

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 5/27/99

Contract/Lease Control #: 198-0087-BCC20-16

Bid #: N/A

Contract/Lease Type: REVENUE

Award to/Lessee: EMERALD COAST CHILD ADVOCACY CENTER

Lessor:

Effective Date: 1/20/98

Amount: \$1.00 ANNUAL

Term/Expires: 1/1/2018

Description of Contract/Lease: GROUND LEASE NICEVILL, FL

Department Manager: ADMINISTRATIVE SERVICES

Department Monitor: JIM CURRY

Monitor's Telephone #: 689-5007

Monitor's Fax #: 689-5025

Date Closed:



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Philadelphia Indemnity Insurance Company COMMON POLICY DECLARATIONS

L98-0087-BCC

Policy Number: PHPK1105480

Named Insured and Mailing Address:

Emerald Coast CAC
PO Box 1237
Niceville, FL 32588-1237

Producer: 2203

FOUNTAIN, PARKER, HARBARGER, LLC
201 WASHINGTON ST.
HUNTSVILLE, AL 35801

Policy Period From: 12/31/2013 **To:** 12/31/2014

at 12:01 A.M. Standard Time at your mailing
address shown above.

Business Description: Non Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS
INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	1,612.83
Commercial Crime Coverage Part	712.69
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	2,704.81
Businessowners	
Workers Compensation	
Professional Liability	1,339.90
Total	\$ 6,370.23
Total Includes Fees and Surcharges (See Schedule Attached)	167.23
Total Includes Federal Terrorism Risk Insurance Act Coverage	12.00

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (01/07)

Countersignature Date

Ronald J
Authorized Representative



Board of County Commissioners Risk Management Department

AMENDMENT #1
LEASE # L98-0087-BCC20-16

State of Florida

June 9, 2008

Julie Hurst
Emerald Coast Child Advocacy Center, Inc.
PO Box 1237
Niceville, FL 32588-1237

Dear Julie,

On Tuesday June 3, 2008, the Okaloosa Board of County Commissioners approved a request authorizing the Baker Area Recreational Association (BARA) reduce their general liability insurance limits as stated in their contract with the County from \$1,000,000 down to \$300,000 per occurrence.

In addition to the Board approving BARA's request, other not-for-profit organizations that contract with Okaloosa County were approved as well. Emerald Coast Child Advocacy Center, Inc., has been given approval to reduce the contractual general liability insurance limits from \$1,000,000 down to \$300,000 per occurrence.


The Board of County Commissioners realizes that in these tight economic times, lowering the general liability insurance limits should financially help your organization. But the Board also cautioned this reduction is approved with the expressed understanding that this action can be reviewed at any time and if necessary, returned to a \$1,000,000 limit.

If you have any questions, don't hesitate to call me at 689-5977.

Sincerely,

James Taylor
Risk Management Director

APPROVED OKALOOSA COUNTY:

 6/10/08
RICHARD BRANNON DATE:
PURCHASING DIRECTOR

Cc: John Christopher, Purchasing

GROUND LEASE

This LEASE, is entered into this 20th day of January, 1998, by and between, EMERALD COAST CHILDREN'S ADVOCACY CENTER, INC. a Florida not-for-profit corporation (hereinafter referred to as the "Tenant"), and the BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, (hereinafter referred to as the "Landlord").

WHEREAS, Tenant desires to lease from Landlord and the Landlord desires to lease to the Tenant certain land hereafter described, on the terms, covenants, and conditions set forth in this agreements, as approved by the Board of County Commissioners on December 2, 1997;

NOW, THEREFORE, in consideration of the rents reserved herein and the mutual covenants, terms, conditions and agreements set forth herein, the parties agree as follows:

1. Description of the Property. The Landlord leases and demises unto the Tenant and the Tenant rents from the Landlord, the real estate as described in Exhibit A (hereinafter referred to as the "Property").

2. Term of Lease. The term of this Lease shall be for twenty (20) years (hereinafter referred to as the "Lease Period"). Such Lease Period shall begin as of January 1, 1998.

