

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01-08-2018

Contract/Lease Control #: L18-0462-PW

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: EMERALD COAST CHILDREN'S ADVOCACY CENTER, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2018

Expiration Date: 12/31/2028 W/2 FIVE YR RENEWALS

Description of Contract/Lease: LEASE AT 401 MCEWEN DRIVE

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-6889-5770

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

Closed:

Cc: Finance Department Contracts & Grants Office



EMERA-2

OP ID: WH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2018

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

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

PRODUCER Niceville Insurance Agency 109 Bullock Blvd Niceville, FL 32578 Garrett Floyd	850-729-2131	CONTACT NAME: Garrett Floyd PHONE (A/C, No, Ext): 850-729-2131 FAX (A/C, No): 850-729-2134 E-MAIL ADDRESS: garrett@niafl.net
INSURED Emerald Coast Childrens Advocacy Center Inc PO Box 1237 Niceville, FL 32588-1237		INSURER(S) AFFORDING COVERAGE INSURER A: Tower Hill Ins Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 11027

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		EBP0002607	05/28/2017	05/28/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property Section			EBP0002607	05/28/2017	05/28/2018	Contents 250,000

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

Certificate Holder has been listed as Additional Insured for General Liability purposes.

Contract # L18-0462-PW
EMERALD COAST CHILDREN'S ADVOCACY
LEASE AT 401 MCDEWEN DR
EXPIRES: 12/31/2028 W/2 5 YR RENEWALS

CERTIFICATE HOLDER**CANCEL**

OKALO27

Okaloosa County Board of
County Commissioners
1250 N Eglin Pkwy
Shalimar, FL 32579

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

AUTHORIZED REPRESENTATIVE

Username

[Forgot Username?](#)

Password

[Forgot Password?](#)[Log In](#)[Create an Account](#)

Search Results

Current Search Terms: emerald* coast* children's advocacy* center* inc.*

Your search for "emerald* coast* children's advocacy* center* inc.*" returned the following results...	
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.	
Entity	EMERALD COAST CHILDREN'S ADVOCACY CENTER, INC.
DUNS: 826198280	CAGE Code: 69KB4
Has Active Exclusion?: No	DoDAAC:
Expiration Date: 12/27/2018	Debt Subject to Offset? No
Purpose of Registration: All Awards	View Details



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WWW1

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

Procurement/Contract/Lease Number: <u>TBD</u>	Tracking Number: <u>212178</u>
Procurement/Contractor/Lessee Name: <u>Emerald Coast Children's Advocacy Center</u>	Grant Funded: YES <input type="checkbox"/> NO <input type="checkbox"/>
Purpose: <u>Lease</u>	
Date/Term: <u>1-1-43</u>	1. <input type="checkbox"/> GREATER THAN \$100,000
Amount: <u>\$1 per year</u>	2. <input type="checkbox"/> GREATER THAN \$50,000
Department: <u>PW</u>	3. <input type="checkbox"/> \$50,000 OR LESS
Dept. Monitor Name: <u>Aulny</u>	

Purchasing Review	
Procurement or Contract/Lease requirements are met: <u>DeRita Mason</u>	
Purchasing Director or designee	Date: <u>11-21-17</u> Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)	
Approved as written: <u>NA</u>	
Grants Coordinator	Date: _____ Renee Biby

Risk Management Review	
Approved as written: <u>see email attached</u>	
Risk Manager or designee	Date: <u>4-18-17</u> Laura Porter or Krystal King

County Attorney Review	
Approved as written: <u>see email attached</u>	
County Attorney	Date: <u>11-20-17</u> Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:	
Clerk Finance	
Document has been received:	
Finance Manager or designee	Date: _____

Zan Fedorak

From: Krystal King
Sent: Monday, April 17, 2017 6:54 AM
To: Zan Fedorak
Subject: RE: Lease with Emerald Coast Children's Advocacy Center

This looks fine now.

Thanks.

