

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/22/2015

Contract/Lease Control #: L15-0422-WS

Bid #:

Contract/Lease Type: LEASE

Award To/Lessee: OFFICE OF CRIMINAL CONFLICT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2015

Term: 06/30/2018 W/2-ONE YEAR RENEWALS

Description of Contract/Lease: SPACE LEASE SECOND FLOOR SE QUAD

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7171

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

Closed: _____

cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: 415-0422-WS Tracking Number: 136215
New lease

Grant Funded: YES ___ NO ___

Contractor/Lessee Name: Office of Criminal Conflict

Purpose: Lease office space in WS Bldg

Date/Term: 7/1/15 - 6/30/18 w/ 2-oneyr renewals

Amount: \$1,883.67 / month

Department: WS

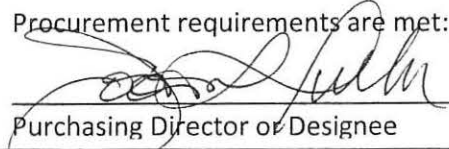
Dept. Monitor Name: Litthell / Kelpatrick

1. GREATER THAN \$50,000
2. GREATER THAN \$25,000
3. \$25,000 OR LESS

Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

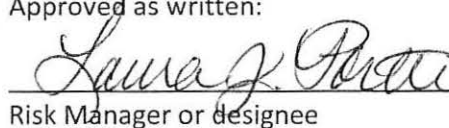
Procurement requirements are met:

 Date: 5-26-15

Purchasing Director or Designee Joanne Kublik or Sunnie Estes

Risk Management Review

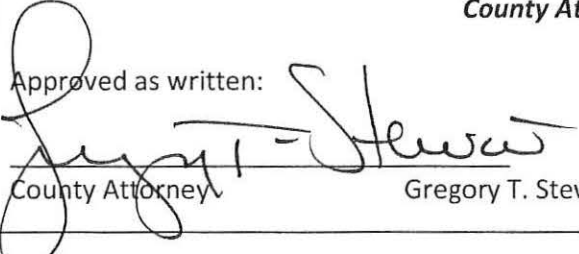
Approved as written:

 Date: 6/3/15

Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written:

 Date: 6-2-15

County Attorney Gregory T. Stewart or Lynn Hoshihara

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date: _____

To Kim via courier 6/3/15

LEASE AGREEMENT

This **LEASE AGREEMENT** made as of this ^{16th} day of June, 2015, between **OKALOOSA COUNTY, FLORIDA**, with its principal place of business located at 1804 Lewis Turner Blvd., Fort Walton Beach, Florida 32547 (hereinafter referred to as Lessor), and Office of Criminal Conflict and Civil Regional Counsel, Region 1, 227 N. Bronough St., Suite 1125, Tallahassee, FL 32301 (hereinafter referred to as Lessee).

For and in consideration of the rental herein reserved, and of the covenants, conditions, agreements, and stipulations of the Lessee hereinafter expressed, the parties agree as follows:

1. **Premises.** The Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described premises:

(a) The office space located in the southeast quadrant of the second floor of the Okaloosa County Water & Sewer Building – 1804 Lewis Turner Blvd., Fort Walton Beach, FL 32547, hereinafter referred to as "Leased Premises" and more particularly described in **EXHIBIT A**.

(b) Together with the right to use in common with Lessor, its employees, invites, and customers, and Lessor's other tenants and their employees, invites, and customers, the parking areas provided by the Lessor, its successors, or assigns, in the designated areas for the parking of automobiles, which are contiguous to the building in which the Leased Premises are located; provided that the Lessor retains the right to make reasonable rules and regulations with reference to the use of said parking area, including the right to provide for certain reserved parking as, from time to time, determined by the Lessor, and particularly provided that employees, agents, and principals of Lessee shall park in designated areas so as to assure Lessor's other tenants and Lessor's customers and visitors convenient and proximate parking contiguous to the building or buildings in which its tenants are located.

(c) Lessee also has the right to use the other common areas within the building, including restrooms, hallways, stairwells and elevator.

(d) Lessee will be given access to the Leased Premises, as needed, outside normal business hours.

(e) Lessee acknowledges that Lessee has inspected the Leased Premises and hereby accepts same in "as is" condition and further acknowledges that Lessor has made no warranties and/or representations regarding the condition of the Leased Premises.