3. Possession and Use. Tenant shall be allowed possession of the Property as of the beginning of the Lease Period. The Property shall be used and occupied by Tenant exclusively as a children's advocacy center and no part thereof shall be used at any time during the term of this Lease by Tenant for any other purpose.

Landlord does not warrant title to the Property and Tenant assumes all risk involved with leasing the property, including the risk that Landlord does not have sufficient title for Tenant's continued use of the Property.

4. Rent. Tenant shall pay rent plus applicable sales tax, if any, as follows:

The sum of One Dollar (\$1.00) per year.

5. Net Lease. All rent shall be absolutely net to Landlord. All costs, expenses, and obligations of every kind or nature, whatsoever, relating to the demised premises, or any improvements thereon, which may arise or become due during the terms of this Lease, shall be paid by the Tenant, and the Landlord shall be indemnified and saved harmless by the Tenant from and against the same. Nothing herein contained shall be deemed to require the Tenant to pay or discharge any liens or mortgages of any character whatever which may hereafter be placed upon the demised premises by the affirmative act of the Landlord.

L98-0087-BCC20-16
LESSEE: EMERALD COAST CHILD ADV CTR
GROUND LEASE NICEVILLE, FL
EXPIRES: 1/1/2018

6. Ordinances and Statutes. Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Property, occasioned by or affecting the use hereof by Tenant.

7. Property Insurance. Tenant is responsible to maintain his own property insurance on real and business property in the premises.

8. Workers Compensation Insurance. The Tenant must maintain Worker's Compensation insurance with all Florida and any applicable Federal Law and Regulations.

9. Business Automobile and Liability Insurance.

a. The Tenant shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-Owned, and Hired motor vehicle coverage.

b. The Tenant shall carry other Public 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 Professional Liability.

c. All liability insurance 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 shall apply only to the locations included in this Agreement. If, as a result of any claims or other reasons, the available limits of insurance reduce to less than those stated on the LIMITS OF LIABILITY, the Tenant shall notify the County Manager in writing. The Tenant shall purchase additional liability insurance to maintain the requirements established in the Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

10. Limits of Liability. The Insurance required shall be written for not less than the following, or greater if required by law and shall include Employers liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Business Automobile and Commercial General Liability Insurance (Combined Limit)	\$1,000,000 each occurrence Single

2. Personal and Advertising Injury \$250,000

11. Notice of Claim or Litigation. The Tenant agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Tenant's knowledge, the County Manager shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Tenant becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

12. Indemnification and Hold Harmless. Tenant shall protect, defend, indemnify and hold the County, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), or any nature whatsoever arising out of or incident to the contract or Tenant's officers, employees, agents, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur, unless such injury, death, or damage is caused by the sole negligence of the County. The County shall give Tenant reasonable notice of any such claims or actions. Tenant, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the County. the provisions of this section shall survive the expiration or earlier termination if this Agreement.

13. Abandonment of Premises. Tenant shall not vacate or abandon the Property at any time during the term hereof, and if Tenant shall abandon or vacate the Property, or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant left upon the Property shall be deemed to be abandoned and shall be disposed of by any method at the option of the Landlord.

14. Eminent Domain; Cancellation. If, at any time during the continuance of this Lease, the demised real estate or the improvements or buildings located thereon, or any portion thereof is taken or appropriated or condemned by reason of eminent domain, there shall be such division of the proceeds and awards in such condemnation proceedings and such abatement of the rent and other adjustments made as shall be just and equitable under the circumstances. If the Landlord and the Tenant are unable to agree upon what division, annual abatement of rent or other adjustments as are just and equitable, within 30 days after such award had been made, then the matters in dispute shall by appropriate proceedings, be submitted to a court having jurisdiction of the subject matter of such controversy for its decision and determination of the

matters in dispute. If the legal title to the entire premises be wholly taken by condemnation or such remaining property, be no longer suitable for its intended use, the Lease shall be cancelled.

