

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/10/2022

Contract/Lease Control #: L17-0458-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: BOOGIES LEASING, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/21/2022

Expiration Date: 06/20/2027

Description of: STORAGE SPACE

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

CERTIFICATE OF INSURANCE

CERTIFICATE DATE: 6-8-2022

CERTIFICATE HOLDER:

Okaloosa County Board of County Commissioners
Destin-Fort Walton Beach Airport Administration
1701 State Road 85 N
Eglin AFB, FL 32542-1498

POLICY HOLDER:

Boogies Leasing, Inc
P.O. Box 1815
Destin, FL 32541

This is to certify that the following policy(s), subject to the terms and conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s) the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

Policy Type: GL - Premises Only

Insurance Company: U. S. Specialty Insurance Company

Policy Number: AP2000576-05

Policy Period: 6/9/2022 to 6/9/2023

Airport Premises Liability – \$1,000,000 Each Occurrence / \$2,000,000 Aggregate / \$100,000 Per Person
Combined Single Limit Bodily Injury and Property Damage

Autos Within Airport Operation Area \$1,000,000 Each Occurrence / Per Person

Contractual Liability \$1,000,000 Each Occurrence / Per Person

Personal and Advertising Injury Liability \$1,000,000 Each Occurrence / Per Person

THE FOREGOING EVIDENCE OF COVERAGE IS NOT VERBATIM OF POLICY CONDITIONS, LIMITATIONS OR LANGUAGE; THE POLICY(S) REPRESENTED BY THIS CERTIFICATE ARE NOT AMENDED IN ANY WAY UNLESS SO STATED ON THIS CERTIFICATE.

Additional Insured - Okaloosa County Board of County Commissioners is included as an Additional Insured for Liability Coverages, but solely with respect to operations of the Named Insured, subject to all policy terms and conditions.

This Certificate is only valid provided that all terms and conditions of the policy have been met by the named insured.

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL ENDEAVOR TO GIVE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

Kimmel Aviation Insurance Agency, Inc.
442 Airport Road
Greenwood, MS 38930 (662) 455-3003 Fax: (662) 455-1611

Authorized Signature

CONTRACT: L17-0458-AP
BOOGIES LEASING, INC.
STORAGE SPACE
EXPIRES 06/20/2027



CONTRACT/LEASE RENEWAL FORM

Date:
Company: Boogies Leasing, Inc
Attn: Ray Watson
Address: P.O. Box 1815
City, St, Zip: Destin, FL 32541
RE: Lease Renewal

CONTRACT: L17-0458-AP
BOOGIES LEASING, INC.
STOAGE SPACE
EXPIRES: 06/20/2027

Dear Mr. Watson,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # L17-0458-AP for an additional term. The contract renewal period will be 6/21/2022 6/20/2027. The annual budgeted amount for this contract is \$1,127.13. All other terms and conditions of the original agreement (including supplemental agreements, amendments and assignments) 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

Dept. Director Tracy A. Stage, A.A.E.
Signature: _____
Digitally signed by Tracy A. Stage, A.A.E.
Date: 2022.06.07 13:03:58 -05'00'

Date: _____
Jeffrey A. Hyde
Approved By: _____
(as prescribed below on item 1)
Digitally signed by Jeffrey A Hyde
Date: 2022.06.09 10:22:55 -05'00'

Date: _____

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

Date: _____

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

AUTHORIZED COMPANY REPRESENTATIVE

Lessee: Ray Watson
Printed Name: Ray Watson
Title: Owner
Date: 5/24/22

CERTIFICATE OF INSURANCE

CERTIFICATE DATE: 6-8-2022

CERTIFICATE HOLDER:

Okaloosa County Board of County Commissioners
Destin-Fort Walton Beach Airport Administration
1701 State Road 85 N
Eglin AFB, FL 32542-1498

POLICY HOLDER:

Boogies Leasing, Inc
P.O. Box 1815
Destin, FL 32541

This is to certify that the following policy(s), subject to the terms and conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s) the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

Policy Type: GL - Premises Only

Insurance Company: U. S. Specialty Insurance Company

Policy Number: AP2000576-05

Policy Period: 6/9/2022 to 6/9/2023

Airport Premises Liability – \$1,000,000 Each Occurrence / \$2,000,000 Aggregate / \$100,000 Per Person
Combined Single Limit Bodily Injury and Property Damage

Autos Within Airport Operation Area \$1,000,000 Each Occurrence / Per Person

Contractual Liability \$1,000,000 Each Occurrence / Per Person

Personal and Advertising Injury Liability \$1,000,000 Each Occurrence / Per Person

THE FOREGOING EVIDENCE OF COVERAGE IS NOT VERBATIM OF POLICY CONDITIONS, LIMITATIONS OR LANGUAGE; THE POLICY(S) REPRESENTED BY THIS CERTIFICATE ARE NOT AMENDED IN ANY WAY UNLESS SO STATED ON THIS CERTIFICATE.

