3 Ravinia Drive
Atlanta, GA 30346-2117

DECLARATIONS PAGE

NAMED INSURED
AT3 59-7214-1 B A

006467 0066
REALTY HOUSE INC &
BETHEA, BASIL & SALLY &
REALTY HOUSE COMMERCIAL
PROPERTIES INC (RHCP)
11 RACETRACK RD NE STE H1
FT WALTON BCH FL 32547-1879

POLICY NUMBER E41 7395-A27-59
POLICY PERIOD JAN 27 2017 to JUL 27 2017
12:01 A.M. Standard Time

AGENT
COURTNEY SIMPSON INS AGCY INC
119 PERRY AVE SE
FT WALTON BCH, FL 32548-5552

PHONE: (850)863-9212

**DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.**

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE IDENTIFICATION NUMBER	CLASS
2004	MERCEDES	E320	STA WAG	WDBUH82J74X117407	20306000002

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
	Bodily Injury Limits	
	\$1,000,000 \$1,000,000	
	Each Accident	
P10	No-Fault Coverage	\$51.04
	Emergency Medical Condition Limit -	
	\$10,000	
	Each Person	
D	Comprehensive Coverage - \$1,000 Deductible	\$30.15
H	Emergency Road Service Coverage	\$3.60
	Bodily Injury Limits	
	\$500,000 \$500,000	

Total premium for JAN 27 2017 to JUL 27 2017 \$880.95

CERTIFICATE OF SELF-INSURANCE

Prepared by:

DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
BUREAU OF MONITORING AND AUDIT
200 EAST GAINES STREET
TALLAHASSEE, FL 32399-4224

NAME AS STATED ON APPLICATION
Landrum Human Resource Companies, Inc.

FED. EMP. IDENT. NUMBER WC NUMBER P.O.BOX NO (IF APPLICABLE)

59-3515204

EO1079264

STREET ADDRESS

6723 Plantation Road

CITY

Pensacola

STATE

Florida

LOCATION CODE

ZIP CODE

32504

DATE RECEIVED

EFFECTIVE DATE OF SELF-INSURANCE

01/01/2011

POLICY NUMBER

CARRIER CODE

8168

AGENCY

RECEIVING OFFICE

INDUSTRY NUMBER

NATURE OF BUSINESS

PEO

INSURED

OPERATES AS:

I-INDIVIDUAL

P-PARTNERSHIP

C-CORPORATION

X-OTHER

LEGAL OWNERS:

ADDITIONAL NAMED FLORIDA SELF-INSURERS/ADDITIONAL ADDRESSES

COMMENTS

Landrum Human Resource Companies, Inc. a Professional Employer Organization (PEO) is self-Insured for Workers' Compensation in the State of Florida.

**CONTRACT
FOR RFP BCC 02-17
WITH REALTY HOUSE COMMERCIAL PROPERTIES, INC.
REAL ESTATE LEASING BROKER SERVICES**

This Contract executed and entered into this 16 day of May, 2017, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address 1250 N. Eglin Parkway, Shalimar, FL 32579, and Realty House Commercial Properties, Inc., a corporation certified to conduct business in the state of Florida, whose address is 11 Racetrack Rd. NE, Fort Walton Beach, FL 32547 (hereinafter the "Contractor"), and states as follows:

WHEREAS, the County went out to procure real estate leasing broker services, via RFP BCC 02-17, to have professional services provided to evaluate County-owned property and facilities, for best use, determine the market value, make recommendations to the County based on the evaluation, and assist in the leasing of any County property, as requested by the County; and

WHEREAS, the Contractor responded to RFP BCC 02-17 to provide the real estate services; and

WHEREAS, the County now desires to enter into a Contract with Contractor to provide real estate leasing broker services.

NOW, THEREFORE, the parties agree as follows:

I. Incorporation of Documents

The following documents are incorporated herein by reference and are attached as Exhibit "A":

1. Request for Proposals & Respondent's Acknowledgement/Submittal, **RFB BCC 02-17, Real Estate Leasing Broker Services**, date of opening March 9, 2017 and any addendums thereto.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. All attachments stated above and this Contract are the entire Contract Documents between the parties.

II. Scope of Services

The Contractor will provide professional services to evaluate County-owned property and facilities, for best use, determine the market value, and make recommendations to the County based on their evaluation. Once the County makes the decision to lease these properties, the Contractor will be required to handle all aspects as it relates to all leasing process. These services can be, but are not limited to, advertising the properties, working with lessees, preparing leases, manage leased properties and handle all customary activities and services associated with the real estate transaction. Further detail of this scope is outlined in attached "Exhibit A".

The County will provide the contractor with the properties that will need to be evaluated and possibly advertised for lease. The County may obtain more properties in the future, therefore the contract will be as an indefinite quantity contract. Services are not guaranteed to be available on a continuous basis but rather on an as-needed, project-by-project basis during the term of the agreement.

III. Payment

The Contractor shall be paid for services in accordance with Exhibit A, attached hereto. The contractor will be paid upfront for the evaluation of the properties. They will be paid a flat fee of \$250.00 for each property evaluation. Once the property is leased, the contract can be paid a fee of five percent (5%) of the lease per month or the five percent (5%) of the gross value of the lease. The fee for ten (10) year leases or longer will be two percent (2%) after the lease reaches that ten (10) year mark. The County will pay the contractor on a monthly basis after the monthly rent from tenant has been paid. If the county doesn't not receive any rents for the month, then the contractor will not be paid either. The hourly rate for any additional real estate services will be \$130.00 per hour.

IV. Duration of Contract

The Contract will be valid when fully executed by both parties and continue for two (2) years from the date of execution. There will be a maximum of four (4) one (1) year renewals upon mutual written agreement by both parties.

The Contractor acknowledges that the County does not guarantee that it will request the Contractor's services on a continuous basis, but rather on an as-needed basis, project-by-project basis, during the term of the agreement.

V. Termination of the Contract

The County may terminate this Contract for cause, if it determines that the Contractor is not satisfactorily performing the requirements under this Contract, upon thirty (30) days written notice of the deficiency in writing. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. The Contractor shall have twenty (20) days to cure the deficiency. If the deficiency is not corrected within the time period provided, the County may either (1) immediately terminate the Contract, or (2) take whatever action is deemed appropriate by the County to correct the deficiency. In the event that the County chooses to take action and not terminate the Contract, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

This Contract may be terminated without cause by the County upon thirty (30) days written notice to Contractor. The County further reserves the right to unilaterally cancel this Contract for refusal of the Contractor to permit public access to all documents, papers, letters or other material subject

to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt by law.

If the County terminates the Agreement with or without cause, the County will notify the Contractor of such termination in writing, with instructions to the effective date of termination. The Contractor shall be paid only for work satisfactorily performed up to the point of termination for which costs can be substantiated.

VI. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

John Hofstad, County Administrator
1250 N. Eglin Pkwy, Suite 100
Shalimar, FL 32579
Phone: 850-651-7515
Email: jhofstad@co.okaloosa.fl.us

The authorized representative(s) for Contractor shall be:

Mark Bethea, Treasurer
11 Racetrack Rd. NE Suite H-1
Fort Walton Beach, FL 32547
Phone: 850-664-6622
Email: markb@realtyhouse.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@co.okaloosa.fl.us

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

VII. Governing Law, Venue and Adherence to the Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

Contract agrees that it shall adhere to all laws of the federal, state and local government as it pertains to the services being provided under this Contract. This includes, but is not limited to, adhering to all state and local laws pertaining to the procurement of county leases of real property.

VIII. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL, 32536 PHONE: (850) 689-5977, riskinfo@co.okaloosa.fl.us.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public contractor upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public contractor, upon the request from the public contractor's custodian of public records, in a format that is compatible with the information technology systems of the public contractor.

