

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/02/2015

Contract/Lease Control #: L15-0418-FM

Bid #:

Contract/Lease Type: LEASE

Award To/Lessee: OKALOOSA WALTON HOMELESS CONTINUUM OF CARE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2014

Term: 09/30/2024

Description of Contract/Lease: 207 NE HOSPITAL DRIVE

Department: FM

Department Monitor: TURNER

Monitor's Telephone #: 850-689-5790

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

Closed: _____

cc: Finance Department Contracts & Grants Office

marked
4/13/15

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: L15-248-FM Tracking Number: 1339-15

Grant Funded: YES NO

Contractor/Lessee Name: Okaloosa Walton Homeless Continuum of Care

Purpose: Amended Lease

Date/Term: 10/1/14 - 9/30/24

Amount: \$1.00 / yu

Department: FM

Dept. Monitor Name: Puckett

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:

[Signature] Date: 4-13-15

Purchasing Director or Designee Joanne Kublik or Sunnie Estes

Risk Management Review

Approved as written:

[Signature] Date: 4/15/15

Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written:

_____ Date: _____

County Attorney Gregory T. Stewart or Lynn Hoshihara

Approved per attached email of 4/15/15

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

_____ Date: _____

Contracts & Grants Manager

To Teresa Ward 4/14

AMENDED LEASE

This Amended Lease entered into this 21st day of April, 2015, hereby amends the Lease dated December 16, 2014, by and between, **OKALOOSA COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, herein referred to as "Lessor", and **OKALOOSA WALTON HOMELESS CONTINUUM OF CARE, OPPORTUNITY, INC.**, a Florida Non Profit Corporation, herein referred to as "Lessee".

SECTION ONE
SUBJECT AND PURPOSE

Lessor does hereby Lease that certain portion of the building, as indicated in the attached and incorporated Exhibit "A", located at 207 NE Hospital Drive, City of Fort Walton Beach, County of Okaloosa, State of Florida, known commonly as the "Old Ft. Walton Beach Hospital", ("Leased Premises") to Lessee for the following purposes:

1. General administrative offices and necessary administrative support spaces for the provision of counseling and services to persons who are homeless or in imminent danger of becoming homeless.
2. No other use is authorized for any portion of the space covered by this Lease.

SECTION TWO
TERM AND RENT

Lessee shall pay to Lessor for the use and occupancy of the space shown in the attached Exhibit "A" the sum of \$1.00 per year, it being intended that the fair rental value of the premises utilized by the Lessee as an in-kind match for federal programs serviced by Lessee, which shall be due and payable on the first day of the Lease period of each year. The term of the Lease shall begin on the 1st day of October 2014, and end on the 30th day of September, 2024. Rent for the entire year shall be due and payable on the first day of the Lease period of each year. All rental payments shall be made to the Lessor at the Office of the Clerk of Courts, Okaloosa County Courthouse, Crestview, Florida.

SECTION THREE
ADDITIONAL RENT

In addition, Lessee shall pay any and all taxes, 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 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 the rights and remedies as herein provided for failure to pay rent.

LEASE # L15-0418-FM
OKALOOSA WALTON HOMELESS
CONTINUUM OF CARE
207 NE HOSPITAL DRIVE
EXPIRES: 09/30/2024

SECTION FOUR
ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Lessee may not make any additions, alterations, or changes of any kind to the Leased Premises or on Lessor's property without the expressed written consent of Lessor.

1. *Permission.* Lessee shall submit a complete work plan of any and all work that Lessee proposes to undertake to Lessor in advance of any work beginning. Lessee may not begin any work without written permission in advance from Lessor.
2. *Costs.* The full costs to accomplish any work plan approved by Lessor shall be borne entirely by Lessee.
3. *Permitting and Inspection.* All work authorized by Lessor and undertaken by Lessee, or Lessee's contractor(s) or agent(s) shall be properly permitted by the appropriate inspecting authority and shall comply with all laws, rules, and regulations administered by any agency having jurisdiction over the work to be done.
4. *License and Insurance.* All contractors performing work on the Leased Premises shall be properly licensed and insured to perform the work. Prior to commencement of work at the Leased Premises, Contractors shall submit to the Lessor a Certificate of Insurance naming the Lessor as an additional insured with limits of coverage as follows:
 - a. *Workers Compensation* –
 - i. *State* - statutory limit
 - ii. *Employers Liability* - \$1,000,000 limit each accident
 - b. *Business Automobile* - \$1,000,000 each occurrence (combined single limit)
 - c. *Commercial General Insurance* - \$1,000,000 each occurrence (combined single limit)
 - d. *Professional Liability* - \$1,000,000 each occurrence (combined single limit)
 - e. *Personal and Advertising Injury* - \$250,000 per person
5. *Payment.* Lessee is solely responsible for the payment for all items contracted for or purchased by Lessee. Lessee will take whatever actions that are necessary to remove any lien(s) placed on the property as a result of Lessee's activities.