Additional Insured - Okaloosa County Board of County Commissioners is included as an Additional Insured for Liability Coverages, but solely with respect to operations of the Named Insured, subject to all policy terms and conditions.

This Certificate is only valid provided that all terms and conditions of the policy have been met by the named insured.

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL ENDEAVOR TO GIVE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

Kimmel Aviation Insurance Agency, Inc.
442 Airport Road
Greenwood, MS 38930 (662) 455-3003 Fax: (662) 455-1611

Authorized Signature

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/27/2017

Contract/Lease Control #: L17-0458-AP

Bid #: N/A

Contract/Lease Type: LEASE

Award To/Lessee: BOOGIES LEASING, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06-21-2017

Term: 06-20-2022

Description of
Contract/Lease: STORAGE SPACE

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: tstage@co.okaloosa.fl.us

Closed: _____

cc: Finance Department Contracts & Grants Office

CERTIFICATE OF INSURANCE

CERTIFICATE DATE: 6-3-2021

CERTIFICATE HOLDER:

Okaloosa County Board of County Commissioners
Destin-Fort Walton Beach Airport Administration
1701 State Road 85 N
Eglin AFB, FL 32542-1498

POLICY HOLDER:

Boogies Leasing, Inc
P.O. Box 1815
Destin, FL 32541

CONTRACT#: L17-0458-AP
BOOGIES LEASING, INC.
STORAGE SPACE
EXPIRES: 06/20/2022

This is to certify that the following policy(s), subject to the terms and conditions, limitations and been issued by the company(s) indicated below. In the event of material change or cancellation of, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

Policy Type: GL - Premises Only

Insurance Company: U. S. Specialty Insurance Company

Policy Number: AP2000576-04

Policy Period: 6/9/2021 to 6/9/2022

Airport Premises Liability – \$1,000,000 Each Occurrence / \$2,000,000 Aggregate / \$100,000 Per Person
Combined Single Limit Bodily Injury and Property Damage

Autos Within Airport Operation Area \$1,000,000 Each Occurrence / Per Person

Contractual Liability \$1,000,000 Each Occurrence / Per Person

Personal and Advertising Injury Liability \$1,000,000 Each Occurrence / Per Person

THE FOREGOING EVIDENCE OF COVERAGE IS NOT VERBATIM OF POLICY CONDITIONS, LIMITATIONS OR LANGUAGE; THE POLICY(S) REPRESENTED BY THIS CERTIFICATE ARE NOT AMENDED IN ANY WAY UNLESS SO STATED ON THIS CERTIFICATE.

Additional Insured - Okaloosa County Board of County Commissioners is included as an Additional Insured for Liability Coverages, but solely with respect to operations of the Named Insured, subject to all policy terms and conditions.

This Certificate is only valid provided that all terms and conditions of the policy have been met by the named insured.

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL ENDEAVOR TO GIVE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

Kimmel Aviation Insurance Agency, Inc.
442 Airport Road
Greenwood, MS 38930 (662) 455-3003 Fax: (662) 455-1611

Authorized Signature

REVISED CERTIFICATE OF INSURANCE

CERTIFICATE DATE: 1/28/2021

CERTIFICATE HOLDER:

Okaloosa County Board of County Commissioners
Destin-Fort Walton Beach Airport Administration
1701 State Road 85 N
Eglin AFB, FL 32542-1498

POLICY HOLDER:

Boogies Leasing, Inc
P.O. Box 1815
Destin, FL 32541

This is to certify that the following policy(s), subject to the terms and conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s) the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

Policy Type: GL - Premises Only

Insurance Company: U. S. Specialty Insurance Company

Policy Number: AP2000576-03

Policy Period: 6/9/2020 to 6/9/2021

Airport Premises Liability – \$1,000,000 Each Occurrence / \$2,000,000 Aggregate / \$100,000 Per Person
Combined Single Limit Bodily Injury and Property Damage

Autos Within Airport Operation Area \$1,000,000 Each Occurrence / \$100,000 Per Person

Contractual Liability \$1,000,000 Each Occurrence / \$100,000 Per Person

Personal and Advertising Injury Liability \$1,000,000 Each Occurrence / \$100,000 Per Person

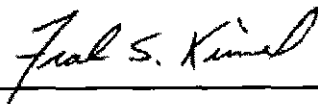
CONTRACT#: L17-0458-AP
BOOGIES LEASING, INC.
STORAGE SPACE
EXPIRES: 06/20/2022

THE FOREGOING EVIDENCE OF COVERAGE IS NOT VERBATIM OF POLICY CONDITIONS, LIMITATIONS OR EXCLUSIONS,
BY THIS CERTIFICATE ARE NOT AMENDED IN ANY WAY UNLESS SO STATED ON THIS CERTIFICATE.