IX. Records Retention and Audits

Contractor shall maintain all records pertaining to this Contract for a period of three (3) years after completion of this Contract. The County shall have the right from time to time at its sole expense

to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

X. Assignment

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

XI. Entire Contract & Waivers

This Contract and Exhibit "A" as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

XII. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XIII. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

XIV. Third Party Beneficiaries

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

XV. Indemnification and Hold Harmless

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

XVI. Insurance

Contractor shall adhere to the insurance requirements as set forth in Exhibit "A", and made a part of the contract.

XVII. Licenses

Contractor, at its own expense, for the duration of this Contract shall maintain any and all necessary licenses for the services provided under this Contract. Licenses include but are not limited to any realtor and broker licenses.

XVIII. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of the Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The Contractor represents and warrants to the County that the execution and delivery of the Contract and the performance of the Contractor's obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

XIV. Taxes

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges for the performance of services under this Contract when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the day and year first written above.

REALTY HOUSE COMMERCIAL
PROPERTIES, INC.

Mark G. Bethes

Signature

Mark G. Bethes

Print Name

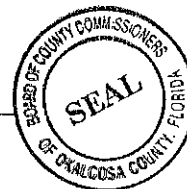
Date: 4 / 25 / 2017

OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel

Carolyn N. Ketchel, Chairman

Date: 16 May / 2017



ATTEST:

Sary J. Stanford
M.D. Peacock, II, Clerk



REALTY HOUSE COMMERCIAL PROPERTIES, INC.

11 Racetrack Road, N.E., Suite H-1
Fort Walton Beach, FL 32547
Telephone 850-244-9117 • Fax 850-664-6622
www.RealtyHouse.com

March 9, 2017

Mr. Greg Kisela
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

Dear Mr. Kisela,

Thank you for this opportunity to respond to the Request For Proposal regarding real estate leasing services for Okaloosa County. I hope you find the information in our proposal helpful in evaluating Realty House Commercial Properties, Inc.'s qualification to meet the requirements outlined in the RFP.

Realty House opened for business in Okaloosa County in 1970. The firm was founded by Basil Bethea Jr., who is still active in the family business today. Combined, our brokers have 180 years of real estate transaction and consulting experience with our "least experienced" agent having 30 years in the business.

We have handled lease transactions working with a number of governmental or quasi-governmental agencies to include the Corps of Engineers (D.C.M.A.); General Services Administration (Social Security Administration, D.C.A.A. and the Veterans Administration); The U.S. Government (Congressman Jeff Miller District Office); Florida Department of Education; Florida Dept. of State (Department of Children and Families and State Fire Marshall); State of Florida (Florida Unemployment Office); Okaloosa County Tourist Development Council; Workforce Development Board of Okaloosa County (4 locations for Career Source); Early Childhood Coalition; Private Industry Council; Okaloosa County Tax Collector; Okaloosa County Property Appraiser; and the University of West Florida.

In our proposal you will see a sampling of companies and individuals to whom we have leased properties in the past in the local area. Although it is important to know what we have accomplished, it is equally important to know what Realty House has done recently and the statistics speak for themselves. So far in 2017 (Jan 1, 2017 to March 7, 2017), according to the Emerald Coast Board of Realtors M.L.S., Realty House has leased 42.3% of the commercial properties in Okaloosa County. Two firms are tied for second place, having leased 11.5% of the properties each. When it comes to getting an owner's property leased, no one in Okaloosa County does it better than Realty House.



Individual Members

Your Professional Commercial-Investment Real Estate Source

Mr. Greg Kisela
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I will be our firm's primary contact regarding this proposal, and if you or your Evaluation Committee have any questions, please do not hesitate to call or email me. I can be reached by calling our office at 850-244-9117 or my cell phone at 850-585-6999 or by email at markb@realtyhouse.com.

Supporting me with this proposal if our firm is selected will be Maria Henriquez, Laura Stovall and Kevin Bethea.

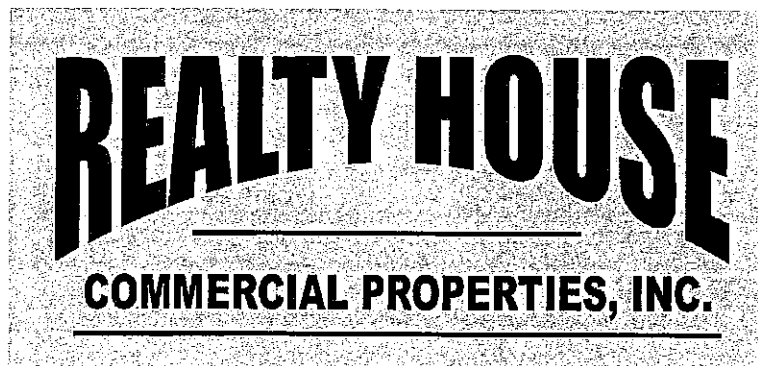
Sincerely,

A handwritten signature in black ink, appearing to read "Mark G. Bethea". The signature is fluid and cursive, with the first name "Mark" being the most prominent.

Mark G. Bethea, CCIM, CMD, GRI
Realty House Commercial Properties, Inc.

**REALTY HOUSE COMMERCIAL PROPERTIES, INC.
OFFERS YOU:**

- ◆ Experience – over 180 years combined
- ◆ Knowledge – 2 CCIM's in office
- ◆ Local and World Wide Marketing – MLS, Co-Star, Loopnet, CCIM Network, Florida Commercial Broker Network and More
- ◆ Specialized Knowledge – Exclusive Commercial & Investments
- ◆ The Leader in the Market
- ◆ Proven Track Record- over 45 years in business in Okaloosa County



REALTY HOUSE TEAM OF PROFESSIONALS

Basil Bethea Jr. – President

Mr. Bethea has been actively involved in sales and management of real estate in Okaloosa County for over forty-five years. Mr. Bethea advises commercial real estate users on the development and execution of occupancy strategies that are aligned with and support their business objectives and goals.

Mr. Bethea has led his clients through a variety of real estate assignments both in Okaloosa County and the surrounding area, including space acquisition and disposition, build-to-suits, ground leases, and the restructuring of leases. The hallmark of Mr. Bethea's success has been his commitment to his client relationships as a trusted advisor and his commitment to all aspects of their needs, whether large or small.

Mr. Bethea is a long time member of the International Council of Shopping Centers and the Florida Commercial Broker Network. In addition, he has held leadership positions as President of the Emerald Coast Association of Realtors, District Vice President for the Florida Association of Realtors and three years as Director of the National Association of Realtors. Basil has volunteered and served on the board of numerous charitable organizations to include the Boys and Girls Club of Okaloosa County, YMCA, United Way, Shalimar United Methodist Church, and has sponsored dozens of youth sports teams in the local area.

Mark Bethea, CCIM, CMD, CRI – Real Estate Broker

As an advocate and advisor for companies who lease and own real estate, Mark has worked for over 31 years to help business leadership translate business and investment strategy into real estate solutions. Having been involved in over 350 commercial lease transactions in Okaloosa County, Mark brings a wealth of knowledge and experience to enable high level business performance and, when executed, serve to differentiate smart companies from their competition.

A 1987 graduate of Baylor University with a Bachelor of Business degree and a concentration in Real Estate studies, Mark was prepared to earn the highly sought-after CCIM designation. Mark is also a member of the International Council of Shopping Centers (ICSC) and has earned the Certified Marketing Director (CMD) certification from ICSC.

Mark is an active member of Shalimar United Methodist Church, having served on the Building Committee, the Master Planning Committee, the Finance Committee, the Staff Parish Relations Committee and, for three years, as Chairperson of the Church Council. His passion within the church is working with youth, where he has served for eleven years as a volunteer youth worker.