6. *Ownership.* All approved alterations, additions, and improvements to the Leased Premises shall remain in place and become the property of Lessor at the conclusion of the Lease term.

SECTION FIVE
USE, MAINTENANCE, AND REPAIRS

Lessee shall, at all times during the Lease and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, the interior of the Leased Premises and shared common areas, including bathrooms and hallways as shown on the attached Exhibit "A". Lessee shall at Lessee's own expense maintain and make timely repairs to:

1. *HVAC System.* General maintenance of HVAC systems; replace filters in a timely manner; clean and tune up the equipment according to the manufacturer's recommendations.
2. *Other.* Clean and maintain restroom fixtures, flooring, ceilings, walls, windows, doors, and any other items in a customary manner to preserve function and value.

Lessee also recognizes that it will share certain common areas in the Leased Premises, such as bathrooms and hallways, with another tenant of Lessor, the Okaloosa County Council on Aging, Inc. ("Council on Aging"), as depicted on Exhibit "A". Lessee and the Council on Aging have agreed to each tenant's obligations and responsibilities as to the use, cleaning and maintenance of shared common areas. Areas the Lessor is responsible for are depicted in Exhibit "A" and any amendments thereto shall be provided to Lessor.

Lessee shall not allow any overnight occupancy or stays on the Leased Premises or in any portion of the space covered by this Lease. Lessee's authorized parking on the Lessor's property is limited to one vehicle per staff member of Lessee assigned to work at the Leased Premises. No vehicles or trailers may be parked overnight on Lessor's property without the express written consent of the Lessor. Further, Lessee shall not store any good, items, or materials outside that portion of the Leased Premises assigned to Lessee on Exhibit "A" without the express written consent of the Lessor.

SECTION SIX
TAXES

Lessee shall pay on or before the last day on which payment may be made without penalty or interest, all taxes, assessments, or other governmental charges that shall or may, during the lease term, be imposed on or arise in connection with the use of the Leased Premises.

SECTION SEVEN
UTILITIES

Utilities for the Leased Premises are provided and maintained through accounts billed to the Council on Aging. Lessee shall pay to the Council on Aging a negotiated monthly amount towards the cost of utilities utilized by Lessee, which is set forth in a separate written agreement between Lessee and the Council on Aging attached as Exhibit "B". Any amendments to Exhibit "B" shall be provided to Lessor. Lessee agrees that in the event of Lessee's failure to pay such agreed upon amount for utility charges to the Council on Aging where the non-payment or under payment remains uncured for a period of thirty (30) days that Lessor may treat such failure to pay as an event of default under this Lease subject to the rights and remedies available to Lessor for an event of default pursuant to Section Twenty-One herein.

SECTION EIGHT
MECHANICS' LIENS - CONSENT OF LESSOR

Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Leased Premises or any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Lessor's building, property, or any portion thereof.

SECTION NINE
UNLAWFUL OR DANGEROUS ACTIVITY

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.

SECTION TEN
INSURANCE AND INDEMNITY

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* –
 - i. *State* - statutory limit
 - ii. *Employers Liability* - \$100,000 limit each accident

- 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 further recognizes that the Lessor is not currently maintaining property damage insurance on the Leased Premise but may elect to do so in the future during the term of this Lease. In the event that Lessor elects to purchase property damage insurance on the Leased Premise during the term of this Lease then Lessee shall be responsible for payment to Lessor of a pro rata share of the costs of such insurance, which will be calculated based upon the squared footage of the Leased Premises occupied by the Lessee.

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 any law of any governmental authority.
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 ELEVEN
ACCESS TO LEASED PREMISES

Lessee shall permit Lessor or its agents to enter the Leased Premises at all reasonable hours to inspect or make repairs that Lessee may neglect or refuse to make in accordance with the provisions of this Lease or that may be otherwise necessary in the normal repair and maintenance of the facility or to show the premises to prospective buyers.

SECTION TWELVE
EASEMENTS, AGREEMENTS, OR ENCUMBRANCES

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 a holder of an interest pursuant to the rights of that holder thereunder.

SECTION THIRTEEN
LIABILITY OF LESSOR

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 for any property of Lessee. The provisions herein permitting Lessor to enter and inspect the Leased Premises are made to insure that Lessee is in compliance with the terms and conditions hereof and makes repairs that Lessee has failed to make or are necessary as a consequence of a repair that was necessary that was outside of the responsibility of Lessee. Lessor shall not be liable to Lessee for any entry on the premises for inspection or necessary repair purposes.

