

## **EXHIBIT B**

### **CONTRACT, LEASE, AGREEMENT CONTROL FORM**

**Date: 10/26/2005**

**Contract/Lease Control #: L06-0259-PK20-7**

**Bid #: N/A Contract/Lease Type: REVENUE**

**Award To/Lessee: NORTH OKALOOSA HISTORICAL ASSN**

**Lessor: OKALOOSA COUNTY**

**Effective Date: 10/1/2005 \$20.00**

**Term: EXPIRES 10/1/2025**

**Description of Contract/Lease: NORTH OKALOOSA MUSEUM**

**Department Manager: PUBLIC WORKS/RESOURCES**

**Department Monitor: T. NORRIS**

**Monitor's Telephone #: 689-5772**

**Monitor's FAX #: 689-5715**

**Date Closed:**



# Board of County Commissioners Risk Management Department

AMENDMENT #2  
LEASE #L06-0259-PK20-7

State of Florida

June 9, 2008

Jeannette Henderson  
North Okaloosa Historical Association  
PO Box 186  
Baker, FL 32531-0186

Dear Jeannette,

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

In addition to the Board approving BARA's request, other not-for-profit organizations that contract with Okaloosa County were approved as well. North Okaloosa Historical Association and the Baker Block Museum has been given approval to reduce the contractual general liability insurance limits from \$1,000,000 down to \$300,000 per occurrence.

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

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

Sincerely,

James Taylor  
Risk Management Director

APPROVED OKALOOSA COUNTY:

RICHARD BRANNON  
PURCHASING DIRECTOR

6/10/08  
DATE:

Cc: John Christopher, Purchasing

LEASE #L06-0259-PK20-7      ADDENDUM #1

Facility Management Lease  
Between  
Board of County Commissioners  
Okaloosa County  
To  
North Okaloosa Historical Association, Inc.

The Board of County Commissioners, Okaloosa County, Florida entered into a Facility Management Lease with the North Okaloosa Historical Association, Inc. in October, 2005.


In a letter from the North Okaloosa Historical Association, Inc. dated December 14, 2005, the Historical Association solicited the county's help in purchasing the 4 lots adjacent to the Museum. The purchase of the property was essential to the continued growth and development of the facility. The property had been under a Land Lease Agreement with the owner and the Museum had reportedly collected \$4,887.20 toward the purchase. An appraisal was performed in January, 2006 and it was estimated to be valued over the balance owed from the Land Lease Agreement.


On March 7, 2006 the Board of County Commissioners agreed to purchase the property for the balance owed in the amount of \$44,612.80, with funds coming from the Resources Division budget.

The North Okaloosa Historical Association, Inc. desires to have the additional 4 lots added into the Facility Management Lease. This property will be utilized to expand the parking area, outdoor exhibits area, and any other items needed by the Museum.

THEREFORE, be it resolved that the Board of County Commissioners agree that the use of the 4 lots adjacent to the Baker Block Museum, namely lots 16, 17, 18, and 19 of Block B, Town of Baker, be included into the Facility Management Lease between the North Okaloosa Historical Association, Inc. These said lots will be used to provide the needed room for the Museum's growth.

IN WITNESS WHEREFORE, signed this the 8<sup>th</sup> day of May, 2006.

Don Howard  
Don Howard  
Clerk of Court  


Sherry Campbell  
Sherry Campbell  
Chairman, Okaloosa County  
Board of County Commissioners  


**BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST**

**DATE:** May 2, 2006  
**TO:** Honorable Chairman & Members of the Board  
**FROM:** Danielle E. Slaterpryce, P.E. Public Works Director  
**SUBJECT:** Addendum to North Okaloosa Historical Association, Inc.'s Facility Management Lease  
**DISTRICT:** Three

**REQUESTING DEPARTMENT:** Public Works / Resources

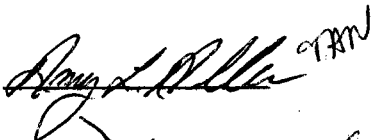
**STATEMENT OF ISSUE:** Approve addendum adding lots 16, 17, 18, and 19, of Block B, Town of Baker to the North Okaloosa Historical Association Facility Management Lease.

**BACKGROUND and ANALYSIS:** On March 7, 2006 the Board of County Commissioners approved to purchase lots 16, 17, 18, and 19, of Block B, Town of Baker, adjacent to the Baker Block Museum for the purchase price of \$44,612.80. These four (4) lots will provide the much needed space for the current use and future growth of the Museum. The North Okaloosa Historical Association desires to have these four (4) lots added to the Facility Management Lease which they have signed with the Board of County Commissioners thus insuring the Museum's use of these lots in years to come.