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: Zan Fedorak
Sent: Friday, April 14, 2017 2:40 PM
To: Krystal King <kking@co.okaloosa.fl.us>
Cc: Laura Porter <lporter@co.okaloosa.fl.us>
Subject: RE: Lease with Emerald Coast Children's Advocacy Center

Good Afternoon Krystal,

Sorry for the delay on returning this one, I have added insurance language that maintains the \$1M GL limits. Please review and let me know if there are any changes required. I have also edited to remove Section 7.

Thanks,
Zan

From: Krystal King
Sent: Thursday, March 16, 2017 2:22 PM
To: Zan Fedorak <zfedorak@co.okaloosa.fl.us>
Cc: Laura Porter <lporter@co.okaloosa.fl.us>
Subject: RE: Lease with Emerald Coast Children's Advocacy Center

We have reviewed this lease and really feel that it would be in everyone's best interest to carry the \$1,000,000 GL limits. So if we can do an amendment at this time we need to.

Also in the lease in Section 7 it mentions a hangar and aircraft liability...is that in error or is there a hangar they are leasing?

Krystal King
Okaloosa County
Risk Management

Zan Fedorak

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, November 20, 2017 1:48 PM
To: Zan Fedorak
Cc: Hoshihara, Lynn
Subject: RE: Children's Advocacy Center Lease

Good Afternoon Zan:

This is approved for legal sufficiency to go before the BOCC for its review and determination.

From: Zan Fedorak [mailto:zfedorak@co.okaloosa.fl.us]
Sent: Monday, November 20, 2017 1:56 PM
To: Parsons, Kerry
Cc: Hoshihara, Lynn
Subject: RE: Children's Advocacy Center Lease

Good Afternoon Kerry,

I have accepted your revisions. Please see attached for final review

Thanks,
Zan

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Tuesday, November 7, 2017 9:49 AM
To: Zan Fedorak <zfedorak@co.okaloosa.fl.us>
Cc: Hoshihara, Lynn <lhoshihara@ngn-tally.com>
Subject: RE: Children's Advocacy Center Lease

Please see the attached revisions and comments.

From: Zan Fedorak [mailto:zfedorak@co.okaloosa.fl.us]
Sent: Tuesday, November 07, 2017 10:11 AM
To: Parsons, Kerry
Cc: Hoshihara, Lynn
Subject: FW: Children's Advocacy Center Lease

Kerry,

I don't think we ever finalized this one. Can you please take a look?

Thanks,
Zan

From: Zan Fedorak
Sent: Thursday, September 14, 2017 1:40 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>

LEASE WITH
EMERALD COAST CHILDREN'S ADVOCACY CENTER, INC.

This lease agreement is executed and entered into this 2nd day of January, 2018, by and between, Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Lessor", whose principal address is 1250 N Eglin Parkway, Shalimar, Florida, 32579 and Emerald Coast Children's Advocacy Center, Inc., hereinafter referred to as "Lessee", a Florida Corporation, certified to do business in the State of Florida, whose principal address is 401 McEwen Drive, Niceville, Florida 32578.

WITNESSETH:

WHEREAS, the Board of County Commissioners has advertised certain real property for lease in accordance with section 125.35, Florida Statutes; and

WHEREAS, the Emerald Coast Children's Advocacy Center, Inc. has responded to the County's advertisement of real property; and

WHEREAS, the Board of County Commissioners determines that it is in the best interest of the County and the best use of the property to Lease to the Emerald Coast Children's Advocacy Center.

NOW THEREFORE the Lessor and Lessee, for the consideration herein set forth, agree as follows:

SECTION ONE
Leased Property

1.1 Lessor does hereby lease certain real property, approximately 1.41 acres as indicated by the legal description in the attached and incorporated Exhibit A, located at 401 McEwen Drive, Niceville, Florida, 32578, Okaloosa County, State of Florida ("Leased Premises"), to Lessee for the following purposes:

- a. Child advocacy and all related services.
- b. No other use is authorized for any portion of the Lease Premises.