SECTION FOURTEEN
REPRESENTATIONS BY LESSOR

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 FIFTEEN
WAIVERS

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 that Lessor may have to enforce performance of the terms and conditions of this Lease at any time.

SECTION SIXTEEN
NOTICE

All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or 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
Attn: Director, Facilities Maintenance
5489 Old Bethel Road
Crestview, Florida 32536

As to Lessee: Okaloosa Walton Homeless Continuum of Care, Opportunity, Inc.
Attn: Chair, Board of Directors
Post Office Box 115
Ft. Walton Beach, Florida 32549

SECTION SEVENTEEN
ASSIGNMENT, MORTGAGE, OR SUBLEASE

Neither Lessee nor its successors or assigns shall assign, mortgage, pledge or encumber this Lease or sublet the Leased Premises, in whole or in part, or permit the Leased Premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance. If this Lease is assigned or transferred, or if all or any part of the Leased Premises is sublet or occupied by anybody other than Lessee without Lessor's written consent, Lessor may declare Lessee in default and terminate the entire Lease and demand Lessee vacate the entire Leased Premises and surrender control of the Leased Premises by to Lessor within fifteen (15) calendar days from service of notice of default to Lessee by Lessor. Any consent by Lessor to sublease or transfer any portion of the Leased Premises to any other party is limited to that specific request and does not construe consent by Lessor to any other transfers or sublets.

SECTION EIGHTEEN
LEASE RENEWAL AND TERMINATION

If Lessor wishes to renew the Lease after the end of the Lease term provided in Section Two, then Lessee shall provide Lessor with a written Lease renewal request no later than One Hundred Twenty (120) days prior to the expiration of the Lease term then in effect. The Lease rate and terms for any renewal of the Lease shall be by mutual agreement of Lessor and Lessee and shall also be presented to and approved by the Okaloosa County Board of County Commissioners.

Either party may terminate this Lease for convenience and be released from all obligations thereunder by providing the other party with notice in writing at least One Hundred Twenty (120) days prior to the Lease termination date.

SECTION NINETEEN
SURRENDER OF POSSESSION

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 TWENTY
DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this Lease by Lessee:

1. **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.
2. **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.
3. **IF** Lessee shall fail to pay Lessor any rent, or additional rent required hereunder when such become due and shall not make the payment within Fifteen (15) days after notice thereof by Lessor to Lessee.
4. **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 15 day period, Lessee shall not in good faith have commenced performance within the Fifteen (15) day period and shall not diligently proceed to completion of performance.
5. **IF** Lessee fails to maintain in full force and effect the insurance coverages required pursuant to Section 10 or fails to name Lessor as an additional insured on such insurance policies.
6. **IF** Lessee shall vacate or abandon the Leased Premises.
7. **IF** this 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.

8. IF 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-ONE
EFFECT OF DEFAULT

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

1. Lessor shall have the right to cancel and terminate this Lease, as well as all of the right, 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.
2. 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 and to remain until the default has been corrected or 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.
3. Lessor may re-enter the premises immediately and remove the property and personnel of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. After re-entry, Lessor may terminate the Lease by giving Fifteen (15) days written notice of termination to Lessee. Lessee shall be responsible to pay to Lessor all costs of making any repairs to the Leased Premises that were the responsibility of Lessee, and if not paid Lessor shall be entitled to a judgment against Lessee for said sum.
4. Lessor shall have any other remedy available by law.

SECTION TWENTY-TWO
TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS

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.

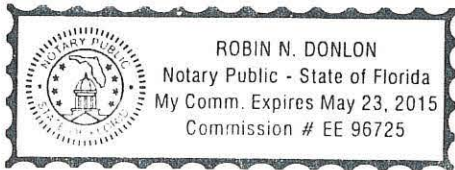
SECTION TWENTY-THREE
APPLICABLE LAW AND VENUE

This agreement shall be governed by and construed in accordance the Laws of the State of Florida. The venue for any legal actions relating to this Lease shall be brought in the Courts in and for Okaloosa County, Florida.

IN WITNESS WHEREOF, Lessee has hereunto set its hand and seal this 10th day of March, 2015.

In the Presence of:

Robin N. Donlon
[Signature]



OKALOOSA WALTON HOMELESS CONTINUUM OF CARE, OPPORTUNITY, INC.

[Signature]

BY: Martin Fancher
Chairman, Board of Directors

ATTEST:

N/A
Secretary

IN WITNESS WHEREOF, Lessor has hereunto set its hand and seal this 10th day of Marche April, 2015.