(f) This Lease also includes the use of furnishings within the Leased Premises as outlined in **EXHIBIT B**. At the termination of this Lease, these furnishings shall remain.

(g) Lessee will have first right of refusal for the adjoining suite when it becomes available.

2. Term.

(a) The term of this Lease shall be for three (3) years commencing on the 1st day of July, 2015 and terminating on the 30th day of June, 2018. This Lease may be extended, with the consent of Lessor, for two (2) additional terms of one (1) year each. Lessee may terminate this Lease due to extraordinary circumstances as approved by Lessor with 60 days' written notice, which approval shall not be unreasonably withheld. Lessor may terminate this Lease upon 60 days' written notice to Lessee.

(b) During the final four (4) months of each Lease term, Lessor shall be permitted to show prospective tenants the leased premises upon giving Lessee twenty-four (24) hours' notice.

3. **Rental.** Lessee hereby covenants and agrees to pay to the Lessor at the address above, or at such other place as the Lessor may from time to time designate in writing, as rental for the Leased Premises during the term of this Lease, an annual rental, payable monthly in advance, beginning on the first day of commencement of this Lease and continuing on the same day of each month thereafter for the entire term of this Lease as follows:

- (a) \$1,883.67 per month during the term of this Lease;
- (b) Pursuant to section 215.422, F.S., the rent shall be payable the month following the month of occupancy. Lessor agrees to invoice Lessee each month. The invoice may be sent on or after the 20th of the month for the rental period and the Lessee will process the invoice in accordance with State purchasing rules and guidelines
- (c) Lessee, in accordance with State of Florida regulations, will process Lessor's invoice within a maximum of forty five (45) days from the receipt of invoice.

Attached as **EXHIBIT C** is the square-foot calculation.

4. **Use of Premises.** The Lessee shall use Leased Premises for routine office activities and for no other purpose whatsoever. Lessee shall comply with all present and future laws or ordinances applicable to the Leased Premises and shall not commit or suffer waste on the Leased Premises, or use or permit anything on the Leased Premises which may be illegal, or constitute a private or public nuisance, or conflict with or invalidate or increase the cost of any of Lessor's fire and extended coverage insurance, or which may be dangerous to persons or the property of the Lessor or other tenants of Lessor's building, their agents, servants, employees, and customers. Notwithstanding the foregoing, Lessee's causing an increase in the cost of any of Lessor's fire and extended insurance is curable by Lessee's payment of such increase in cost.

5. Repairs, Maintenance, and Changes by Lessee.

(a) The Lessee shall make all necessary repairs to the interior of the Leased Premises, including window and plate glass and the fixtures and equipment therein or used in connection therewith, including the maintenance of all fixtures and equipment located within the Leased Premises, which repairs shall be in quality and class equal to the original work, in order to maintain the Leased Premises, fixtures, and equipment in good condition and repair;

provided, however, that the Lessee shall be responsible for any painting, carpeting, or any repair necessitated by the Lessee's neglect or omission. If Lessee fails to perform its obligations of maintenance or repair hereunder, Lessor is authorized to come onto the Leased Premises, make such repairs, and upon billing to the Lessee by the Lessor, Lessee shall reimburse the Lessor for the costs of such repairs plus interest thereon at the lesser of the highest legal rate allowed in the State of Florida or 10 points above the prime rate of interest charged by Regions Bank or its successor. Upon the expiration of or prior termination of this Lease, the Lessee shall remove all property of the Lessee from the Leased Premises, except plumbing and other fixtures and leasehold improvements which may have been installed by the Lessee and except as otherwise provided in this Lease, and surrender the Leased Premises to the Lessor "broom clean" in as good order and condition as they were upon Lessee commencing business, or were placed by Lessee thereafter, ordinary wear and tear and damage by fire excepted. Any property left on the Leased Premises after the expiration or other termination of this Lease may be disposed of by Lessor in any manner and without any liability to the Lessee.

(b) The Lessee shall not make any changes, alteration, additions, or improvements to the Leased Premises without the written consent of the Lessor.

(c) The Lessee shall maintain the plumbing and heating lines, and all repairs to the plumbing and heating lines shall be at the expense of the Lessee.