Sally C. Bethea, GRI - Office Manager

Sally Bethea has been a licensed real estate agent in Florida since 1979. She earned her broker's license in 1981. Duties have included receptionist, bookkeeper, sales, and office management. Over the years, she has perfected her skills as an office manager, using these skills to establish efficient office policies and ensure all Realty House Commercial Properties, Inc. clients feel welcome. Currently she is Vice President of the company. She has served as secretary of the Fort Walton Beach Board of Realtors and is a member of the National Association of Realtors, the Emerald Coast Association of Realtors and the Florida Commercial Brokers Network. Sally is a graduate of the Realtors Institute, has taken several CCIM courses and Institute of Real Estate Management courses, and acquired the e-PRO Technology Certification in 2005. In the local community, Sally volunteered in the school system as a tutor for children with learning disabilities and with the Fort Walton Beach Meals on Wheels program. Sally has been a member of the American Business Women, Fort Walton Beach Junior Women's League and the Board of Trustees for Shalimar United Methodist Church, where she is still actively involved.

M. Kevin Bethea, CCIM – Broker/Associate

Active with Realty House Commercial Properties since 1987, Kevin has a proven track record of representing clients through strategic planning, site selection, implementation and leading contract negotiations. Kevin drives costs out of transactions and saves his clients critical time. Working with clients like Discount Auto Parts and Sonic, Kevin used his well-developed technical knowledge and experience of local markets to assist with the acquisition of sites in Fort Walton Beach, Crestview, Niceville, Gulf Breeze, Defuniak Springs and Chipley.

Kevin joined Realty House after graduation from Samford University with a Bachelor of Science degree in Business Administration. He has served as Treasurer of the Emerald Coast Association of Realtors, Chairman of the Commercial Industrial Development Council and District Vice President for the Florida Chapter of CCIM. He has earned the coveted CCIM designation and is a member of the International Council of Shopping Centers. Kevin is a former member of the Board of Adjustments for the City of Fort Walton Beach. He has been active in the community volunteering as a basketball coach for the YMCA and a baseball coach for the City of Fort Walton Beach. In addition, he has served in his local church in a number of positions.

Basil Bethea, III -- Broker

Basil is a commercial real estate broker who adds value to his clients by lowering occupancy costs, improving quality and diminishing risk. Having entered the real estate business in 1979, he has an almost forty year track record of staying fully engaged in the real estate transaction process. An example of this is when Basil was selected to help revive the Fort Walton Square (now Uptown Station). The property had a declining occupancy rate and had experienced a substantial decline in value. With strategic planning, proper management, leasing and effective promotion, he helped take a struggling retail property and make this 260,000 square foot shopping center one of Fort Walton Beach's leading shopping destinations. The results of his efforts led to the property owners realizing their goals of selling the property as a result of it being 100% occupied.

Basil is involved with the International Council of Shopping Centers and has taken several CCIM and IREM courses. He has recently led the Realty House expansion into Escambia County and runs that office from Pensacola, Florida. He is an active member of Olive Baptist Church and volunteers coaching local youth soccer, basketball and baseball teams.

Maria Henriquez – Property Manager

Maria is the property manager for Realty House Commercial Properties, Inc. and is responsible for the coordination and oversight of property maintenance, rent collection, and disbursement of funds to the property owners. Maria is proficient in many software programs. She is currently transitioning our Yardi property management program to PROMAS. She has been a licensed real estate agent since 2005 as well as a Notary Public. In 2005 she also received her e-PRO Technology Certification. Maria is bilingual, fluent in both English and Spanish. She attended Broward Community College in Fort Lauderdale prior to her involvement in real estate in Fort Walton Beach. Maria has been with Realty House Commercial Properties, Inc. since 1993.

Laura Stovall – Bookkeeper

Laura Stovall is the bookkeeper for Realty House Commercial Properties, Inc., and has been with the company since 2014. Though her primary responsibilities center on the internal operations of the business, she also works in cooperation with the property manager in the financial aspects of the property management activities. A graduate of the University of South Alabama with a degree in Human Resource Management, she has twenty-seven years of experience in bookkeeping, payroll administration, and public accounting, and is proficient in a variety of accounting and office programs.

REPRESENTATIVE LEASE TRANSACTIONS HANDLED BY REALTY HOUSE

1/2 Price Store
2020 Company, Inc.
7-11 Convenience Stores (13)
A.L. Williams
AAA Sewing & Vacuum
Aamco Transmissions
Academy Of Real Estate
Acceptance Insurance
Ace Courier & Delivery
Action Title
Advanced Auto Parts
Advanced Concrete Solutions
Airborne Express
Albertsons
All About You
All-South Services
Allstate Insurance (2 Locations)
American Cancer Society
American General
American Home Patient Centers
American House Plans
Amsouth Bank
Anacapa Sciences
Anchor Ice
Anchor Screen Printing
Animal Kingdom
Appraisal House
ARC of Okaloosa County
Architect And Supply House
Architectural Art
Asbel Mechanical Services
Associated Land & Title
AT&T
Auto Laundry Car Wash
Auto Zone
Autorama Car Lot
B & N Bank Solutions
Bacz Custom Furniture
Bangkok Cleaners
Bangkok Tailor
Bank Of England
Barnes Healthcare
Bay City Financial
BB&T
Beach Community Mortgage
Beall's Outlet
Beckert and Poliakoff
Beepers Unlimited
Bell South
Bella Day Spa
Beneficial Finance
Betty Cope, Inc.
Beyond Expectations (2 locations)
Big Lots
Bikes Plus

Bill's Gun Shop
Bimbo Bakery
Blue Chip Gas Station
Blue Sky- Blue Travel Agency
Boat US
Body Dynamics
Body Image
Bolduc & Sons
Bonnie's
Booz Allen & Hamilton
Borden's Distribution Center
BOTE
Brady Group Enterprises
Bud's Sleep Center
Burger King
Butcher Block
Caldwell Banker
Calvary Chapel (2 locations)
Capriccio Cafe
Cash Advance America
Casual Creations
Catalina Yachts (2 locations)
Cellular One
Cellular South
Champion Security
Champion TV And Appliance
Chem-Lawn
Chevron
Chick-Fil-A
Christ Banner Ministry
Cingular
Circle K
City Electric
City Pharmacy
Classic Tans
Coastal Anesthesia, PA
Coco's
Color Wheel Paint
Colortyme
Complete Stop Contracting
Comprehensive Heart and Sleep
Compu Station
Computer Science Corporation
Covenant Hospice
Cox Data Service
Crestview Taekwondo
Cross Environmental
Cuppy's Coffee
Dalpar Corporation
Danka Copies
David Volkert & Associates
DBL's Fashions
DCS Sales
DEC Environmental
Design Line Hair Saloon