15. Condemnation Apportionment. Although the title to the building and improvements placed by the Tenant upon the demised premises will pass to the Landlord, nevertheless, for purpose of condemnation, the fact that the Tenant placed such buildings on the demised premises shall be taken into account, and the deprivation of the Tenant's use of such buildings and improvements shall, together with the term of the lease remaining, be an item of damage in determining the portion of the condemnation award to which the Tenant is entitled. In general, it is the intent of this Paragraph that, upon condemnation, the parties hereto shall share in their awards to the extent that their interests, respectively, are depreciated, damaged, or destroyed by the exercise of the right of eminent domain. In this connection, if the condemnation is total, the parties agree that the condemnation award shall be allocated so that the then value of the property, as though it were unimproved property, shall be allocated to the Lessor, and the then value of the building or buildings thereon shall be allocated between the Landlord and Tenant after giving due consideration to the number of years remaining in the term of this lease and the condition of the buildings at the time of condemnation.

16. Construction Expense. Tenant covenants and agrees that the building must be constructed and paid for wholly at the expense of the Tenant.

17. Landlord's Remedies. The following rights and remedies shall be in addition to all other rights and remedies as provided by law:

a. Default In Payment of Rent. If any rent required by this Lease shall not be paid when due, Landlord shall have the option to resume possession and release or rent the property for the remainder of the term for the account of Tenant, and recover from Tenant at the end of the term or at the time each payment of rent comes due under this lease as Landlord may choose, the difference between the rent specified in the Lease and the rent received on the releasing or renting.

b. Default Other Than Rent. If either Landlord or Tenant shall fail to perform, or shall breach, any agreement on this Lease other than the agreement of Tenant to pay rent, for twenty (20) days after a written notice specifying the performance required shall have been given to the party failing to perform, the party so giving notice may institute action in a court of competent jurisdiction to terminate this Lease or to complete performance of the agreement, and the prevailing party in that litigation shall be paid by losing party all expenses of the litigation, including a reasonable attorney's fee. In the alternative, in the event

Landlord or Tenant fails to perform or breaches any agreement of the Lease other than the agreement of Tenant to pay rent, Landlord or Tenant may, after thirty (30) days' written notice to the other, comply therewith correcting any such breach (without creating any obligation on the Landlord or Tenant to comply), and the costs of that compliance shall be payable on demand.

18. Default Period. All default and grace periods shall be deemed to run concurrently and not consecutively.

19. Consent. Whenever the Tenant requests any consent, permission, or approval which may be required or desired by the Tenant pursuant to the provisions hereof, the Landlord shall not unreasonably withhold or postpone the grant of such consent, permission, or approval. If the Tenant requests such consent, permission, or approval and Landlord does not notify Tenant of its express disapproval thereof within 45 days after the receipt of such request setting forth its reasons therefore, such consent, permission, or approval shall be deemed to have been granted.

20. Waiver. The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

21. Written Assignment; Filing. This Lease is non-assignable.

22. Captions. The captions and titles appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the articles, paragraphs or sections of this Lease nor in any way affect this Lease.

23. Gender. For purposes of this Lease, singular pronouns shall include the plural and masculine pronouns shall include the feminine. The term "person" or "persons" shall be defined as an individual, partnership, corporation or any other entity recognized by law.

24. Notice. All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and will be deemed to have been given if delivered by hand, prepaid telegram or mailed (registered or certified mail, postage prepaid, return receipt requested or any means of express mail with confirmed delivery) as follows:

If to Tenant: David E. Fleet, President
Emerald Coast Children's Advocacy Center, Inc.

With copy to: H. Bart Fleet
Chesser, Wingard, Barr, Whitney,
Flowers and Fleet, PA
1201 North Eglin Parkway
Shalimar, FL 32579

If to Landlord: County Manager, Okaloosa County
Water & Sewer Administration Bld.
1804 Lewis Turner Blvd.
Suite 400
Fort Walton Beach, FL 32547

25. Binding Effect. This agreement shall be binding upon the parties, their heirs, personal representatives, successors, and assigns.