6. *Utilities.* All electric, light, heat, power, fuel, gas, and solid waste assessments shall be paid by the Lessee for the benefit of the Leased Premises. Lessee will be responsible for providing and paying for telephone and internet access. Lessor shall be permitted to inspect the Leased Premises from time to time to assure that Lessee is complying with this provision.

7. *Janitorial Services.* Lessee agrees to keep all rubbish and garbage in containers while on the Leased Premises and shall dispose of all of such rubbish and garbage in the dumpster or other containers as required by the garbage service. The Lessee shall perform and provide for all of Lessee's janitorial services required on the Leased Premises.

8. *Damage to Lessee's Property or Premises.*

(a) The Lessor and its agents shall not be liable in damages, by abatement in rent or otherwise, for any damage either to the person or the property of the Lessee, or for the loss of or damage to any property of the Lessee by theft or from any other cause whatsoever, whether similar or dissimilar to the foregoing. The Lessor or its agents shall not be liable for any injury or damage to persons or property, or loss or interruption to business resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the building, or from the pipes, appliances, or plumbing works, or from the roof, street, or subsurface, or from any other place, or by dampness, or by any cause of whatsoever nature; nor shall the Lessor or its agents be liable for any damage caused by other tenants or persons in said building, or caused by operations in construction of any private or public or quasi-public work. None of the limitations of the liability of Lessor or its agents provided for in this subsection (a) shall apply if such loss, injury, or damages are proximately caused by

the gross negligence or breach by the Lessor, its agents, employees, or independent contractor.

(b) *Lessee's Liability for Damage to Lessor's Property.* The Lessee shall be liable for any damage to the Leased Premises therein which may be caused by its act or negligence, or the acts of his agents, employees, or customers, and the Lessor may, at its option, repair such damage, and the said Lessee shall thereupon reimburse and compensate the Lessor as additional rent, within five (5) days after rendition of a statement by the Lessor, for the total cost of such repair and damage, except as hereinafter provided in paragraph 10(d).

9. Indemnity, Liability Insurance, Building Insurance, Waiver of Subrogation

(a) The Lessee hereby indemnifies and agrees to hold the Lessor harmless and free from damages sustained by person or property, and against all claims of third persons for damages arising out of the Lessee's use of the Leased Premises, and for all damages and monies paid out by Lessor in settlement of any claim or judgments, as well as for all expenses and attorneys' fees incurred in connection therewith.

(b) Lessee is a State of Florida government agency. The State of Florida is self-insured. Lessee shall provide Lessor with documentation to this effect.

10. Damage or Destruction to Premises

(a) If the Leased Premises, or any portion thereof, shall be damaged during the term by fire or any casualty insurable under the standard fire and extended coverage insurance policies, but are not wholly untenable, the Lessor shall repair and/or rebuild the same as promptly as possible, provided that the proceeds from Lessee's insurance policies are available to Lessor. If the Lessee's insurance policy proceeds are insufficient to repair the Leased Premises, then either party has the option to immediately terminate the Lease. The Lessor shall not be required to repair or rebuild any fixtures, installations, improvements, or leasehold improvements made to the interior of the Leased Premises by Lessee, nor Lessee's exterior signs. Such repairs and/or replacements are to be made by Lessee.

(b) If the Leased Premises are rendered wholly untenable by fire or other cause, or if the Leased Premises or the building in which they are located should be damaged or destroyed by fire or other casualty, to the extent of fifty per cent (50%) or more of the monetary value of either thereof, whether the Leased Premises themselves be damaged or not, or so that fifty per cent (50%) or more of the floor space contained in either thereof shall be rendered untenable, then Lessor may, at its option, terminate this Lease or elect to repair or rebuild the same. In any of the foregoing instances, the Lessor shall notify the Lessee as to its election within sixty (60) days after the casualty in question. If the Lessor elects to terminate this Lease, then the same shall terminate three (3) days after such notice is given, and the Lessee shall immediately vacate the Leased Premises and surrender the same to the Lessor, paying the rent to the time of such vacation and surrender, subject to an equitable abatement from the time of said damage. If the Lessor does not elect to terminate

this Lease, the Lessor shall repair and/or rebuild the leased premises as promptly as possible, subject to any delay from causes beyond its reasonable control, and the term shall continue in full force and effect, subject to equitable abatement in the fixed minimum monthly rental from the time of said damage or destruction until Leased Premises are repaired or restored.