Additional Insured - Okaloosa County Board of County Commissioners is included as an Additional Insured for Liability Coverages, but solely with respect to operations of the Named Insured, subject to all policy terms and conditions.

This Certificate is only valid provided that all terms and conditions of the policy have been met by the named insured.

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL ENDEAVOR TO GIVE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.



Authorized Signature

Kimmel Aviation Insurance Agency, Inc.
442 Airport Road
Greenwood, MS 38930 (662) 455-3003 Fax: (662) 455-1611

**AMENDMENT ONE TO LEASE L17-0458-AP
BOOGIES LEASING, INC. LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Amendment made and entered into this 4th day of October, 2017, hereby approves this First Amendment for lease L17-0458-AP by Boogies Leasing, Inc. ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on June 21, 2017, Lessee entered into an Lease Agreement, L17-0458-AP with the County for Storage Space at the Destin Executive Airport with a current expiration date of June 20, 2022 (hereinafter the "Lease"); and

WHEREAS, inadvertently the incorrect ground lease fee for the storage area was included in the lease; and

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agree as follows:

1. Section 3 a titled "Ground Lease" of L17-0458-AP is hereby replaced in its entirety with the following provision:



Lessee shall pay in advance a ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 4. The ground lease and applicable sales tax will be billed annually, in advance, in October and is payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida, 32542-1498. The lease includes the length of our property that borders Lessees property two hundred and sixty (260) feet long by ten (10) feet wide for a total of TWO THOUSAND SIX HUNDRED (2,600) square feet at FORTY CENTS (\$.40) per square foot per year for a total annual cost of ONE THOUSAND FORTY DOLLARS (\$1,040.00) plus tax.

2. All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the Lease term.

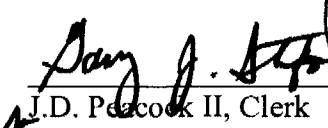
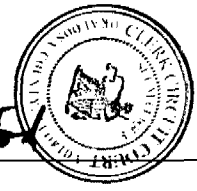
(The remainder of this page intentionally left blank)

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

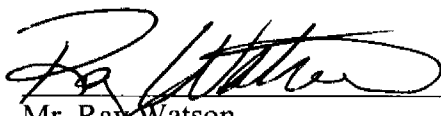
OKALOOSA COUNTY, FLORIDA


Carolyn N. Keichel, Chairman
Date: 4 Oct 2017 

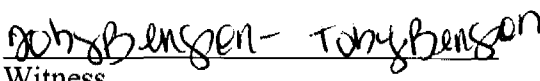
ATTEST:


J.D. Peacock II, Clerk 

LESSEE


Mr. Ray Watson
Date: 09-01-17

ATTEST:


Witness

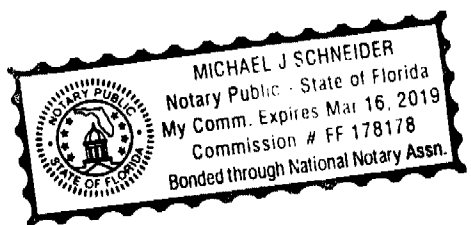

Witness

ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RAYMOND WATSON who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 1ST day of SEP, 2017, AD.



Michael J. Schneider
NOTARY
My Commission Expires: 3/16/19

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: L17-0458-AP Tracking Number: 2285-17

Procurement/Contractor/Lessee Name: Boogie's Leasing, Inc. Grant Funded: YES ☐ NO ☒

Purpose: Amendment One

Date/Term: 6-20-22

1. ☐ GREATER THAN \$50,000

Amount: \$1,040.00 amtl, plus tax

2. ☐ GREATER THAN \$25,000

Department: AP

3. ☐ \$25,000 OR LESS

Dept. Monitor Name: Skye/minier

Purchasing Review

Procurement or Contract/Lease requirements are met:

Ch Paul

Date: 7/5/2017

Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written:

[Signature]

Grants Coordinator

Renee Biby

Date: _____

Risk Management Review

Approved as written:

Krystal King

Risk Manager or designee

Laura Porter or Krystal King

Date: 7-5-17

County Attorney Review

Approved as written:

See approval dated 7/11/2017

County Attorney

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

Date: _____

Following Okaloosa County approval:

Contracts & Grants Office

Document has been received:

Contracts & Grants Manager

Marcella Eubanks, Mindy Kovalsky, Ashley Endris

Date: _____

Charles Powell

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, July 11, 2017 8:44 AM
To: Charles Powell
Cc: Lynn Hoshihara; Stephanie Herrick; Dave Miner
Subject: RE: Amendment One to Boogies Leasing for coordination

This is approved for legal purposes.

From: Charles Powell [mailto:cpowell@co.okaloosa.fl.us]
Sent: Friday, July 07, 2017 11:02 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: Amendment One to Boogies Leasing for coordination

Hi Kerry,

Is this approve for legal sufficiency?