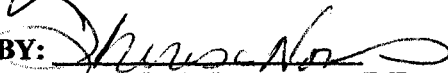
**OPTIONS:** Approve/disapprove

**RECOMMENDATIONS:** Approve addendum and allow chairman to execute necessary paperwork.

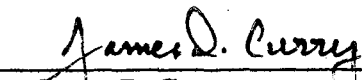
**PREPARED BY:**

 <sup>9/17/06</sup>

**RECOMMENDED BY:**

  
for Danielle E. Slaterpryce, P.E.  
Department Director

**APPROVED BY:**

  
James D. Curry  
County Administrator

**Exhibit: A - Addendum**

**Facility Management Lease  
Between  
Board of County Commissioners  
Okaloosa County, Florida  
To  
North Okaloosa Historical**

The Board of County Commissioners, Okaloosa County, Florida (Hereinafter referred to as "COUNTY") leases to North Okaloosa Historical Association, Inc. (Hereinafter referred to as "LESSEE"). This Lease is effective the 1<sup>st</sup> day of October 2005. For and in consideration of the use of the MUSEUM, the parties hereto agree as follows:

1. **LESSEE** is granted sole authority to manage the "MUSEUM" for displays and events throughout the year. The "MUSEUM" shall be open to the public, without charge, on days and during hours as determined by the **LESSEE**.
2. The "MUSEUM" is a Special Use Facility and any use by organizations other than Okaloosa County or the **LESSEE** could result in destruction of historical information or artifacts. Therefore use of the "MUSEUM" will be limited to Okaloosa County and the **LESSEE**.
3. **LESSEE** is responsible for performing maintenance of the "MUSEUM" within reasonable limitations of its budget and equipment. **LESSEE** is responsible for maintaining the premises in a clean and sanitary condition. This includes housekeeping and lawn maintenance of the area in and around the "MUSEUM" during their scheduled events. All trash and waste material shall be removed promptly at **LESSEE'S** expense.
4. **COUNTY** shall pay the water, natural gas, and electric utilities.
5. Both **LESSEE** and **COUNTY** shall cooperate in securing financial aid or grants to renovate and improve the premises.
6. The initial term of this lease shall be Twenty (20) years from the effective date. **COUNTY** or **LESSEE** may voluntarily terminate this lease with 120-day written notice to the other party. On expiration of the initial twenty (20)-year term, the lease may be renewed by mutual agreement of **LESSEE** and **COUNTY**. If this agreement is terminated by either party, the deed to the property will revert back to the North Okaloosa Historical Association.
7. If the museum board and staff cease to operate the museum and should the County wish to continue to maintain museum operations and facilities, the owners of the items that are "on loan" would have the option of retrieving these items or leaving them as long as they deem appropriate.
8. The annual lease fee is one dollar (\$1.00).
9. **LESSEE** is an independent contractor. Under no circumstances is **LESSEE** to be considered an agent or employee of the **COUNTY**. As an independent contractor **LESSEE** retains the right to organize events at other venues both in and outside Okaloosa County, Florida.

L06-0259-PK20-7  
LESSEE: N. OKALOOSA HISTORICAL ASSN  
NORTH OKALOOSA MUSEUM  
EXPIRES: 10/1/2025

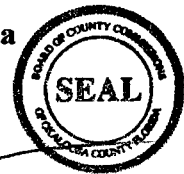
10. The **COUNTY** agrees to continue to consider annual funding requests through its budgetary process.
11. **LESSEE** may continue to sublease portions of the museum building currently under contract, with funds from the subleases being retained by the museum for payment of general maintenance, operations, and insurance costs.
12. **LESSEE** shall maintain public liability insurance against Bodily Injury, Property Damage and Personal and advertising Injury exposures. The amount of such liability coverage shall not be less than a combined single limit of one million dollars. The insurance contract shall list Okaloosa County as an Additional Insured.
13. To the fullest extent permitted by law, **LESSEE** shall indemnify and hold harmless **COUNTY**, its officers and employees from liabilities, damages, losses, and cost 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 Agreement.
14. **COUNTY** retains the right to post safety and other informational signage on the property. The presence or absence of such signage shall not relieve **LESSEE**, organizers or vendors from warning the public about hazards associated with particular events.
15. **LESSEE** shall not construct any new structures or make new modifications to existing facilities that require a building permit and/or safety issues during the term of this lease unless approved by the Board of County Commissioners.
16. **LESSEE** shall be responsible for providing **COUNTY** with a schedule of events at the "MUSEUM". Changes without notice or mis-representation of schedule could result in termination of agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