REPRESENTATIVE LEASE TRANSACTIONS HANDLED BY REALTY HOUSE

Destination Travel
Destiny Services
Dialysis Services Of Florida
Diamond Design Jewelry
Discount Auto Parts, Inc. (6 Sites)
Dixie Cleaners
Domino's
Dorado Services
Dr. Cynthia Bryan, MD, PA
Dr. Henry Haire
Dr. Sean Price
Dr. Steven Strauss
Dr. Weldon Abercrombie
Dream Team Realty
DRS (2 locations)
Drs. Napier, Cox & Smith
Dunn & Bradstreet, Donnelley Corp.
Dunn Building Company
Dynamic Pain & Wellness
Dynetics (2 locations)
E.J. Mlynarczyk & Co., Inc.
Earcare Associates
Early Childhood Coalition
Eckerd's
Econo-Tax
Edward Jones (3 locations)
Eglin Federal Credit Union
Emerald Coast Behavioral Hospital
Emerald Coast Blood Center
Emerald Coast Manufacturing
Emerald Coast Neck And Back Clinic
Emerald Coast Psychiatric Care
Emerald Coast State Bank
English Furniture
Enterprise Car Rental
Everyday Gourmet
Exer-Tech
Explotrain
Exprezit Convenience, LLC
Factory Oak Furniture
Faith Holman Gallery
Family And Child Development
Fantastic Sam's
Farm Bureau
Fashion Care
Fashion's By Pegallo
Fastenal
Ferguson Insurance Agency
Finishmaster, Inc.
Firestone
First American Title
First Bank Of Crestview
First Federal Savings Bank
Fleming Dance Studio
Florida Department Of Education
Florida Department Of State
Florida Industrial Machinery
Florida One DMAT
Florida State Unemployment Office
Florida Tile
Flowers Baking Company (3 locations)
Fluid Surf Shop
Forrest Hill & Associates
Fort Walton Beach Chorus
Fort Walton Machining (2 locations)
Fran Hooper, CPA
Freidman's Jewelers
Frito Lay
Fort Walton Beauty Supply
Furniture Round Up
FWB Bowl
Gagne Office Supply
Galimor & Associates
Gator Tough Sheds
Gayfer's Warehouse
General Service Administration, DCAA
General Service Administration, Social Security
General Service Administration, VA (2 locations)
Giant Book Sale
Godfathers Pizza
Golden Almond Health Store
Gold-N-Fluff Laundry
Goodyear Tires
Graham Welding & Fabrication
Great Florida Insurance
Greenscape
Guardian Pharmacy (2 locations)
Gulf Coast Chiropractic
Gulf Service Station
H & R Block
Hair Tropics
Haye's Plumbing & Supply
Here Wee Grow Again (2 locations)
Hiller
Home Accents
Home Care Services
Horizon's
Huxford Florist
Inacomp Computer Center
Infopro Corporation
International Gems
International Nursing School
Ironhorse, Inc.
J & J Speed Shop
J&B Manufacturing
Jackson-Hewitt
Java Joe's
John McCoy
JP Morgan Chase
Karate USA
Keefe and Burton, MD, PA
Kenny G's
Kinder Care
Kirby Vacuum

REPRESENTATIVE LEASE TRANSACTIONS HANDLED BY REALTY HOUSE

Kohls
Koorsen Fire & Security
Lamar
Laymon Gray
Leather Center
Lesco
LGM Landscape & Irrigation
Liberty Tax Service (2 locations)
Lighthouse Of Faith (2 locations)
Loomis
Luciano Building Maintenance
Lynn's Sewing Center
Magic Writst
Mail Boxes, Etc.
Majik Market
Marianne McCain, P.A.
Martin Marietta
Mattress Depot
Mayes Printing & Office Supply
MDS Calibration Laboratory
Mead Law Firm
Meigs, O'Connors, Ricks
Merrill Lynch
Metric
Mi Giente
Michael P. Roberts MD, PA
Micro Systems
Mike's Florist
Military Recruiting Station
Ministerio International
Miracle Strip Paint & Body
Mitre Corporation (2 locations)
Montawk Energy
Montessori Learning Center
Morgan Keegan & Company
Mullins Real Estate
National Council on Alcoholism
National Elevator (2 locations)
Nationwide Spa
Nature's Garden
Network Funding
Network Video
New Yorker
Nextel
Niceville Hearing
Nutri-Systems
Okaloosa County Property Appraiser
Okaloosa County Tax Collector
Okaloosa County Teachers Federal Credit Union
Okaloosa County Tourist Development Council
Okaloosa Walton Urology
Onopa Services
Orchid House
Paine Webber
Papa John's Pizza
Path Of Grace
Payroll Management, Inc.
Peerless Technologies
Pensacola Nephrology Associates
People Home Health
Perfect Fit
Personal Care Family Dentistry
Phar-Mor Super Drugs
Piece Goods Shop
Pinch-A-Penny Pools
Piper's Nursery
Pitney Bowes
Playground Music (2 locations)
PODS
Pono Group
Precision Industries
Pretty Nails
Prime
Primera Iglesia
Primerica
Primetime Physical Therapy
Principal Senior Living Group (An Assisted Care Facility)
Priority One A/C
Professional Proposal Management
Pure Hearts Ministry
Quest Diagnostics (2 locations)
QV Convenience Store
R&J Subways
R.L. Campbell Roofing
Raceway Petroleum
Radio Shack
Raymond James & Associates
Records Management
Regency Hospice
Reico, Inc.
Relevant Energy Solutions
Re-Max
Representative Jeff Miller
Resco Equipment Co.
ReUP, Inc
Rhodes Furniture
Rick Scott Campaign
RMS Technologies
Robert & John Dunne
Roby Residential Group
Rockwell International
Rollin Industries
Ron's Cards & Comics
RSC Chiropractic
Rusty Crossland & Associates
Salter Outdoor
Salvation Army
Satellites Unlimited
SBT Technologies
Scooter Brothers
Scotty's Hardware
Sears
Sears Pest Control

REPRESENTATIVE LEASE TRANSACTIONS HANDLED BY REALTY HOUSE

Select Physical Therapy
Sentel
Service America
Sew Elegant
Sherwin Williams
Shooter's Western Wear
Showbiz Tan
Signet Title
Sir Speedy Printing
Smartronix
Soundside Counseling
Southeastern Sash & Door
Southern Insurance Professionals
Southern Link
Southern Management
Southern Pipe & Supply
Speak Life Deliverance
Specialty Roofing
Speedee Oil Change
Spelman & Co.
Stanley Steamer
State Farm Insurance
State of Florida Fire Marshall
State Of Florida (Department of Children & Families)
Stitchers Quest
Stone Connection
Style Mart
Superior Asset Management
Superior Sleep Shop
Superior Waterbeds
Surplus And Salvage
Sylvan Learning Center
TASC
Technical Services Laboratory
Ten To Tots
Term Provider (2 locations)
The Cake Box
The Framery
The Oak Store
The Optician
The Scuba Shop
The Wellness Center
Time-O-Matic
TLC Stitchery & Crafts
T-Mobile
TNT Auto Parts
To Go Box
Tom Thumb
Tonsorial Parlor
Tracor
Travel Agents International
Trident Home Loans
Trinity Analysis
Tropical Cruise And Sportswear
Tropical Golf
TruGreen
Tucker Auto
Turpine Supports
Twin Cities Family Practice
Twin Cities Hospital
U.S. Government, DCMA (2 locations)
Union 76 Station
United Furniture
United Way
University Of West Florida
Vanguard Bank
Verizon
Vertex RSI
Ver-Val Enterprises
Video Connection
Vincent Jones Roofing
Voice To The Nations
Walgreens (2 Locations)
Warner Cable
Warren Hardware
Waterbed Distributors
Waterstone Mortgage
Weight Watchers
Wells Fargo Home Mortgage
West Florida Sash & Door
West Park Center
White Gardenia
Wickes Lumber
Wierzbicki and Stephensen
William Scottsman
Winn Dixie
Wintec
Wisco Electic
Won's Korean Imports
Workforce Development Board (4 locations)
WWSF-FM 98.1 Radio Station
WYZZ-FM 105 Radio Station
Xerox
Ziebart

REFERENCES

The Flooring Authority
Don Heapy
850-243-1233 (office)
850-585-4655 (mobile)

Mixon Plaza, LLC
Steve Mixon
850-376-5893 (mobile)

Southeastern Sash and Door
Bill Peacock
850-664-5252 (office)
850-978-6690 (mobile)

FEE SCHEDULE

- 1) For listing and leasing of properties, which includes all the customary activities and services associated with the lease transaction: five percent (5%) of the gross value of the lease. This fee, at the County's option, can be paid at the time of lease execution or monthly as the rent is collected.
- 2) For managing leased properties: five (5%) of gross rents collected monthly
- 3) For the initial evaluation of County properties including market analysis: seven thousand eight hundred eighty dollars (\$7,880.00) or a flat rate of three hundred fifty dollars (\$350.00) for each property, whichever is less.
- 4) Hourly rate for other real estate services: one hundred thirty dollars (\$130.00) an hour
- 5) Other costs the County may anticipate relating to the real estate services to be provided:
None

NOTE: Realty House Commercial Properties, Inc. will pay 50% of the lease fee [two and one-half percent (2.5%)] to cooperating brokers.