Respectfully,
Charles Powell

From: Dave Miner
Sent: Monday, July 03, 2017 10:29 AM
To: Charles Powell <cpowell@co.okaloosa.fl.us>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>; Stephanie Herrick <sherrick@co.okaloosa.fl.us>; Lianne Clark <lclark@co.okaloosa.fl.us>
Subject: Amendment One to Boogies Leasing for coordination

Charles:

Attached is Amendment Number One to Boogies Leasing, please send out for coordination.
Thank you.

Dave

CERTIFICATE OF INSURANCE

CERTIFICATE DATE: 6/9/2017

CERTIFICATE HOLDER:

Okaloosa County
5749 A Old Bethel, Suite 1
Eglin Air Force Base, FL 32542

POLICY HOLDER:

Boogies Leasing, Inc
PO Box 1815
Destin, FL 32541

This is to certify that the following policy(s), subject to the terms and conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s) the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

Policy Type: Property / Hangar Policy

Insurance Company: Travelers

Policy Number: TBA

Policy Period: 6/9/17 to 6/9/18

Pollution liability coverage

Combined Single Limit

Limits: \$2,000,000 Each Occurrence

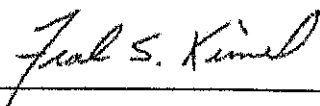
THE FOREGOING EVIDENCE OF COVERAGE IS NOT VERBATIM OF POLICY CONDITIONS, LIMITATIONS OR LANGUAGE; THE POLICY(S) REPRESENTED BY THIS CERTIFICATE ARE NOT AMENDED IN ANY WAY UNLESS SO STATED ON THIS CERTIFICATE.

Additional Insured - Okaloosa County is included as an Additional Insured for Liability Coverages, but solely with respect to operations of the Named Insured, subject to all policy terms and conditions.

This Certificate is only valid provided that all terms and conditions of the policy have been met by the named insured.

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL ENDEAVOR TO GIVE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

Kimmel Aviation Insurance Agency, Inc.
442 Airport Road
Greenwood, MS 38930 (662) 455-3003 Fax: (662) 455-1611


Authorized Signature

CERTIFICATE OF INSURANCE

CERTIFICATE DATE: 6/9/2017

CERTIFICATE HOLDER:

Okaloosa County
5749 A Old Bethel Road
Crestview, FL 32536

POLICY HOLDER:

Boogies Leasing, Inc
P.O. Box 1815
Destin, FL 32541

This is to certify that the following policy(s), subject to the terms and conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s) the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

Policy Type: GL - Premises Only

Insurance Company: U. S. Specialty Insurance Company

Policy Number: AP2000576-00

Policy Period: 6/9/2017 to 6/9/2018

Airport Premises Liability – \$1,000,000 Each Occurrence / \$2,000,000 Aggregate / \$100,000 Per Person
Combined Single Limit Bodily Injury and Property Damage

Autos Within Airport Operation Area \$1,000,000 Each Occurrence / \$100,000 Per Person

Contractual Liability \$1,000,000 Each Occurrence / \$100,000 Per Person

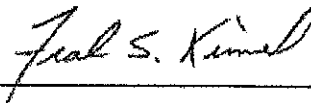
Personal and Advertising Injury Liability \$1,000,000 Each Occurrence / \$100,000 Per Person

THE FOREGOING EVIDENCE OF COVERAGE IS NOT VERBATIM OF POLICY CONDITIONS, LIMITATIONS OR LANGUAGE; THE POLICY(S) REPRESENTED BY THIS CERTIFICATE ARE NOT AMENDED IN ANY WAY UNLESS SO STATED ON THIS CERTIFICATE.

Additional Insured - Okaloosa County is included as an Additional Insured for Liability Coverages, but solely with respect to operations of the Named Insured, subject to all policy terms and conditions.

This Certificate is only valid provided that all terms and conditions of the policy have been met by the named insured.

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL ENDEAVOR TO GIVE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.



Authorized Signature

Kimmel Aviation Insurance Agency, Inc.
442 Airport Road
Greenwood, MS 38930 (662) 455-3003 Fax: (662) 455-1611

Username

[Forgot Username?](#)

Password

[Forgot Password?](#)

Log In

[Create an Account](#)

Search Results

Current Search Terms: boogies* leasing* 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 | Disclaimers | FAPIS.gov |
| Data Access | Accessibility | GSA.gov/IAE |
| Check Status | Privacy Policy | GSA.gov |
| About | | USA.gov |
| Help | | |

IBM v1.P.2.20170623-1606
WWW8

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**Lease# L17-0458-AP
BOOGIES LEASING, INC.
STORAGE SPACE
EXPIRES: 06/20/2022**

LEASE FOR STORAGE SPACE

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

BOOGIES LEASING, INC.

This LEASE FOR STORAGE SPACE, fully executed this 21st day June, 2017, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and BOOGIES LEASING, INC., (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin Executive Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Fence Line Property (Exhibit "A") also shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy and store business items owned by Lessee.