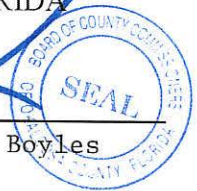
ATTEST:

[Signature]
J.D. Peacock II
Clerk of Courts



BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

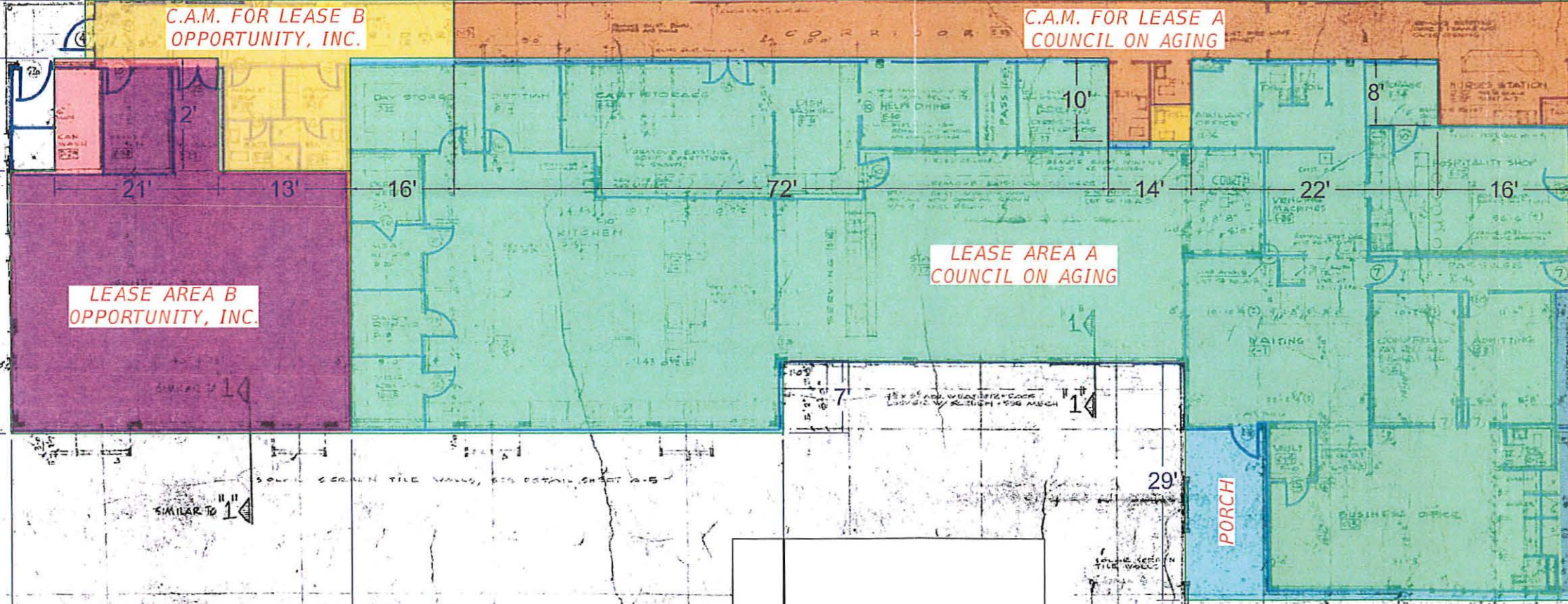
[Signature]
Chairman Nathan D. Boyles



24'
7'
12'
33'

N. I. C.

Yellow	LEASE AREA B (2,187 SQ. FT.)
Pink	LEASE AREA B C.A.M. (703 SQ. FT.)



FIRST FLOOR PLAN
PART "D"

Document
Charles H
First Floor
Fort Walto
Dated: 19
Job Num
Sheet No:
Dimension
This is do

OLD FORT WALTON BEACH HOSPITAL
UTILITIES COST SPLIT AGREEMENT

Opportunity Inc agrees to pay to Elder Services \$350⁰⁰ per month on or before the 5th day of each calendar month as its share of the total utilities expenses and for this payment to continue for as long as Opportunity Inc occupies the leased space approved by the Board of County Commissioners as of the date the execution of this agreement. And, this agreement shall be reviewed annually in the month of October of each year and the amount shall be adjusted to reflect any actual increases or decreases in the unit costs of the various utilities that took effect during the previous 12 months.

The utilities cost split for each utility is as follows:

Electric	=	<u>\$300⁰⁰</u>	/month
Water/Sewer/Trash	=	<u>\$50⁰⁰</u>	/month
Natural Gas	=	<u>\$0⁰⁰</u>	/month
TOTAL	=	<u>\$350⁰⁰</u>	/month

By signing below, on this the 5th day of March, 2015, the parties agree to the terms of this agreement.

Council on Aging
Elder Services

Ruth R. Foreman
AUTHORIZED REPRESENTATIVE

Okaloosa County Continuum of Care
Opportunity Inc.