11. *Default.*

(a) If the Lessee shall, at any time, be in default of the payment of either rent or any payments required of Lessee hereunder or any part thereof, for more than ten (10) days after the same shall be due hereunder, regardless of whether demand has been made therefore, or if Lessee shall be in default of any of the other covenants and conditions of this Lease to be kept, observed, and performed by Lessee for more than thirty (30) days after the giving of written notice by the Lessor to the Lessee of such default, or if Lessee shall vacate or abandon the premises, or fail to take possession of the premises and actively operate its business therein, or if Lessee shall be adjudged a bankrupt, or if a receiver or trustee shall be appointed and shall not be discharged within thirty (30) days from the date of such appointment, then and in any such events the Lessor may re-enter the Leased Premises by summary proceedings or otherwise, and thereupon may expel all persons and remove all property therefrom, without becoming liable to prosecution therefore, and may, among other remedies, elect:

(i) To relet the Leased Premises as the agent of the Lessee, and reserve the rent therefrom, applying the same first to the payment of the reasonable expense of such re-entry, and then to the payment of the rent accruing hereunder; but whether or not the Leased Premises are relet, the Lessee shall remain liable for the equivalent of all rent and other charges provided for under this Lease, plus the cost of reletting, if any, which said amount shall be due and payable to the Lessor as damages, or rent, as the case may be, on the successive monthly rent days herein above provided; or

(ii) To terminate this Lease and immediately resume possession of the Leased Premises, wholly discharged from any obligations under the term of this Lease, and may re-enter and repossess said premises, free from any and all claims on the part of the Lessee. Termination of the Lease does not discharge or in any way affect Lessee's obligation to pay Lessor all the rents or other charges or payments accruing under the Lease up to the date of termination except pursuant to paragraph 27 of this Lease.

(b) Lessor shall not be in default unless it fails to perform the obligations required of Lessor by this Lease Agreement within thirty (30) days after written notice by Lessee to Lessor specifying which obligation(s) Lessor has failed to perform. Provided, however, that if the nature of the specified obligation(s) is such that more than thirty (30) days are required for performance, then Lessor shall not be in default if it commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. If Lessor has not cured or commenced to cure the default set forth in said notice within said 30-day period,

Lessee may at his option either (i) cure such default and deduct the reasonable costs and expenses incurred from the next and succeeding rent payment(s) or (ii) cancel this Lease and, in such event, this Lease shall thereupon cease, terminate, and come to an end with the same force and effect as though the original demised term had expired at that time.

12. **Subletting and Assigning.** The Lessee shall not sublet any portion of the Leased Premises nor assign this Lease in whole or in part without the written consent of the Lessor as to both the terms of such assignment or sublease and the identity of such assignee or sublessee, and in the event of a subletting so approved by Lessor, Lessee shall nevertheless remain obligated to Lessor under the terms of this Lease Agreement.

13. **Signs.** The Lessee shall not install nor maintain any sign anywhere on the property constituting the Leased Premises whether neon, translucent, plastic, or otherwise, unless plans and specifications shall first be submitted to Lessor in writing, and the Lessor shall have the right to direct and determine the size, content, design, construction, and location of such sign on the premises.

14. **Quiet Enjoyment.** The Lessor covenants and agrees with the Lessee that upon the Lessee paying the said rent and performing all the covenants and conditions aforesaid on the Lessee's part to be observed and performed, the Lessee shall and may peaceably and quietly have, hold, and enjoy the premises hereby leased, for the term aforesaid; subject, however, to the terms of this Lease, any mortgage, or other instruments now or hereafter created by the Lessor.

15. **Notices.** All notices to be given under this Lease shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All notices mailed as herein provided shall be deemed received two (2) days after mailing. Notices to Lessor shall be sent to the address set forth in the preamble hereof or such other address as the Lessor may specify in written notice to Lessee. Notices to Lessee shall be sent to: The Administrative Services Director for the Office of Criminal Conflict and Civil Regional Counsel, 1st DCA, at the mailing address of the Leased Premises, or such other addresses as the Lessee may specify in written notice to Lessor.

16. **Interest and Penalties.** For any invoices not paid within the time limits established by statute or regulation, interest and penalties will be assessed according to law. [NOTE: There are penalties in the form of interest imposed on an agency that does not process invoices within the time limits described in Florida Statutes.]