This Lease for Storage Space (hereinafter called "LEASE") is subject to the following terms, covenants, conditions, and agreements to be kept, performed, and observed by the LESSEE.

SECTION 1: TERM

This LEASE shall be for a term of FIVE (5) years and shall take effect on the date of Board approval. Lessee shall have an option to renew this LEASE for one (1) additional five (5) year period with consent of COUNTY.

SECTION 2: IMPROVEMENTS TO COUNTY

Permanent structures may not be installed, erected, or placed within the Leased Premises. Equipment and temporary items may be placed on the lease premises with a maximum height for any items stored on the leased premises of thirty (30) feet.

SECTION 3: RENTALS

a. GROUND LEASE:

LESSEE shall pay in advance a ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 4. The ground lease and applicable sales tax will be billed annually, in advance, in October and is payable to the Okaloosa County, Okaloosa County Airports, 1701 Highway 85 North Suite 1, Eglin Air Force Base, Florida, 32542-1498. The lease includes the length of our property that borders their property two hundred and sixty (260) feet long by ten (10) feet wide for a total of TWO THOUSAND SIX HUNDRED (2600) square feet at FOURTY CENTS (\$.40) per square foot per year for a total annual cost of TWO THOUSAND SIX HUNDRED DOLLARS AND FORTY CENTS (\$2,600.40) plus tax.

b. LATE CHARGES:

If LESSEE fails to pay within THIRTY (30) days of date of billing of invoices by COUNTY for applicable rents and charges as herein described, LESSEE shall then pay interest to the COUNTY at the maximum legal allowable rate authorized by the State of Florida. If any rental fee or other charge remains delinquent for a period of sixty days, LESSOR shall have the option to terminate this Agreement.

SECTION 4: ESCALATION CLAUSE:

The ground lease shall be increased annually to reflect the increase in the Consumer Price Index ("CPI") based on a twelve (12) month September through August average. The "CPI" shall be the revised Consumer Price Index for All Urban Consumers for all items - U. S. City Average, published by the Bureau of Labor Statistics, U. S. Department of Labor, 1982-84 = 100 (CPI-U).

SECTION 5: UTILITIES

COUNTY does not allow any utilities on this area.

SECTION 6: CARE OF LEASED PREMISES

LESSEE shall keep premises neat, clean, and orderly at all times. Lessee agrees to maintain the exterior of the Airport fence to prevent vegetation growth and also ensure the fence maintains its existing purpose. Lessee will not alter the existing airport fence in any way without written approval from County.

SECTION 7: TAXES & ASSESSMENTS

LESSEE shall pay all taxes, assessments, and other similar charges 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, if so authorized, which by law may be levied or assessed against any of the premises occupied by Lessee pursuant to this Lease Agreement, or which may arise out of or are incidental to the conduct of Lessee's operation and activities under this Agreement or by reason of Lessee's occupancy of its facilities or use of County facilities under this Agreement. Lessee shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Lease Agreement.

SECTION 8: ASSIGNMENT AND SUBLEASE

Lessee shall not transfer or assign any interest of this Lease to anyone.

SECTION 9: INSPECTION ON ASSIGNMENT

LESSEE agrees that LESSOR shall have the right to inspect the leased premises and require that the property be repaired or restored to the condition that it existed upon execution hereof. Lessor shall have the right to access Lessee's property by traversing through the Lessee's property if needed to perform maintenance or other activities in the event the Lessee does not or cannot maintain the property to County standards.

SECTION 10: RISK OF DAMAGE TO FENCE LINE

LESSEE assumes the risk of damage to the fence line, whether from windstorm, fire, Lessee error or any other causes whatsoever.

SECTION 11: RIGHTS OF ENTRY RESERVED

COUNTY has the right to inspect the Leased Premises at any time upon reasonable notice.

SECTION 12: INSURANCE

a. LIABILITY:

LESSEE agrees that LESSEE, shall, during the entire term or any extension of this LEASE, keep in full force and effect, a policy or policies of general liability insurance with respect to the Leased Premises. The limits general liability shall not be less than ONE MILLION (\$1,000,000.00) dollars Combined Single Limit (CSL). The COUNTY reserves the right to increase the minimal general liability insurance requirements as circumstances may warrant.

b. ENVIRONMENTAL:

LESSEE agrees to have coverage to include spillage, leakage, seeping, or the like arising from fuel, oil or any toxic substance all of which may be sudden or accidental or over a long period of time. This coverage shall be written on a claim made type basis with minimum limit of TWO MILLION (\$2,000,000.00) dollars Combined Single Limit (CSL).

c. All general liability and environmental coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the COUNTY thirty (30) days prior written notice. Prior to occupying the Leased Premises and annually upon renewal, LESSEE shall furnish COUNTY a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to the Okaloosa County, 5749 A Old Bethel Road, Crestview, FL 32536 and a copy to Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, FL 32542. On request, LESSEE shall deliver an exact copy of the policy or policies including all endorsements.