SECTION TWO
Lease Term

2.1 The initial term of the Lease shall begin on January 1, 2018, and end on December 31, 2028.

2.2 This Lease may be renewed and extended for two (2) five (5) year renewals with the mutual consent of both parties. Lessee must indicate its intent to seek renewal of this Lease by giving notice to the Lessor at least thirty (30) days prior to the expiration of the initial term.

SECTION THREE

Rent

3.1 A lease of \$1 per year is established for the approximately 1.41 acres as depicted on Exhibit A. The Lessee shall pay to Lessor at 1250 North Eglin Pkwy, Shalimar, Florida 32579 the lease amount of \$1 for the entire year. Rent shall be due and payable in advance of the first day of the Lease period of each year.

3.2 If Lessee fails to pay the lease when due, Lessee shall then pay interest to the Lessor 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 ten (10) days after written notice has been given, Lessor shall have the option of terminating this Agreement as set forth in Section twenty-eight (28) below.

3.3 In addition, Lessee shall pay any and all taxes, assessments, charges, costs and expenses that may be due as a result of this Lease, together with all interest and penalties that may accrue thereon. In the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of the Lessee or failure by the Lessee to comply with the terms and conditions of this Lease shall be deemed to be additional rent, and in the event of non-payment, Lessor shall have all rights and remedies as herein provided for failure to pay rent.

SECTION FOUR

Utilities

4.1 The Lessee agrees to pay all charges for utility services and costs of installations, including water, heat, light, power, sewage and garbage.

SECTION FIVE

Improvements to Lessor

5.1 Any and all improvements hereafter installed, erected, or placed within the Leased Premises, including alterations and repairs shall become, upon the termination of this Lease for any cause, the absolute and sole property of the Lessor and shall not be removed from the Leased Premises. If on termination of this Lease, Lessee is not in default, Lessee shall have the right to remove from the Leased Premises any equipment or trade fixtures that can be removed without damage to the Leased Premises (and if any damage does occur on any such removal, Lessee shall promptly repair the same).

SECTION SIX

Building, Alterations and Permits

6.1 Lessee shall at its expense apply for and obtain any and all building, construction, or other permits and licenses to build, repair or maintain the improvements contemplated by the Lease. Lessor makes no representations or warranty relative to the availability of such licenses or permits, and Lessee assumes full responsibility for securing same. No construction,

modification, or alterations of improvements to include antennas or other devices are permitted without prior written approval by County.

SECTION SEVEN

Unlawful or Dangerous Activity

7.1 Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful or hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful or hazardous use, take action to halt such activity.

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

SECTION EIGHT

Insurance

Lessee shall maintain, during the term of this lease, adequate insurance coverage through insurance policies upon which the Lessor shall be named as an additional insured as follows:

- a. Workers Compensation –
 - 1. State – statutory limit
 - 2. Employers liability - \$100,000 limit each accident
 - Lessee must comply with Florida Statutes as it pertains to the purchase of worker's compensation coverage. If Lessee is a sole proprietor or has fewer employees than required for the purchase of coverage, workers' compensation coverage requirement may be waived.
 - b. Business Automobile - \$1,000,000 each occurrence (combined single limit)
 - c. Commercial General Insurance - \$1,000,000 each occurrence (combined single limit)
- Lessee shall provide to lessor Certificates of Insurance demonstrating that the required insurance coverage has been obtained and showing that Lessor is named as an additional insured on such insurance policies.

Lessee also agrees to indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either:

- 1. A failure by Lessee to perform any of the terms or conditions of this lease.
- 2. Any injury or damage happening on or about the Lessor's building or property resulting from the Lessee's occupancy, operations, or use of the Leased Premises pursuant to this Lease.
- 3. Failure to comply with the laws of any governmental entity.
- 4. Any mechanic's lien or security interest filed against the Lessor's building or property or any equipment installed or caused to be installed by Lessee at the Leased Premises, or any materials used or caused to be used by Lessee on or at the Leased Premises, or any work done or caused to be done by Lessee at the Leased Premises for any purpose.