ADDITIONAL SERVICES OFFERED BY OUR FIRM

- 1) Consulting
- 2) Investment Sales and Acquisitions
- 3) Project Management
- 4) Tenant Representation
- 5) Valuation

CURRENT LITIGATION, OUTSTANDING JUDGEMENTS, LIENS AGAINST THE BROKER/FIRM

NONE

COMMUNITY INVOLVEMENT

- All Sports Association
- Okaloosa/Walton Fellowship of Christian Athletes
- Relay For Life
- Kiwanis Club
- Fort Walton Beach Rotary Club
- Choctawhatchee High School Baseball Team
- Choctawhatchee High School Football Team
- Choctawhatchee High School Cheerleaders
- Fort Walton Beach High School Band
- Economic Development Council of Okaloosa County (member)
- Fort Walton Beach Chamber of Commerce (member)
- Sponsor of area youth soccer, baseball, and basketball teams

LARGEST GROCERY STORE



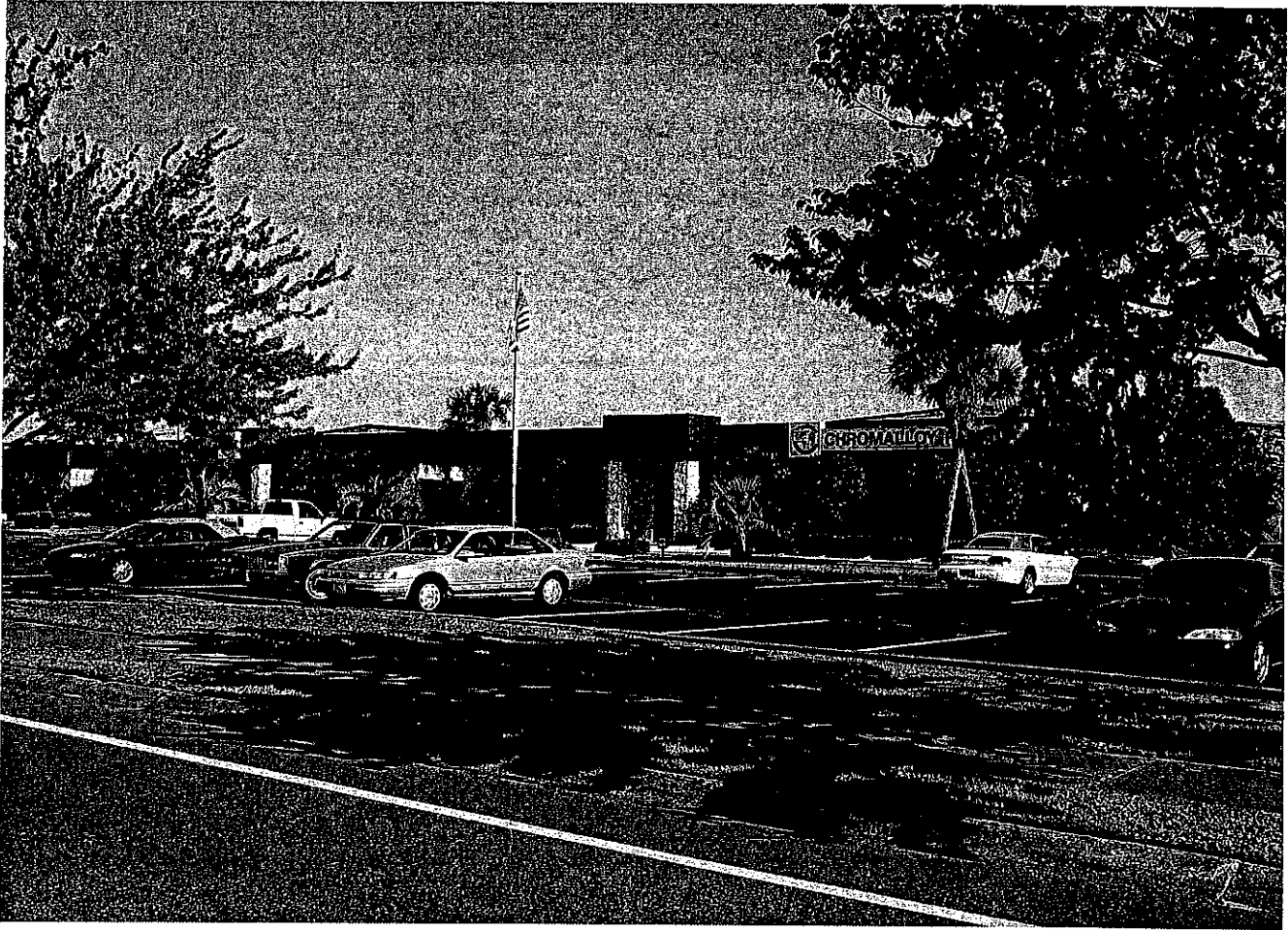
Realty House Commercial Properties, Inc. sold Albertson's the leasehold interest to a ground lease. Realty House Commercial Properties, Inc. also put a number of other grocery stores and convenience stores in North Florida.