SECTION 13: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEE is: Boogies Leasing, Inc., Mr. Raymond Watson, P. O. Box 1815, Destin, FL 32541.

SECTION 14: HOLD HARMLESS

To the fullest extent permitted by law, LESSEE shall indemnify hold harmless 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 LESSEE and other persons employed or utilized by the LESSEE in the performance of this lease.

SECTION 15: PROHIBITED ACTIVITY

LESSEE shall not commit or suffer to be committed on said premises, any waste, nuisance, or unlawful act.

SECTION 16: TERMINATION

Either party may terminate this LEASE with thirty (30) days written notice to the other party.

SECTION 17: PLACE OF PAYMENTS

All payments and notices to COUNTY shall be given or mailed to the following address:

OKALOOSA COUNTY
OKALOOSA COUNTY AIRPORTS
1701 HIGHWAY 85 NORTH, SUITE 1
EGLIN AFB, FLORIDA 32542-1498

SECTION 18: CONSTRUCTION AND APPLICATION OF TERMS

The section and paragraph headings in this LEASE are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any portion hereof. The parties have participated jointly in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Lease. Both parties have had an opportunity to have their respective legal counselors review this Lease.

SECTION 19: LEGAL DESCRIPTION

Commencing at a Found Concrete Monument marking the Southeasterly Corner of the most Southerly line of Destin Airport; Thence S53°17'58"W. 549.83 feet to a found Iron Rod and the POINT of Beginning; Thence N36°42'02"W. 10.00 feet, Parallel to the Easterly line of said Destin Airport; Thence N53°17'58"E.260.00 feet; Thence S36°42'03". 10.00 feet; Thence S53°17'58"W. 260.00 feet to the Point of Beginning. Containing 2600 Square feet of land, more or less. Contained in Exhibit "B".

SECTION 20: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 20. It constitutes the entire LEASE of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

(The remainder of this page intentionally left blank)

IN WITNESS, the parties hereto have executed these presents as of the day and year first above written.

OKALOOSA COUNTY, FLORIDA



Carolyn N. Ketchel
Chairman, Board of County Commissioners

Date: 21 June 2017



ATTEST:


J.D. Peacock II
Clerk of Circuit Court



BOOGIES LEASING, INC.



Ray Watson

Date: 6/9/17


WITNESS

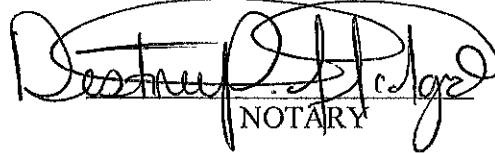

WITNESS

ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RAYMOND WATSON who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 9th day of June, 2017, AD.


NOTARY

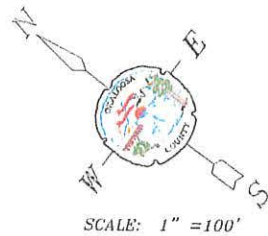
My Commission expires: _____



Exhibit A



Exhibit "B"



SCALE: 1" = 100'

LEGAL DESCRIPTION

Commencing at a Found Concrete Monument marking the Southeasterly Corner of the most Southerly line of Destin Airport;

Thence S53°17'58"W, 549.83 feet to a found Iron Rod and the Point of Beginning;

Thence N36°42'02"W, 10.00 feet, Parallel to the Easterly line of said Destin Airport;

Thence N53°17'58"E, 260.00 feet,

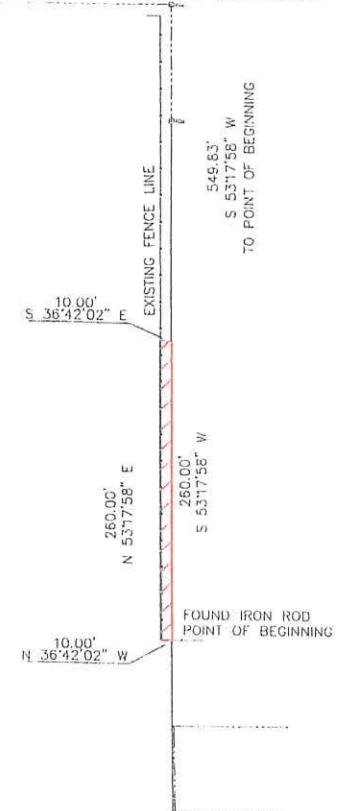
Thence S36°42'02"E, 10.00 feet;

Thence S53°17'58"W, 260.00 feet to the Point of Beginning.


Containing 2600 Square feet of Land, more or less.