Mark L. Sanchez
AUTHORIZED REPRESENTATIVE

Common Policy Declarations

RENEWAL DECLARATION

NAME AND ADDRESS OF AGENCY Irwin Siegel Agency, Inc. 25 Laké Louise Marie Road Rock Hill NY 12775 AGENCY 0000096397	INSURANCE COMPANY Illinois National Insurance Co. 175 Water Street - 18th Floor. New York NY 10038
NAME AND MAILING ADDRESS OF INSURED OKALOOSA WALTON HOMELESS CONTINUUM OF CARE OPPORTUNITY 305 LOVEJOY RD FORT WALTON BEACH FL 32548	POLICY NUMBER 06-LX -027564138-3/000 POLICY PERIOD FROM: 10-19-14 TO: 10-19-15 RENEWAL OF 06-LX-027564138-2 at 12:01 A.M. standard time at the mailing address shown.

THE NAMED INSURED IS : CORPORATION BUSINESS DESC : SOCIAL SERVICE/OCC

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

	PREMIUM								
COMMERCIAL PROPERTY COVERAGE PART	NOT COVERED								
COMMERCIAL GENERAL LIABILITY COVERAGE PART	7,342								
COMMERCIAL CRIME COVERAGE PART	NOT COVERED								
COMMERCIAL INLAND MARINE COVERAGE PART	NOT COVERED								
COMMERCIAL AUTO COVERAGE PART	NOT COVERED								
GARAGE COVERAGE PART	NOT COVERED								
MISCELLANEOUS PROFESSIONAL LIABILITY	2,578								
<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">ESTIMATED TOTAL PREMIUM</td> <td style="text-align: right;">\$9,920</td> </tr> <tr> <td style="text-align: right;">FLORIDA HURRICANE CATASTROPHE FUND SURCHARGE</td> <td style="text-align: right;">95.45</td> </tr> <tr> <td style="text-align: right;">CITIZENS' PROP INS CORP EMERGENCY ASSESSMENT</td> <td style="text-align: right;">73.42</td> </tr> <tr> <td style="text-align: right;">GRAND TOTAL</td> <td style="text-align: right;">\$10,088.87</td> </tr> </table>		ESTIMATED TOTAL PREMIUM	\$9,920	FLORIDA HURRICANE CATASTROPHE FUND SURCHARGE	95.45	CITIZENS' PROP INS CORP EMERGENCY ASSESSMENT	73.42	GRAND TOTAL	\$10,088.87
ESTIMATED TOTAL PREMIUM	\$9,920								
FLORIDA HURRICANE CATASTROPHE FUND SURCHARGE	95.45								
CITIZENS' PROP INS CORP EMERGENCY ASSESSMENT	73.42								
GRAND TOTAL	\$10,088.87								
THE POLICY WRITING NONREFUNDABLE MINIMUM PREMIUM IS \$100									

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS					
89644 (06-13)	IL0017 (11-98)	76105 (02-09)	90231 (12-05)	74825 (08-09)	PRG7003(11-09)
96556 (02-08)					

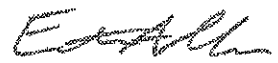
Common Policy Declarations

RENEWAL DECLARATION

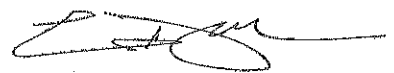
<p>NAME AND ADDRESS OF AGENCY</p> <p>Irwin Siegel Agency, Inc. 25 Lake Louise Marie Road Rock Hill NY 12775 AGENCY 0000096397</p>	<p>INSURANCE COMPANY</p> <p>Illinois National Insurance Co. 175 Water Street - 18th Floor. New York NY 10038</p>
<p>NAME AND MAILING ADDRESS OF INSURED</p> <p>OKALOOSA WALTON HOMELESS CONTINUUM OF CARE OPPORTUNITY 305 LOVEJOY RD FORT WALTON BEACH FL 32548</p>	<p>POLICY NUMBER</p> <p>06-LX -027564138-3/000</p> <p>POLICY PERIOD</p> <p>FROM: 10-19-14 TO: 10-19-15</p> <p>RENEWAL OF</p> <p>06-LX-027564138-2</p> <p>at 12:01 A.M. standard time at the mailing address shown.</p>

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

BY: _____



AUTHORIZED REPRESENTATIVE



Commercial Property

RENEWAL DECLARATION

NAME AND ADDRESS OF AGENCY Irwin Siegel Agency, Inc. 25 Lake Louise Marie Road Rock Hill NY 12775 AGENCY 0000096397	INSURANCE COMPANY Illinois National Insurance Co. 175 Water Street - 18th Floor. New York NY 10038
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BUILDING-1

PREM. NO. 1 BLDG. NO. 1 305 LOVEJOY RD FORT WALTON BEACH				
COVERAGES PROVIDED _____ INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN				
COVERAGE	CAUSE OF LOSS	DED \$	COINSURANCE	LIMIT OF INSURANCE \$