17. **Expense of Enforcement.** If either Lessor or Lessee should prevail in any litigation by or against the other party related to this Lease, or if either party should become a party to any litigation instituted by or against the other with respect to any third party, then as between Lessor and Lessee, the losing party shall indemnify and hold the prevailing party harmless from all costs and reasonable attorneys' fees incurred by the prevailing party in connection with such litigation.

18. **Inspection.** Lessee will permit Lessor, its agents, employees, and contractors to enter all parts of the Leased Premises to inspect the same and to enforce or carry out any provisions of this Lease.

19. **Non-Waiver.** Lessor's or Lessee's failure to insist upon strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right, or option, but the same shall remain in full force and effect.

20. **Captions.** The captions and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Lease.

21. **Applicable Law.** This Lease shall be governed by and construed under the laws of the State of Florida. The venue for any action relating to the construction, interpretation, or enforcement of this Lease shall be in Okaloosa County, Florida. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease.

22. **Successors.** This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, its successors, and assigns; and shall be binding upon Lessee, its heirs, executors, administrators, successors, and assigns; and shall inure to the benefit of Lessee and only such assigns of Lessee to whom the assignment by Lessee has been consented to by Lessor.

23. **Force Majeure.** The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, including the performance of Lessor's and Lessee's work, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party, other than lack of monies or inability to procure monies to fulfill its commitment or obligation under this Lease; *provided, however,* that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay. The provisions of this Item 23 shall not operate to excuse Lessee from prompt payment of rent, additional rent, or any other payments required by the terms of this Lease.

24. **Amendments in Writing.** This Lease and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Leased Premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or

addition to this Lease shall be binding upon Lessor and Lessee unless reduced to writing and signed by both parties.

25. **Authority.** Lessee, if a corporation, warrants and represents to Lessor that Lessee's execution of this Lease has been duly authorized by the Lessee's Board of Directors.

26. **Copies.** This Lease shall be executed in multiple copies, any one of which may be considered and used as an original.

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

OKALOOSA COUNTY, FLORIDA

[Handwritten Signature]



Nathan D. Boyles, Chairman
Board of County Commissioners

Date: 6-16-15

ATTEST:



[Handwritten Signature]
J.D. Peacock, II, Clerk and Comptroller

OFFICE OF CRIMINAL CONFLICT
AND CIVIL REGIONAL COUNSEL

[Handwritten Signature]
JEFFREY E. LEWIS
Print Name and Title

Date: 6-15-15

Witnesses:

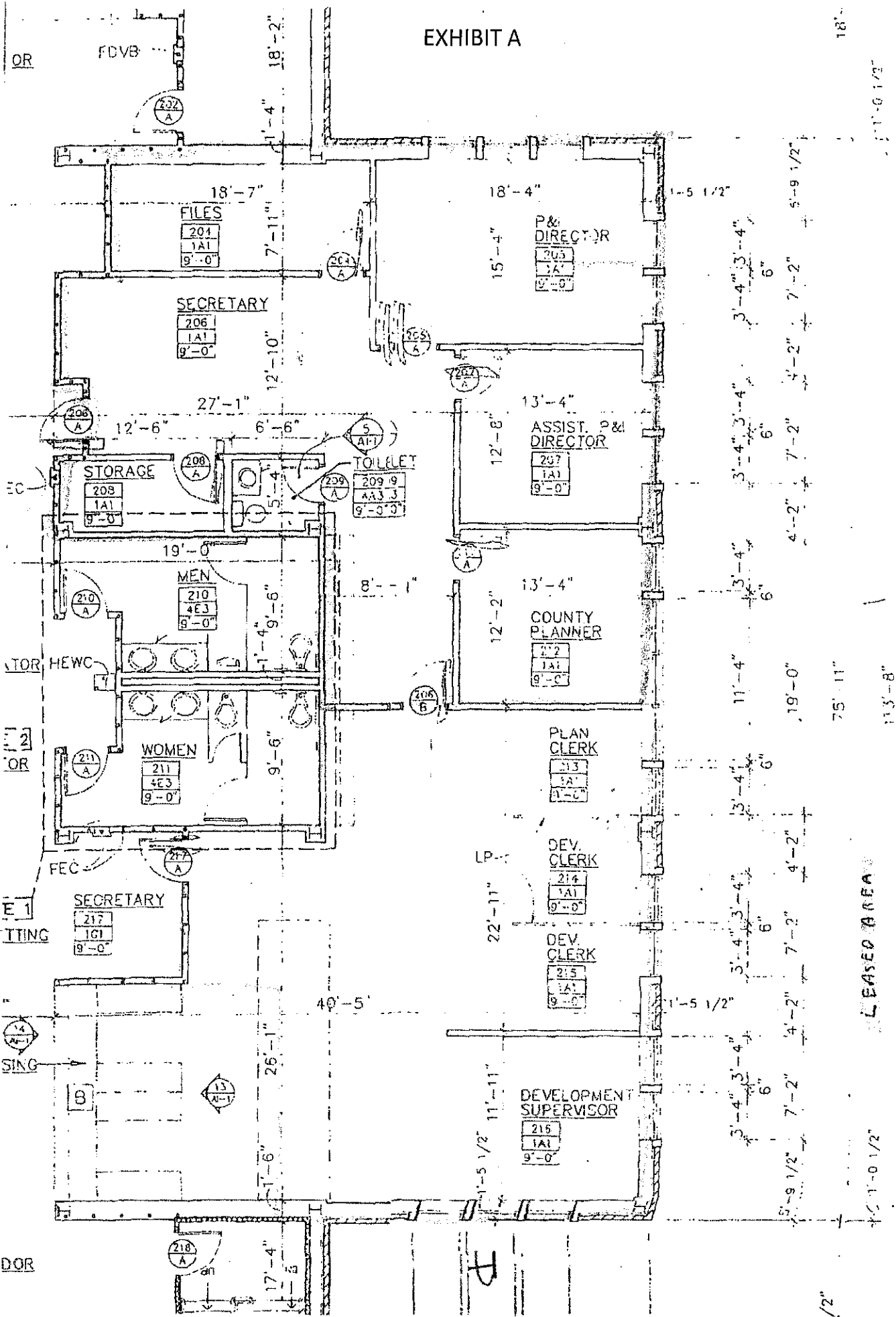
[Handwritten Signature]
Signature

TERESA WARD
Print Name

Signature

Print Name

EXHIBIT A



LEASED AREA

EXHIBIT B

The following items are included in the attached lease and are for the use of the tenant during the lease period only. Upon expiration or termination of the lease this furniture shall remain in the leased space.

1. Receptionist Area
 - A. L Shaped desk with chair
2. Conference Room
 - A. Conference table with 6 – 8 chairs
3. Office 1
 - A. Desk
 - B. Credenza
 - C. Bookshelf
 - D. Chair
4. Office 2
 - A. Desk
 - B. Credenza
 - C. Bookshelf
 - D. Chair
5. Extra Chairs (visitor)

EXHIBIT C

OCWS Building

6/4/2012

Rent for Southeast quadrant second floor (net of storage cage & Foyer)

Overall actual office space	42x27	1,134
	9x23	207
		1,341

25% of Total second floor SE quadrant (sq ft)	2,253
Less: Adjustment (4x42 foot section included in NE quadrant)	168
Actual Gross square footage SE quadrant	2,085

Overall actual office space	1,341
Common area	744
Actual Gross square footage SE quadrant	2,085

actual office Sq feet not rented Cage & Foyer (272+90)	362
Net actual office space rented	979

% of actual office area not used	26.99%
Common area used (of SE quadrant)	73.01%
Common area sq footage allocation	543

Net square feet rented	979
Add common area allocation	543
Total square feet for lease	1,522

Current annual rate	\$ 14.85	\$ 22,604.06
rent per month		\$ 1,883.67



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

**STATE RISK MANAGEMENT
TRUST FUND**

Policy Number: WC-5800 State Employee Workers' Compensation
and Employer's Liability
Certificate of Coverage

Name Insured: Regional Counsels

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B \$200,000.00 each person
\$300,000.00 each occurrence

Inception Date: July 1, 2014

Expiration Date: July 1, 2015

A handwritten signature in black ink, appearing to read "Jeff Stewart".

CHIEF FINANCIAL OFFICER



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: GL-5800 General Liability
Certificate of Coverage

Name Insured: Regional Counsels

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person
 \$300,000.00 each occurrence

Inception Date: July 1, 2015

Expiration Date: July 1, 2016

A handwritten signature in black ink that reads 'Jeff Stewart'.

CHIEF FINANCIAL OFFICER