EASTERLY PROPERTY LINE OF DESTIN AIRPORT

FOUND CONCRETE MONUMENT
POINT OF COMMENCEMENT



THIS IS NOT A SURVEY, SKETCH WAS PROVIDED TO ACCOMPANY THE LEGAL DESCRIPTION

REVISIONS				OKALOOSA COUNTY ENGINEERING DEPARTMENT		LEGAL DESCRIPTION		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	1759 SOUTH FERDON BLVD. CRESTVIEW, FLORIDA 32536 (850) 423-4833		PROJECT LOCATION	PROJECT NUMBER	
DATE	DESCRIPTION	DATE	DESCRIPTION	MATTHEW D. PICKEL			DESTIN AIRPORT	10787
DATE	DESCRIPTION	DATE	DESCRIPTION	FLORIDA PROFESSIONAL SURVEYOR & MAPPER # 6125				
DATE	DESCRIPTION	DATE	DESCRIPTION					
DATE	DESCRIPTION	DATE	DESCRIPTION					
						The survey depicted herein was prepared in accordance with and exceeds the Minimum Technical Standards for Professional Surveyors and Mappers as defined in Chapter 29-17 of the Florida Administrative Code as set forth by the Florida Board of Professional Surveyors and Mappers pursuant to section 472.007 of the Florida Statutes.		1 OF 1
						NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR & MAPPER		

OKALOOSA COUNTY
ENGINEERING DEPARTMENT
1759 SOUTH FERDON BLVD.
CRESTVIEW, FLORIDA 32536
(850) 423-4833
MATTHEW D. PICKEL
FLORIDA PROFESSIONAL SURVEYOR & MAPPER # 6125



The survey depicted herein was prepared in accordance with and exceeds the minimum technical standards for Professional Surveyors and Mappers as defined in Chapter 32-17 of the Florida Administrative Code as set forth by the Florida Board of Professional Surveyors and Mappers pursuant to section 472.027 of the Florida Statutes.



CA #17

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST


DATE: June 20, 2017
TO: Honorable Chairman and Members of the Board
FROM: Tracy Stage
SUBJECT: Boogies Leasing, Inc. Lease for Storage Space
DEPARTMENT: Airport
BCC DISTRICT: 5

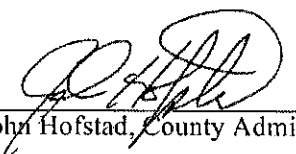
STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for Boogies Leasing, Inc. Lease for Storage Space at the Destin Executive Airport.

BACKGROUND: Boogies Leasing, Inc., Mr. Raymond Watson, requested to lease 260' by 10' of land on the outside of the Airport fence line adjacent to his property for storage space for his company. Airport staff and Mr. Watson negotiated the Lease which was coordinated through County legal. The Boogies Leasing, Inc. certificate of insurance is attached along with the contract and lease internal coordination sheet.

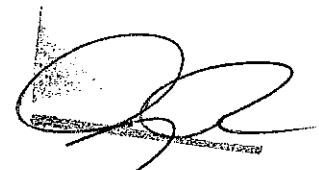
OPTIONS: Approve, Reject or Table.

RECOMMENDATIONS: It is Staff's recommendation that the Board approve the Boogies Leasing, Inc. Lease for Storage Space at the Destin Executive Airport.


Tracy Stage, Airport Director 6/13/2017
RECOMMENDED BY:


John Hofstad, County Administrator 6/13/2017
APPROVED BY:
John Hofstad, County Administrator

SCANNER



CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>(NEW)</u>	Tracking Number: <u>2546-17</u>
Contractor/Lessee Name: <u>Boogies Leasing, INC.</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Lease Land outside Fence</u>	
Date/Term: <u>5 years w/ one 5yr renewal</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$2,600,40 annually</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>Airports</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Stage / Miner</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met:	
<u>Ch - Powell</u> Purchasing Director or designee	Date: <u>6/8/2017</u>

Risk Management Review	
Approved as written:	
<u>[Signature]</u> Risk Manager or designee	Date: <u>6-8-17</u>

County Attorney Review	
See approval dated 6/8/2017	
Approved as written:	
_____ County Attorney	Date: _____

Following Okaloosa County approval:

Contract & Grant	
Document has been received:	
_____ Contracts & Grants Manager	Date: _____

✶ This was previously coordinated (2548-17) on but we made a change. The only change is the amount per the appraisal, Ground lease rate.

Charles Powell

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, June 08, 2017 2:31 PM
To: Dave Miner
Cc: Charles Powell; Lynn Hoshihara; Krystal King; Laura Porter; Stephanie Herrick
Subject: Re: Boogies Leasing Lease

This is approved for legal purposes

Sent from my iPhone

On Jun 8, 2017, at 10:27 AM, Dave Miner <dminer@co.okaloosa.fl.us> wrote:

Ms. Parsons:

. Exhibit B is referenced in Section 19.