BUILDING-2

PREM. NO. 1 BLDG. NO. 2 305 LOVEJOY RD FORT WALTON BEACH				
COVERAGES PROVIDED _____ INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN				
COVERAGE	CAUSE OF LOSS	DED \$	COINSURANCE	LIMIT OF INSURANCE \$

Commercial Property

RENEWAL DECLARATION

NAME AND ADDRESS OF AGENCY Irwin Siegel Agency, Inc. 25 Lake Louise Marie Road Rock Hill NY 12775 AGENCY 0000096397	INSURANCE COMPANY Illinois National Insurance Co. 175 Water Street - 18th Floor. New York NY 10038
NAME AND MAILING ADDRESS OF INSURED OKALOOSA WALTON HOMELESS CONTINUUM OF CARE OPPORTUNITY 305 LOVEJOY RD FORT WALTON BEACH FL 32548	POLICY NUMBER 06-LX -027564138-3/000 RENEWAL OF 06-LX-027564138-2 POLICY PERIOD FROM: 10-19-14 TO: 10-19-15 At 12:01 A.M. standard time at the mailing address shown.

BUILDING-3

PREM. NO. 1 BLDG. NO. 3				
305 LOVEJOY RD		FORT WALTON BEACH		
COVERAGES PROVIDED _____				
INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN				
COVERAGE	CAUSE OF LOSS	DED	COINSURANCE	LIMIT OF INSURANCE
		\$		\$

BUILDING-4

PREM. NO. 2 BLDG. NO. 1				
203 CLOVERDALE BLVD		FORT WALTON BEACH		
COVERAGES PROVIDED _____				
INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN				
COVERAGE	CAUSE OF LOSS	DED	COINSURANCE	LIMIT OF INSURANCE
		\$		\$

Commercial Property

RENEWAL DECLARATION

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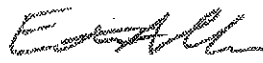
BUILDING-5

PREM. NO. 3 BLDG. NO. 1		CRESTVIEW		
296 MARTIN LUTHER KING				
COVERAGES PROVIDED _____				
INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN				
COVERAGE	CAUSE OF LOSS	DED \$	COINSURANCE	LIMIT OF INSURANCE \$

BUILDING-6

PREM. NO. 4 BLDG. NO. 1		DEFUNIAKI SPRINGS		
171 NORTH 9TH ST				
COVERAGES PROVIDED _____				
INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN				
COVERAGE	CAUSE OF LOSS	DED \$	COINSURANCE	LIMIT OF INSURANCE \$

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

BY: 
 AUTHORIZED REPRESENTATIVE

Commercial General Liability

RENEWAL DECLARATION

NAME AND ADDRESS OF AGENCY Irwin Siegel Agency, Inc. 25 Lake Louise Marie Road Rock Hill NY 12775 AGENCY 0000096397	INSURANCE COMPANY Illinois National Insurance Co. 175 Water Street - 18th Floor. New York NY 10038
NAME AND MAILING ADDRESS OF INSURED OKALOOSA WALTON HOMELESS CONTINUUM OF CARE OPPORTUNITY 305 LOVEJOY RD FORT WALTON BEACH FL 32548	POLICY NUMBER RENEWAL OF 06-LX -027564138-3/000 06-LX-027564138-2 POLICY PERIOD FROM: 10-19-14 TO: 10-19-15 At 12:01 A.M. standard time at the mailing address shown.

LIMITS OF INSURANCE

GENERAL AGGREGATE	\$	3,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$	1,000,000	
PERSONAL INJURY & ADVERTISING INJURY	\$	1,000,000	
EACH OCCURRENCE	\$	1,000,000	
DAMAGE TO PREMISES RENTED TO YOU	\$	100,000	ANY ONE PREMISES
MEDICAL EXPENSE	\$	10,000	ANY ONE PERSON

STATE - 1

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

LOC # 1: #1/1/N/36#	305 LOVEJOY RD, FT WALTON BEACH
LOC # 1: #1/2/N/36#	305 LOVEJOY RD, FT WALTON BEACH
LOC # 1: #1/3/N/36#	305 LOVEJOY RD, FT WALTON BEACH
LOC # 2: #2/1/N/0#	203 CLOVERDALE RD, FT WALTON BEA
LOC # 3: #3/1/N/0#	296 MARTIN LUTHER KING, CRESTVIEW
LOC # 4: #4/1/N/0#	171 NORTH 9TH ST, DEFUNIAKI SPRIN