SECTION NINE

Indemnification

9.1 Lessee agrees to indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either:

- a. A failure by Lessee to perform any of the terms and conditions of this Lease.
- b. Any injury or damage happening on or about the Lessor's property resulting from the Lessee's occupancy, operations, or use of the Leased Premises.
- c. Failure to comply with any law of any governmental authority having jurisdiction,
- d. Any mechanics' lien or security interest filed against the Lessor's property or any equipment installed or caused to be installed by Lessee at the Leased Premises, or any materials used or caused to be used by Lessee on or at the Leased Premises, or any work done or caused to be done by Lessee at the Leased Premises for any purpose.

SECTION TEN

Easements, Agreements, or Encumbrances

10.1 The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the Leased Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by the holder of the interest pursuant to the rights of that holder thereunder.

SECTION ELEVEN

Liability; Risk of Loss

11.1 Lessee shall be in exclusive control and possession of the Leased Premises and Lessor shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises or any property of Lessee. Lessor has the right to inspect the Leased Premises at any time upon reasonable notice. The provisions herein permitting Lessor to enter and inspect the Leased Premises are made to ensure that Lessee is in compliance with the terms and conditions hereof and make repairs that Lessee has failed to make or are necessary as a consequence of a repair that was necessary that was outside the responsibility of Lessee. Lessor shall not be liable to Lessee for any entry on the premises for inspection or necessary repair purposes.

11.2 Lessee assumes the risk of loss or damage to the property and its contents, whether from windstorm, fire, earthquake, or any other cause whatsoever.

11.3 The damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release Lessee from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, Lessee shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

SECTION TWELVE
Representations by Lessor

12.1 At the commencement of the term Lessee shall accept the Leased Premises and the fixtures and equipment included therein in their existing condition and state of repair, and Lessee agrees that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of Lessor in respect therein except as contained in the provisions of this Lease, and Lessor shall in no event be liable for any latent defects within the Leased Premises.

SECTION THIRTEEN
Waivers

13.1 The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies the Lessor may have to enforce performance of the terms and conditions of this Lease at any time.

SECTION FOURTEEN
Notice

14.1 All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent certified mail, postage prepaid and with return receipt requested, to the party to be notified at the address set forth below or at such other address as either party may from time to time designate in writing.

As to Lessor:
Okaloosa County Board of County Commissioners
John Hofstad, County Administrator
1250 N Eglin Pkwy
Shalimar, Florida 32579

As to Lessee:
Emerald Coast Children's Advocacy Center
401 McEwen Drive
Niceville, Florida 32578

SECTION FIFTEEN
Assignment or Sublease

15.1 The Leased Premises may not be sublet, in whole or in part, and Lessee shall not assign this Lease or any portion of this Lease at any given time without prior written consent of Lessor.

SECTION SIXTEEN
Termination of the Lease

16.1 The Lessor may terminate this Lease for convenience and be released from all obligations thereunder by providing Lessee with ninety (90) days written notice.

SECTION SEVENTEEN
Compliance with Governmental Procedures

17.1 Lessee shall conform to all the requirements of applicable State and Federal statutes and regulations and all County Ordinances and regulations, and shall secure such permits and licenses as may be duly required by any such laws, ordinance's, or regulations as may be promulgated by Lessor. Federal Requirements that Lessee must adhere to include, but are not limited to those set forth in Exhibit B, attached hereto and incorporated herein. In addition, Lessee shall comply with all policies, rules, regulations, or ordinances of the County, which are currently, or may be hereinafter adopted relating to County owned facilities.

SECTION EIGHTEEN
Surrender of Possession

18.1 Lessee shall quietly and peaceably vacate the Leased Premises and surrender possession to Lessor on or before the last day of the Lease, or on an earlier termination and forfeiture of the Lease, free of subtenancies, in good condition and repair. Lessee shall remove all property of every description in the Leased Premises that is not the property of Lessor on or before 12:00 a.m. (midnight) on the last day of the Lease.