Dave

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Thursday, June 08, 2017 10:24 AM
To: Dave Miner <dminer@co.okaloosa.fl.us>; Charles Powell <cpowell@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>; Stephanie Herrick <sherrick@co.okaloosa.fl.us>
Subject: RE: Boogies Leasing Lease

Hey Dave:

There is no reference in the proposed lease to Exhibit B – you'll need to reference it somewhere in the body of the lease, just as you do for Exhibit A.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Thursday, June 08, 2017 11:18 AM
To: Charles Powell

Dave Miner

From: Krystal King
Sent: Tuesday, June 13, 2017 7:59 AM
To: Dave Miner; Laura Porter
Cc: Stephanie Herrick
Subject: RE: COI Boogies Leasing

The COI you sent meets the requirements of the contract.

Krystal King
Okaloosa County
Risk Management
(850)689-5977
Fax (850)689-5973

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 email communication including your email address, may be subject to public disclosure.

From: Dave Miner
Sent: Tuesday, June 13, 2017 7:20 AM
To: Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>
Cc: Stephanie Herrick <sherrick@co.okaloosa.fl.us>
Subject: COI Boogies Leasing

Krystal:

Please review the attached COI for a new Contract Boogies Leasing. The new contract is also attached. Please let us know if COI complies with requirements.

Thank you.

Dave

David E. Miner
Properties and Leases
Okaloosa County Airports
(850) 651-7160 Ext. 4
www.flyvps.com

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

CERTIFICATE OF INSURANCE

CERTIFICATE DATE: 6/9/2017

CERTIFICATE HOLDER:

Okaloosa County
5749 A Old Bethel, Suite 1
Eglin Air Force Base, FL 32542

POLICY HOLDER:

Boogies Leasing, Inc
PO Box 1815
Destin, FL 32541

This is to certify that the following policy(s), subject to the terms and conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s) the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

Policy Type: GL - Premises Only

Insurance Company: U. S. Specialty Insurance Company

Policy Number: TBA

Policy Period: 6/9/2017 to 6/9/2018

Premises Liability

Combined Single Limit Bodily Injury and Property Damage

Limits: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate / \$100,000 Per Person

Autos Within Airport Operation Area

Limits: \$1,000,000 Each Occurrence / \$100,000 Per Person

Contractual Liability

Limits: \$1,000,000 Each Occurrence / \$100,000 Per Person

Personal and Advertising Injury Liability

Limits: \$1,000,000 Each Occurrence / \$100,000 Per Person

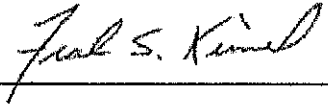
THE FOREGOING EVIDENCE OF COVERAGE IS NOT VERBATIM OF POLICY CONDITIONS, LIMITATIONS OR LANGUAGE; THE POLICY(S) REPRESENTED BY THIS CERTIFICATE ARE NOT AMENDED IN ANY WAY UNLESS SO STATED ON THIS CERTIFICATE.

Additional Insured - Okaloosa County is included as an Additional Insured for Liability Coverages, but solely with respect to operations of the Named Insured, subject to all policy terms and conditions.

This Certificate is only valid provided that all terms and conditions of the policy have been met by the named insured.

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL ENDEAVOR TO GIVE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

Kimmel Aviation Insurance Agency, Inc.
442 Airport Road
Greenwood, MS 38930 (662) 455-3003 Fax: (662) 455-1611


Authorized Signature

CERTIFICATE OF INSURANCE

CERTIFICATE DATE: 6/9/2017

CERTIFICATE HOLDER:

Okaloosa County
5749 A Old Bethel, Suite 1
Eglin Air Force Base, FL 32542

POLICY HOLDER:

Boogies Leasing, Inc
PO Box 1815
Destin, FL 32541

This is to certify that the following policy(s), subject to the terms and conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s) the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

Policy Type: Property / Hangar Policy

Insurance Company: Travelers

Policy Number: TBA

Policy Period: 6/9/17 to 6/9/18

Pollution liability coverage

Combined Single Limit

Limits: \$2,000,000 Each Occurrence

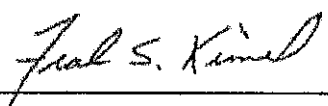
THE FOREGOING EVIDENCE OF COVERAGE IS NOT VERBATIM OF POLICY CONDITIONS, LIMITATIONS OR LANGUAGE; THE POLICY(S) REPRESENTED BY THIS CERTIFICATE ARE NOT AMENDED IN ANY WAY UNLESS SO STATED ON THIS CERTIFICATE.

Additional Insured - Okaloosa County is included as an Additional Insured for Liability Coverages, but solely with respect to operations of the Named Insured, subject to all policy terms and conditions.

This Certificate is only valid provided that all terms and conditions of the policy have been met by the named insured.

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL ENDEAVOR TO GIVE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

Kimmel Aviation Insurance Agency, Inc.
442 Airport Road
Greenwood, MS 38930 (662) 455-3003 Fax: (662) 455-1611


Authorized Signature