LOC CLASSIFICATION	CODE	PREMIUM BASIS	PMS RATE	PDT5 RATE
1 SHELTERS, MISSION, SETTLEMENT OR HALFWAY HOUSE - NOTCHURCH OR OFFICE BUILDING PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	67017	AREA	1,872	
1 SHELTERS, MISSION, SETTLEMENT OR HALFWAY HOUSE - NOTCHURCH OR OFFICE BUILDING PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	67017	AREA	1,872	

Commercial General Liability

RENEWAL DECLARATION

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LOC CLASSIFICATION	CODE	PREMIUM BASIS	PMS RATE	PDTS RATE
1 BOARDING OR ROOMING HOUSES PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	61000	UNITS	40	
2 BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	61217	AREA	750	
3 BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	61217	AREA	200	
4 BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	61217	AREA	200	

STATE - 2

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY: LOC # 1: #2/1/N/O# 203 CLOVERDALE RD, FT WALTON BEA

LOC CLASSIFICATION	CODE	PREMIUM BASIS	PMS RATE	PDTS RATE
2 SHELTERS, MISSION, SETTLEMENT OR HALFWAY HOUSE - NOTCHURCH OR OFFICE BUILDING PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	67017	AREA	1,872	

Commercial General Liability

RENEWAL DECLARATION

NAME AND ADDRESS OF AGENCY Irwin Siegel Agency, Inc. 25 Lake Louise Marie Road Rock Hill NY 12775 AGENCY 0000096397	INSURANCE COMPANY Illinois National Insurance Co. 175 Water Street - 18th Floor. New York NY 10038
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MANUSCRIPT FORMS:

CG2244 (07-98) : EXCLUSION - SERVICES FURNISHED BY HEALTH CARE PROVIDERS
----- ANY AND ALL HEALTH CARE SERVICES

ABUSE AND MOLESTATION ENDORSEMENT

Limits of Insurance: \$1,000,000 Each Incident Limit
\$1,000,000 Aggregate Limit

EMPLOYEE BENEFITS LIABILITY COVERAGE

RETROACTIVE DATE 10-19-2009

LIMIT OF LIABILITY

\$1,000,000 Employee Benefits Programs Limit Of Insurance

\$1,000,000 Employee Benefits Programs Aggregate Limit

DEDUCTIBLE

\$1,000 Each Employee Deductible

NUMBER OF EMPLOYEES

8 Number of Employees of the Named Insured

00-00-0000 Date of Record For Number of Employees of the Named Insured

ESTIMATED ANNUAL PREMIUM

\$30 Estimated Annual Premium

TERRORISM RISK INSURANCE ACT FOR FLORIDA IS INCLUDED

\$65

GENERAL LIABILITY PREMIUM

\$7,342

Commercial General Liability

RENEWAL DECLARATION

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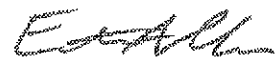
FORMS AND ENDORSEMENTS

APPLYING TO COMMERCIAL GENERAL LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

87295 (01/08)	ILO021 (09-08)	CG0001 (12-07)	CG2147 (12-07)	CG2149 (09-99)	CG2157 (07-98)
CG2252 (10-93)	CG0220 (03-12)	78689 (07-03)	65123 (04/96)	CG0435 (12-07)	CG2106 (05-14)
CG2244 (07-98)	86563 (10-09)	86571 (08-04)	58332 (08-07)	82540 (08-07)	62898 (09/01)
CG2146 (07-98)					

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

BY:



AUTHORIZED REPRESENTATIVE

Misc. Professional Liability

RENEWAL DECLARATION

NAME AND ADDRESS OF AGENCY Irwin Siegel Agency, Inc. 25 Lake Louise Marie Road Rock Hill NY 12775 AGENCY 0000096397	INSURANCE COMPANY Illinois National Insurance Co. 175 Water Street - 18th Floor. New York NY 10038
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In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance stated in this Policy.

ITEM 3. Limits of Coverage:

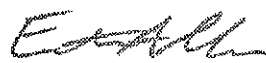
\$ 1,000,000 EACH WRONGFUL ACT OR SERIES OF CONTINUOUS, REPEATED OR RELATED ACT
\$ 3,000,000 AGGREGATE

ITEM 4. Deductible:

\$ 0 EACH WRONGFUL ACT OR SERIES OF CONTINUOUS, REPEATED OR RELATED ACT

TOTAL ANNUAL PREMIUM	\$2,578
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FORMS AND ENDORSEMENTS APPLYING TO PROFESSIONAL LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE: 67688 (04/97)