LARGEST OFFICE BUILDING



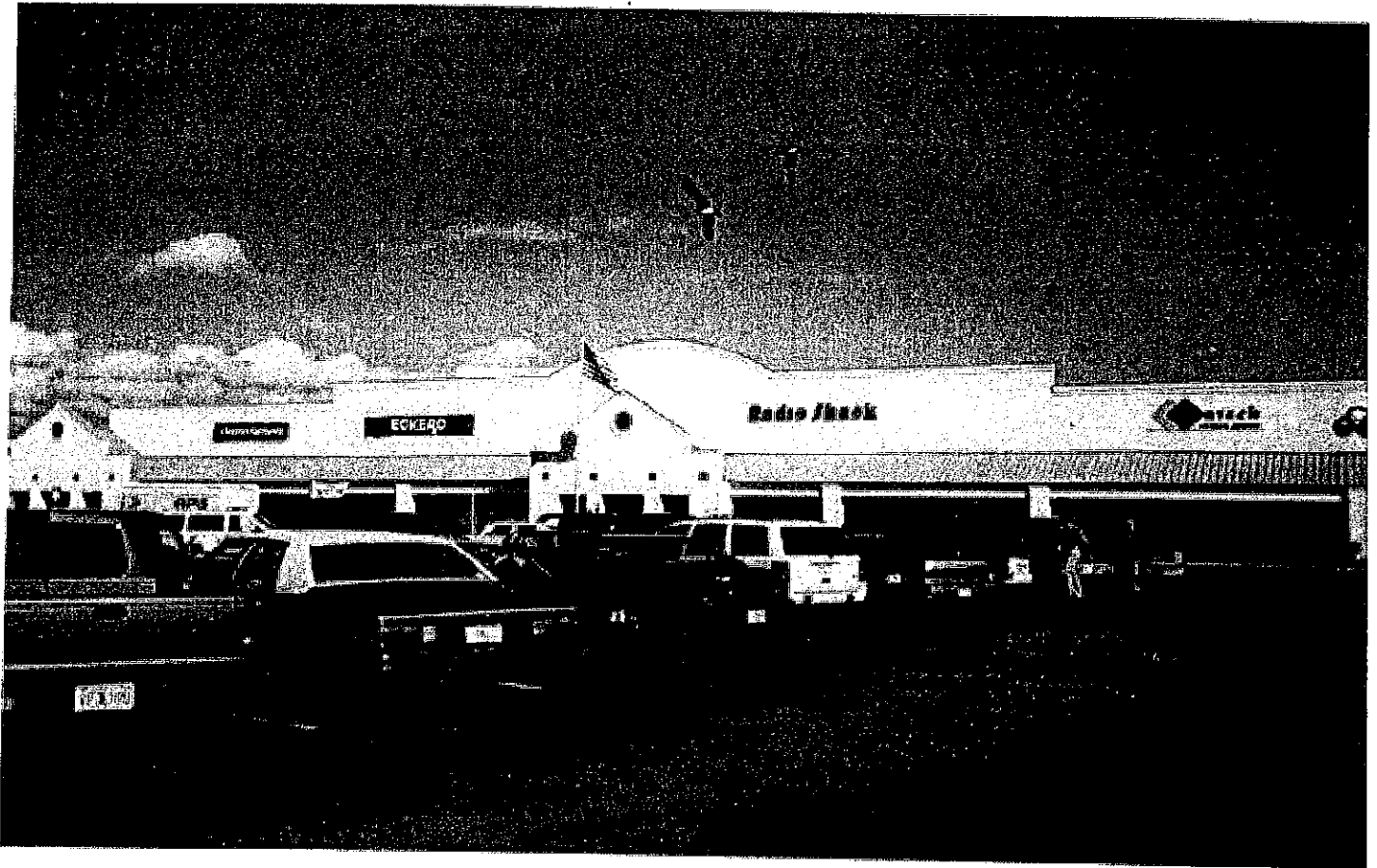
Boeing Building-Realty House Commercial Properties, Inc. has sold, leased and managed this office building in the Industrial Park

**LARGEST
INDUSTRIAL/MANUFACTURING/
WAREHOUSE FACILITY**



Chromalloy - Realty House Commercial Properties, Inc. sold this property and a majority of the other buildings in the Industrial Park.

LARGEST SHOPPING CENTER



Realty House Commercial Properties, Inc. has leased, managed and sold Fort Walton Square (renamed Uptown Station), the largest shopping center in Fort Walton Beach. Realty House is the leader in shopping centers in Okaloosa County.

COPY OF LICENSES



RICK SCOTT, GOVERNOR

MATILDE MILLER, INTERIM SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

THE CORPORATION HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

REALTY HOUSE COMMERCIAL PROPERTIES INC

11 RACETRACK ROAD NE
SUITE H-1
ST WALTON BCH FL 32547

LICENSE NUMBER: CQ1002484

EXPIRATION DATE: MARCH 31, 2019

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC#6087752

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

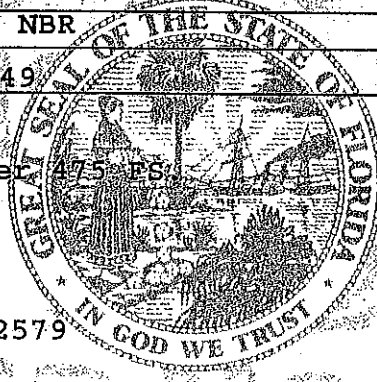
SEQ# L12040200957

DATE	BATCH NUMBER	LICENSE NBR
04/02/2012	116008978	BK3001749

The BROKER
Named below IS LICENSED
Under the provisions of Chapter 475 FS
Expiration date: MAR 31, 2014

BETHEA, MARK G
174 COUNTRY CLUB RD
SHALIMAR

FL 32579



RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation

REALTY HOUSE COMMERCIAL PROPERTIES, INC.

Filing Information

Document Number P94000034728
FEI/EIN Number 59-3249143
Date Filed 05/09/1994
State FL
Status ACTIVE

Principal Address

11 RACETRACK ROAD NE,
SUITE H-1
FORT WALTON BEACH, FL 32547

Changed: 05/11/2015

Mailing Address

11 RACETRACK ROAD NE,
SUITE H-1
FORT WALTON BEACH, FL 32547

Changed: 05/11/2015

Registered Agent Name & Address

BETHEA,, BASIL L, Jr.
11 RACETRACK RD. NE
SUITE H-1
FORT WALTON BEACH, FL 32547

Name Changed: 04/03/2013

Address Changed: 03/26/2008

Officer/Director Detail

Name & Address

Title PD

BETHEA, BASIL L, Jr.
11 RACETRACK RD NE, SUITE H-1
FORT WALTON BEACH, FL 32547

Title VD

Bethea, Sally C
11 RACETRACK RD NE, SUITE H-1
FORT WALTON BEACH, FL 32547

Title TD

BETHEA, MARK G
11 RACETRACK RD NE, SUITE H-1
FORT WALTON BEACH, FL 32547

Annual Reports

Report Year	Filed Date
2015	04/27/2015
2016	03/31/2016
2017	03/08/2017

Document Images

03/08/2017 -- ANNUAL REPORT	View image in PDF format
03/31/2016 -- ANNUAL REPORT	View image in PDF format
05/11/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
04/27/2015 -- ANNUAL REPORT	View image in PDF format
03/25/2014 -- ANNUAL REPORT	View image in PDF format
04/03/2013 -- ANNUAL REPORT	View image in PDF format
03/13/2012 -- ANNUAL REPORT	View image in PDF format
04/20/2011 -- ANNUAL REPORT	View image in PDF format
03/25/2010 -- ANNUAL REPORT	View image in PDF format
04/21/2009 -- ANNUAL REPORT	View image in PDF format
03/26/2008 -- ANNUAL REPORT	View image in PDF format
05/14/2007 -- ANNUAL REPORT	View image in PDF format
02/06/2006 -- ANNUAL REPORT	View image in PDF format
04/27/2005 -- ANNUAL REPORT	View image in PDF format
03/06/2004 -- ANNUAL REPORT	View image in PDF format
03/21/2003 -- ANNUAL REPORT	View image in PDF format
04/16/2002 -- ANNUAL REPORT	View image in PDF format
04/11/2001 -- ANNUAL REPORT	View image in PDF format
04/26/2000 -- ANNUAL REPORT	View image in PDF format
04/26/1999 -- ANNUAL REPORT	View image in PDF format
04/08/1998 -- ANNUAL REPORT	View image in PDF format
05/07/1997 -- ANNUAL REPORT	View image in PDF format
03/05/1996 -- ANNUAL REPORT	View image in PDF format
03/13/1995 -- ANNUAL REPORT	View image in PDF format

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

2016 - 2017

OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

RECEIPT NO. 250230023545
EXPIRES SEPTEMBER 30, 2017

BUSINESS NAME REALTY HOUSE COMMERCIAL PROPERTIES INC

TYPE OF BUSINESS Regulated

BUSINESS ADDRESS 11 RACETRACK RD NE
SUITE H 1
FORT WALTON BEACH, FL 32547
MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32588

OKALOOSA COUNTY
Tax Collector
View Your Account Online



Scan Here

Scan Here

SUPPLEMENTAL
RENEWAL
NEW BUSINESS
TRANSFER 0.00
ORIGINAL TAX 35.00
AMOUNT 0.00
PENALTY 8.75
COLLECTION COST 0.00
TOTAL 43.75

REALTY HOUSE COMMERCIAL PROPERTIES INC
11 RACETRACK RD NE
SUITE H 1
FORT WALTON BEACH, FL 32547

Paid 251-16003008 43.75 03/08/2017

X
SIGN AND DISPLAY AS REQUIRED
I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR
THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE
AND CORRECT. THE APPLICATION MUST COMPLY WITH STATE AND
LOCAL ORDINANCE, INCLUDING ZONING

Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

Pursuant to State Law, all Business Tax Receipts shall be issued and validated by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the business tax for the delinquent establishment.

This Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the state, county, or cities nor does it exempt the business from any other tax or permits that may be required by law.

The applicant must comply with state laws and local ordinances, including zoning.

Please contact the Property Appraiser's office for information about tangible property taxes.

Failure to pay a business tax within 150 days of the initial notice can result in a civil penalty of up to \$250.

OFFICE LOCATIONS & HOURS

Office	Location	M	T	W	T	F
Crestview	The Brackin Building 302 N Wilson Ste 101	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Shalimar	1250 N Eglin Pkwy Suite 101	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Eglin AFB	310 Van Matre Ave Bldg 210	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30
Hurlburt Field	120 Simpson Ave, Rm 111	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30
Niceville	701 E John Sims Pkwy	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Destin	4012 Commons Dr W Unit 122	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5

Please direct any questions to our Customer Service Processing Center at (850) 651-7300, #829 from your cell phone, toll-free 1-877-TAGS-R-US (1-877-824-7787), website www.OkaloosaTax.com or email at WebMaster@OkaloosaTax.com.



BEN ANDERSON
Tax Collector, Okaloosa County

www.OkaloosaTax.com

To report tax fraud call 855-489-8477 (4TX-TIPS)





REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:
REAL ESTATE LEASING BROKER SERVICES

RFP NUMBER:
RFP BCC 02-17

LAST DAY FOR QUESTIONS:

February 23, 2017 4:00 P.M. cst

RFP OPENING DATE & TIME:

March 9, 2017 4:00 P.M. cst

NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Due Date & Time". Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of sixty (60) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Realty House Commercial Properties, Inc
MAILING ADDRESS 11 Racetrack Road, N.E. Suite H-1
Fort Walton Beach, FL 32547
COUNTY, STATE, ZIP Okaloosa County, Florida 32547
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-3249143
TELEPHONE NUMBER: 850-244-9117 EXT: _____ FAX: 850-664-6622
EMAIL: markb@realtyhouse.com

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: Mark Bethea TYPED OR PRINTED NAME Mark Bethea

TITLE: Treasurer DATE 3-8-2017

NOTICE TO RESPONDENTS RFP BCC 02-17

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **4:00 p.m. (CST) March 9, 2017, for REAL ESTATE LEASING BROKER SERVICES.**

Interested respondents desiring consideration shall provide one (1) original and three (3) copies (total of 4) of their Request for Proposals (RFP) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink.

Proposal documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **March 9, 2017 at 4:00 p.m. (CST)**, in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "**REAL ESTATE LEASING BROKER SERVICES**". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the quote and the resulting negotiated agreement that is in its best interest and its decision will be final.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

All submittals should be addressed as follows:
REAL ESTATE LEASING BROKER SERVICES
RFP BCC 02-17
Okaloosa County Purchasing Department
5479A Old Bethel Rd.
Crestview, FL 32536

Greg Kisela
Purchasing Director

Date

OKALOOSA COUNTY
BOARD OF COMMISSIONERS

Carolyn N. Ketchel
Chairman

PROPOSAL REQUIREMENTS

PROPOSAL #: RFP BCC 02-17

PROPOSAL ITEM: REAL ESTATE LEASING BROKER SERVICES

Okaloosa County is seeking professional real estate broker services to evaluate County-owned property and facilities (for example, office space within the Water & Sewer Building, property adjacent to Bob Sikes Airport, etc.) for best use, determine the market value, and make recommendations to the County based on their evaluation. Based on the outcome of the aforementioned evaluation, the County may consider leasing these properties. It is the intent of this RFP to have the successful broker/firm(s) enter into a Contract with the County to supply real estate services as outlined herein. It is anticipated that Task Orders will be issued for each assignment.

The County may enter into a contract with more than one firm, if it is found to be in the best interest of the County, or if one firm cannot provide all required services. The County is willing to consider alternate proposals, specifically in the instance that your firm/broker cannot provide all of the services requested herein.

I. SCOPE OF SERVICES

1. Perform market analysis
2. Develop strategies to lease properties
3. Negotiate with lessees on behalf of the County
4. Coordinate real estate appraisals
5. Coordinate real estate transaction closings
6. Handle all other customary activities and services associated with real estate transactions
7. Managing leased properties if needed

Services may include consultation with County Staff and Board members relating to the lease of County-owned property. Presentations at public meetings may be required.

II. LICENSE & TAX ISSUES

Evidence shall be submitted that the broker/firm is current with its requirements under all State and County license and tax requirements.

III. MINIMUM QUALIFICATIONS

1. Must be a licensed real estate broker for at least 5 years and in good standing with the State of Florida.
2. Must have an excellent reputation in the real estate community.
3. Must be knowledgeable in the local real estate market and have experience with small and large commercial properties.
4. Must be knowledgeable in the use of all public real estate records.
5. Must maintain an office that complies with the state statutes and the rules of the Florida Real Estate Commission.
6. Must state a willingness to make the County properties available to other brokers through the local, state & National Multiple Listing Services.

IV. REFERENCES - The County reserves the right to conduct reference checks for brokers/firms submitting proposals in response to this RFP. In the event that information obtained from the reference checks reveals concerns about the broker/firm's past performance or their ability to successfully perform the contract to be executed, the County may, at its sole discretion, determine that the broker/firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work. The County also reserves the right to check references from others not identified by the broker/firm.

V. EVALUATION PROCESS - The proposing broker/firm must include information documenting how the broker/firm meets the evaluation criteria and will be evaluated based on the weighting identified below.

Categories / Criteria	Score:
1 Ability of proposer to meet or exceed the requirements defined in this RFP (20%)	
2 Experience, Qualifications and References (20%)	
3 Knowledge of local real estate market (15%)	
4 Fee Schedule (30%)	
5 Completeness of Response to RFP (15%)	
Total 100 Points Max	

VI. FEE SCHEDULE – Brokers/Firm must include the following commissions, fees, costs, etc. Please define the proposed fee/commission as a percentage of the lease price. Also state your willingness to offer a portion of that amount to cooperating brokers.

1. For listing & leasing of properties.
2. For managing leased properties.
3. For the initial evaluation of County properties including market analysis.
4. Hourly rate for other real estate services not specifically listed herein.
5. Any other costs the County may anticipate relating to the real estate services to be provided.

VII. SUBMISSION INFORMATION

1. Each submittal shall contain all of the required documentation provided with this RFP.
2. Only those firms or individuals submitting proposals which meet the requirements herein will be considered regardless of past contracts with the County.

FORMAT: Statement of Qualifications should include the following:

- A. Cover letter which shall include name of firm, address and telephone numbers as well as a primary contact with phone number and e-mail address.
- B. Years in business, including prior firm's names if any.
- C. Firm size, location, number and nature of professional staff to be assigned to the County.
- D. Staff experience, training and brief professional resume for each key person who will be performing the services for the County; Include commercial real estate designations (i.e. CCIM/SIOR). Include resume of commercial real estate transactions that show leasing experience.
- E. Firm experience (minimum 5 years) with proven pertinent prior transactions.
- F. Firm and/or staff experience working with governmental entities of similar size to the

County. Provide the broker/firm's experience and knowledge of the local real estate market.