SECTION NINETEEN
Default or Breach

- 19.1 Each of the following events shall constitute a default or breach of this Lease by Lessee:
- a. If Lessee or any successor or assignee of Lessee while in possession shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise or shall make an assignment for the benefit of creditors.
 - b. If voluntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within Sixty (60) days after the institution or appointment.
 - c. If Lessee shall fail to pay Lessor any rent, or additional rent required hereunder when such becomes due and shall not make the payment within ten (10) days after notice thereof by Lessor to Lessee.

- d. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of Fifteen (15) days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the fifteen (15) day period, Lessee shall not in good faith have commences performance within the Fifteen (15) day period and shall not diligently proceed to completion of performance. Whether lessee diligently proceeded shall be determined at the sole discretion of the Lessor.
- e. If the Lessee fails to maintain in full force and affect the insurance coverage required pursuant to Section Twenty (20) or fails to name Lessor as an additional insured on such insurance policies.
- f. If Lessee shall vacate or abandon the Leased Premises.
- g. If the Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.
- h. If the Lessee fails to take possession of the Leased Premises on the term commencement date or within ten days after notice that the Leased Premises are available for occupancy, if the term commencement date is not fixed herein or shall be deferred as herein provided.

SECTION TWENTY

Effect of Default

20.1 In the event of any default hereunder, as set forth in Section Twenty (20) the rights or Lessor shall be as follows:

- a. Lessor shall have the right to cancel and terminate this Lease, as well as all of the rights, title, and interest of Lessee hereunder, by giving to Lessee not less than Fifteen (15) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title, and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
- b. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default to remain until the default has been corrected and remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
- c. Lessor may re-enter the premises immediately and remove the property of Lessee, and store and dispose of the property in accordance with chapter 705, Florida Statutes.

- d. Lessor shall have any other remedy available by law.

SECTION TWENTY-ONE
Entire Lease; Applicable to Successors

21.1 This Lease contains the entire agreement between the parties and cannot be changed except by written instruments subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION TWENTY-TWO
Applicable Law and Venue

22.1 This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal actions relating to this Lease shall be brought in the courts in and for Okaloosa County, Florida.

SECTION TWENTY-THREE
Construction and Application of Terms

23.1 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 of 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.

(This area left intentionally blank.)


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

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA


CAROLYN KETCHEL, CHAIRMAN




ATTEST:


JD PEACOCK II
CLERK OF COURT



LESSEE'S NAME

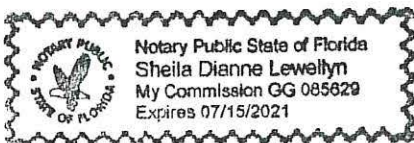

JULIE PORTERFIELD, CEO
EMERALD COAST CHILDREN'S
ADVOCACY CENTER, INC.

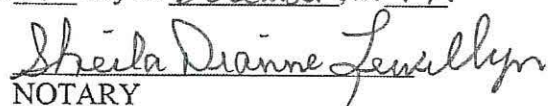
ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgements in Okaloosa County, Florida, aforesaid, personally appeared Julie Porterfield who, under oath, deposes and says that he/she is authorized to execute contracts and lease agreements and that he/she executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 28 day of December, 20 17.




NOTARY

My Commission Expires: 07/15/21

Exhibit A
Leased Premises Legal Description and Map

COMMENCING AT THE N.W. CORNER OF THE SW $\frac{1}{4}$ OF THE N.E. $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, RUN N89°29'45"E 472.27 FEET TO THE CENTERLINE OF BULLOCK BOULEVARD; THENCE SOUTH ALONG SAID CENTERLINE 167.00 FEET; THEN DEPARTING SAID CENTERLINE RUN S89°29'45"W 113.00 FEET TO THE POINT OF BEGINNING; THEN 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.

EXHIBIT B
FEDERAL REQUIREMENTS

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).