26. Illegality. In case any provision in this Lease shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

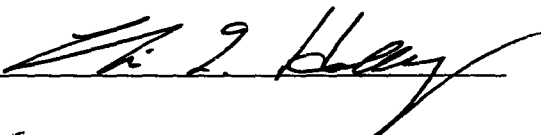
27. Attorney's Fees. In connection with any breach, default, collection, or litigation, including appellate proceedings, arising out of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

28. Additional Instruments. The parties hereto shall execute and deliver or cause to be executed and delivered at such times and places as shall be reasonably agreed on, such additional instruments as the other party may reasonably request for the purpose of carrying out the transactions contemplated hereby.

29. Miscellaneous Provisions. This Lease contains the entire agreement of the parties and may not be modified except in writing signed by the parties. Typewritten or handwritten provisions inserted in this agreement shall control all printed provisions in conflict therewith. This Lease may be executed in counterparts each of which shall be deemed the original.

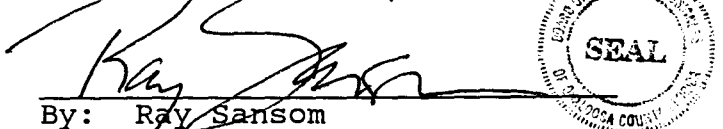
IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the date first mentioned above.

Witnesses:





BOARD OF COUNTY COMMISSIONERS'
OF OKALOOSA COUNTY, FLORIDA



By: Ray Sansom
Its: Chairman



[Handwritten Signature]
[Handwritten Signature]

EMERALD COAST CHILDREN'S
ADVOCACY CENTER, INC.

[Handwritten Signature]
By: David E. Fleet
Its: President

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing GROUND LEASE was acknowledged before me this 29th day of JANUARY, 1998, by Raymond Sanson as Chairman of the Board of County Commissioners of Okaloosa County, Florida, who produced N/A as identification / is personally known by me.

[Handwritten Signature]
Notary Public
My Commission Expires:



Joan C. Whitney
MY COMMISSION # CC601461 EXPIRES
February 11, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing TRIPLE NET/GROUND LEASE was acknowledged before me this 27 day of January, 1998, by David E. Fleet as President of the EMERALD COAST CHILDREN'S ADVOCACY CENTER, INC., who produced personally known as identification / is personally known by me..

[Handwritten Signature]
Notary Public
My Commission Expires:

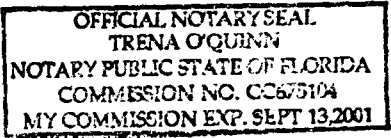


EXHIBIT "A"

LEGAL DESCRIPTION:

COMMENCING AT THE N.W. CORNER OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, RUN N89°29'45"E 472.27 FEET TO THE CENTER-LINE OF BULLOCK BOULEVARD; THENCE SOUTH ALONG SAID CENTER-LINE 167.00 FEET; THENCE DEPARTING SAID CENTER-LINE RUN S89°29'45"W 113.00 FEET; THENCE SOUTH 110.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 150.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF McEWEN DRIVE; THENCE S89°29'45"W ALONG SAID RIGHT-OF-WAY LINE 402.82 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN N05°58'W 150.68 FEET; THENCE N89°29'45"E 188.47 FEET; THENCE SOUTH 6.00 FEET; THENCE N89°29'45"E 19.50 FEET; THENCE NORTH 6.00 FEET; THENCE N89°29'45"E 210.50 FEET TO THE POINT OF BEGINNING. CONTAINING 1.41 ACRES, MORE OR LESS.

M E M O R A N D U M

To: Jon Morris
Contracts & Grants Manager

From: Teresa Ward
Clerk to BCC

Date: February 19, 1998

Subject: Ground Lease for Emerald Coast Child Advocacy Center

Attached is a fully executed original of the **Ground Lease** with the **Emerald Coast Child Advocacy Center**. I have forwarded the second original to Mr. David Fleet. A copy of this document has been placed in our files. Copies have also been sent to Commissioner Ray Sansom and County Attorney John Dowd.