G. Must submit three (3) references Please provide names, telephone numbers of contact person for each reference.

H. Additional services offered through your firm

I. List any current litigation, outstanding judgments, liens filed against the broker/firm.

J. Fee schedule

K. Provide a short resume of community involvement

3. **MINIMUM QUALIFICATIONS:** The County will only consider proposals by applicants who meet the minimum qualifications listed above. Applicants may be asked to provide documentation to verify qualifications.

4. **EVALUATION COMMITTEE -** An Evaluation Committee consisting of at least three members assembled by the County will review and evaluate each submittal in response to this RFP based on the evaluation criteria and weighting identified herein. Submissions will be evaluated to determine those that best meet the needs of the County. Acceptance and approval of each proposal will be based on an evaluation of the information submitted by the applicants.

a. After evaluation and ranking of submittals, the County may at its sole discretion, elect to forego further consideration of firms and recommend the highest ranked firm for award.

b. At the sole determination of the County, a minimum of the three (3) top ranked firms based upon submittal evaluations, may be required to make a presentation of their proposal. If the County desires presentations, this will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.

c. The County reserves the right to reject all proposals.

VII. TERM OF CONTRACT:

The initial term of this contract will be for two (2) years. The County reserves the right to renew this contract for four (4) one (1) year contract periods upon written agreement by both parties.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/09/16

RESPONDENT'S INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

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

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability
5. Respondent shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of the project.

LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out

above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.

3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

UMBRELLA INSURANCE

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

GENERAL PROPOSAL CONDITIONS

1. PRE-PROPOSAL ACTIVITY -

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: cpowell@co.okaloosa.fl.us
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the proposal documents will be issued by the County five (5) days prior to the date and time of proposal closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: www.floridabidsystem.com. To access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

2. PREPARATION OF PROPOSAL – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and proposal forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

3. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
4. **SUBMITTAL OF PROPOSAL** - A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the respondent, and shall be accompanied by the proposal security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

5. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capaCounty.

6. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.
7. **IDENTICAL TIE PROPOSALS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

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

8. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
9. **PROPOSAL PRICE** – The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.
11. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
12. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
 - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by Local, State or Federal Government on its barred/suspended vendor list.

13. AWARD OF CONTRACT -

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

- 14. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract number.
- 15. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 16. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 17. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of

its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

18. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
19. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
20. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

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

21. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
22. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
23. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

24. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
25. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.
26. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.
27. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** - Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
28. **NON-COLLUSION** - Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
29. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** - The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

30. The following documents are to be submitted with the proposal packet:

- A.** Drug-Free Workplace Certification Form
- B.** Conflict of Interest
- C.** Federal E-Verify
- D.** No Contact Clause Form
- E.** Indemnification and Hold Harmless
- F.** Company Data
- G.** Addendum Acknowledgement
- H.** Certification Regarding Lobbying
- I.** Recycled Content Form
- J.** Proposal Sheet

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 3-8-2017 SIGNATURE: Mark Bethea

COMPANY: Realty House Commercial Properties, Inc. NAME: Mark Bethea
(Typed or Printed)

ADDRESS: 11 Racetrack Road, N.E.
Suite H-1 TITLE: Treasurer
Fort Walton Beach, FL
32547 E-MAIL: markb@realtyhouse.com

PHONE NO.: 850-244-9117

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected official(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES: _____

NO: X

NAME(S)

POSITION(S)

FIRM NAME:

Realty House Commercial Properties, Inc.

BY (PRINTED):

Mark Bethea

BY (SIGNATURE):

Mark Bethea

TITLE:

Treasurer

ADDRESS:

11 Racetrack Road N.E., Suite H-1, Fort Walton Beach, FL 32547

PHONE NO.:

850-244-9117

E-MAIL:

markb@realtyhouse.com

DATE:

3-8-2017

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 3-8-2017

SIGNATURE: Mark Bethea

COMPANY: Realty House Commercial Properties, Inc. NAME: Mark Bethea

ADDRESS: 11 Racetrack Road N.E. TITLE: Treasurer

Suite H-1
Fort Walton Beach, FL 32547

E-MAIL: markb@realtyhouse.com

PHONE NO.: 850-244-9117

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I Mark Bethea representing Realty House Commercial Properties, Inc.
Signature Company Name
Mark Bethea

On this 8th day of March 2017 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: Not Applicable

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: Not Applicable

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: Not Applicable

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: Mark Bethea
Mark Bethea

E-Mail: markb@realtyhouse.com

INDEMNIFICATION AND HOLD HARMLESS

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

Realty House Commercial Properties, Inc.
Respondent's Company Name

11 Racetrack Road, N.E., Suite H-1
Fort Walton Beach, FL 32547
Physical Address

11 Racetrack Road, N.E., Suite H-1
Fort Walton Beach, FL 32547
Mailing Address

850-244-9117
Phone Number

850-585-6999
Cellular Number

3-8-2017
Date

Mark Bethea
Authorized Signature – Manual

Mark Bethea
Authorized Signature – Typed

Treasurer
Title

850-664-6622
FAX Number

850-609-0006
After-Hours Number(s)

COMPANY DATA

Respondent's Company Name: Realty House Commercial Properties, Inc.

Physical Address & Phone #:
11 Racetrack Road N.E., Suite H-1
Fort Walton Beach, FL 32547
850-244-9117

Contact Person (Typed-Printed): Mark Bethea

Phone #: 850-244-9117

Cell #: 850-585-6999

Email: markb@realtyhouse.com

Federal ID or SS #: 59-3249143

Respondent's License #: Brokers License# BK3001749 / Company's License # CQ1002484

Fax #: 850-664-6622

Emergency #'s After Hours,
Weekends & Holidays: 850-585-6999

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.

DATE

1

Posted February 24, 2017

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

ADDENDUM 1
RFP BCC 02-17
REAL ESTATE LEASING BROKER SERVICES

1. The Okaloosa County Property Appraiser lists approximately 440 properties that are owned by the County. Some of these properties are drainage easements, beach accesses, water retention ponds, and etc. that do not appear to be property which would afford an opportunity for the County to post for leasing. Do you have a list of the properties by parcel number, address, square footage, or other description which the County is placing under the RFP? We do not have a list of properties that are being considered for lease at this time. Pursuant to the RFP those properties could be owned by the Board of County Commissioners, office space in the Water and Sewer Building and/or property adjacent to the Bob Sikes Airport in Crestview.
2. Are there any County properties which fall under any responsibilities other than under the ownership title of "BCC Okaloosa County"? For example, "BCC Water & Sewer"? Once we select a broker(s) we will negotiate a Task Order for each assignment. The properties could be titled under different names than the BCC Okaloosa County as the Airport and Water and Sewer Departments are enterprise funds.
3. Under **Scope of Services**, items 5 and 6 use the term "real estate transactions". Is the term strictly related to "leasing transactions" or is it open to "selling and purchasing"? The RFP is only for leased property. It will not include the sale of any parcels.

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, ^{Realty House} ~~Commercial Properties Inc.~~, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Mark Belton Signature of Contractor's Authorized Official

Mark Belton - Treasurer Name and Title of Contractor's Authorized Official

3-8-2017 Date

PROPOSAL SHEET

Date Submitted: March 9, 2017

PROPOSAL#: RFP BCC 02-17

PROPOSAL TITLE: COMMERCIAL REALTOR SERVICES

Vendor				
Ability of proposer to meet or exceed the requirements defined in this RFP (20%)				
Experience, Qualifications and References (20%)				
Knowledge of local real estate market (15%)				
Fee Schedule (30%)				
Completeness of Response to RFP (15%)				
Total (100 pts. Max)				

Do you possess a State of Florida Real Estate Broker License? Yes

Do you have 5 plus years experience working as a Broker? Yes