**FOR:**

**North Okaloosa  
Historical Association, Inc.**

**Okaloosa County, Florida**



For  
BY: *Carolyne Laux* *Carolyne Laux, President* *vice President*

By: *Bill Roberts*  
Bill Roberts, Chairman

Date: *10-18-2005*  
*850-537-5714*

Date: *Oct. 18, 2005*

North Okaloosa Historical Association  
Board Minutes  
October 13, 2005

Members present: Joe Fisher, Nathan Chessher, Ann Spann, board members voting by telephone where: Larry Bulger and Rebecca Watkins.

Minutes from the September, 2005 meeting were presented and accepted.

A financial statement was not available at this time.

The board reviewed the proposed facility management lease between the Okaloosa County Board of County Commissioners and the North Okaloosa Historical Association. Also reviewed was the warranty deed transferring the museum property to the Okaloosa County Board of Commissioners. All board members were satisfied with both the lease and deed. The board voted unanimously for board president, Carolyne Laux to execute both documents on behalf of the North Okaloosa Historical Association and to move forward as needed toward finalizing this agreement. Board President Carolyne Laux, who was out of town at the time of this board meeting had reviewed these documents and voted for their approval prior to this meeting with the understanding of minor changes in wording.

The board discussed the progress that has been made toward the restoration of the log cabin. A beam has been replaced in the foundation and cypress lumber purchased to be used as strips to cover the cracks between the logs.

Ann and Nathan reported on their participation with exhibits representing the museum in the Munson Heritage Festival. It was a positive weekend with many area heritage exhibits at Krul Lake in Blackwater State Forest and many contacts made for the museum.

We discussed plans for our upcoming Heritage and Folk Festival scheduled for November 5<sup>th</sup>. It was decided that we would meet again for finalizing plans for the festival on Saturday, October 22 at 10 a.m..

Meeting was adjourned.

FBI  
59-3142296

FILED  
1962 SEP 17 AM 10:53  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF

NORTH OKALOOSA HISTORICAL ASSOCIATION, INC.  
(A Corporation Not For Profit)

P.O. BOX 186  
BAKER, FLA. 32531

ARTICLE I - NAME

The name of this corporation is North Okaloosa Historical Association, Inc.

ARTICLE II - TERM OF EXISTENCE

The corporation is to exist perpetually.

ARTICLE III- PURPOSES

The general nature of the purposes of the corporation is the collection, arrangement, display and preservation of all material pertaining to the history of or in any manner illustrative of Florida, more particularly West Florida and North Okaloosa County, including books, pamphlets, documents, archives, manuscripts, newspapers, diaries, notes, letters, speeches, maps, plats, surveys, portraits, photographs or other likenesses of men and women prominent in Florida history, pictorial illustrations of West Florida scenery, relics and products, relics of every kind, historical or prehistorical, fossils, geological specimens and everything in any manner illustrative of Florida, more particularly West Florida and Okaloosa County; acquiring and administering property for the furtherance of the purposes; locating and appropriately and permanently marking locations of historic interest; preparing, editing and publishing articles, sketches, biographies, pamphlets, books and documents, descriptive or illustrative of Florida; selling, giving or otherwise disposing of any items deemed surplus or otherwise unwanted; preserving the interest of our local citizenry through educational means, The enumeration of the foregoing purposes and provisions shall not be construed to limit in any manner these historical purposes of this corporation.



ARTICLE III

Duties of the Officers and Directors

Section 1. The president shall have executive supervision over the activities of the Association within the scope provided by these by-laws. He shall preside at all meetings. He shall report annually on the activities of the Association. He shall appoint the members of committees and delegates not otherwise provided for.

\* Section 2. The vice-president shall assume the duties of the president in the event of absence, incapacity or resignation of the President.

Section 3. The secretary shall keep the minutes of meetings of the Society and of the Board of Directors and maintain correspondence.

Section 4. The treasurer shall be responsible for the safe-keeping of Association funds and for maintaining adequate financial records. He shall deposit all monies received by him with a reliable banking company in the name of the NORTH OKALOOSA HISTORICAL ASSOCIATION, INC. Monies shall be paid out by numbered checks signed by the treasurer and the president. The treasurer will collect dues and he shall render an annual report based on the fiscal year (the fiscal year of the Association being defined as the period of January 1 to December 31.) He will report monthly to the Board of Directors. The treasurer's books will be audited annually by an independent auditor.

Section 5. Terms of officers shall be two years.