BY: 
AUTHORIZED REPRESENTATIVE

FORMS SCHEDULE

<p>NAME AND ADDRESS OF AGENCY</p> <p>Irwin Siegel Agency, Inc. 25 Lake Louise Marie Road Rock Hill NY 12775 AGENCY 0000096397</p>	<p>INSURANCE COMPANY</p> <p>Illinois National Insurance Co. 175 Water Street - 18th Floor. New York NY 10038</p>
<p>NAME AND MAILING ADDRESS OF INSURED</p> <p>OKALOOSA WALTON HOMELESS CONTINUUM OF CARE OPPORTUNITY 305 LOVEJOY RD FORT WALTON BEACH FL 32548</p>	<p>POLICY NUMBER</p> <p>06-LX -027564138-3/000</p> <p>POLICY PERIOD</p> <p>FROM: 10-19-14 TO: 10-19-15</p> <p>RENEWAL OF</p> <p>06-LX-027564138-2</p> <p>at 12:01 A.M. standard time at the mailing address shown.</p>

COMMON POLICY PACKAGE

89644 (06-13) ECONOMIC SANCTIONS ENDORSEMENT
 IL0017 (11-98) COMMON POLICY CONDITIONS
 76105 (02-09) FLORIDA - CANCELLATION/NON-RENEWAL ENDORSEMENT
 90231 (12-05) FLORIDA NOTICE OF LOSS CONTROL SERVICES
 74825 (08-09) FLORIDA ADDENDUM TO THE DECLARATIONS
 PRG7003 (11-09) ESTIMATED TAXES, ASSESSMENTS AND SURCHARGES
 96556 (02-08) POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSUR

COMMERCIAL GENERAL LIABILITY FORMS

87295 (01/08) EXCLUSION-VIOLATION OF STATUTES IN CONNECTION WITH
 IL0021 (09-08) NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
 CG0001 (12-07) COMMERCIAL GENERAL LIABILITY COVERAGE FORM (OCCUR)
 CG2147 (12-07) EMPLOYMENT-RELATED PRACTICES EXCLUSION
 CG2149 (09-99) TOTAL POLLUTION EXCLUSION
 CG2157 (07-98) EXCLUSION - COUNSELING SERVICES
 CG2252 (10-93) EXCLUSION - MEDICAL PAYMENTS COVERAGE (INMATES,...)
 CG0220 (03-12) FLORIDA CHANGES - CANCELLATION & NONRENEWAL
 78689 (07-03) FUNGUS EXCLUSION REVISED
 65123 (04/96) ABUSE AND MOLESTATION ENDORSEMENT - OCCURRENCE
 CG0435 (12-07) EMPLOYEE BENEFITS LIABILITY COVERAGE
 CG2106 (05-14) EXCL-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSON
 CG2244 (07-98) EXCLUSION - SERVICES FURNISHED BY HEALTH CARE PROVIDER
 86563 (10-09) GENERAL LIABILITY EXTENSION ENDORSEMENT
 86571 (08-04) GL EXTENSION ENDORSEMENT FOR HUMAN SERVICES
 58332 (08-07) TOTAL LEAD EXCLUSION
 82540 (08-07) ASBESTOS AND SILICA EXCLUSION ENDORSEMENT
 62898 (09/01) RADIOACTIVE MATTER EXCLUSION
 CG2146 (07-98) ABUSE OR MOLESTATION EXCLUSION

PROFESSIONAL LIABILITY

67688 (04/97) SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

Common Policy Declarations

EXTENDED NAMED INSURED

<p>NAME AND ADDRESS OF AGENCY</p> <p>Irwin Siegel Agency, Inc. 25 Lake Louise Marie Road Rock Hill NY 12775 AGENCY 0000096397</p>	<p>INSURANCE COMPANY</p> <p>Illinois National Insurance Co. 175 Water Street - 18th Floor. New York NY 10038</p>
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Joanne Kublik

From: Greg Stewart
Sent: Wednesday, December 10, 2014 10:27 AM
To: Joanne Kublik
Subject: Re: VERY IMPORTANT - OKALOOSA WALTON CONTINUUM

Lease is approved by legal

Sent from my iPhone

On Dec 10, 2014, at 10:39 AM, Joanne Kublik <jkublik@co.okaloosa.fl.us> wrote:

Please send an e-mail with your approval (coordination) for this document. Thanks, Jo

Joanne Kublik, Contracts and Lease Coordinator
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, Florida 32536
(850) 689-5960
jkublik@co.okaloosa.fl.us

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 e-mail communication, including your e-mail address, may be subject to public disclosure.

LEASE

This Lease entered into this 16th day of December, 2014, by and between, **OKALOOSA COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, herein referred to as “Lessor”, and **OKALOOSA WALTON HOMELESS CONTINUUM OF CARE, OPPORTUNITY, INC.**, a Florida Non Profit Corporation, herein referred to as “Lessee”.

SECTION ONE
SUBJECT AND PURPOSE

Lessor does hereby Lease that certain portion of the building, as indicated in the attached and incorporated Addendum “A”, located at 207 NE Hospital Drive, City of Fort Walton Beach, County of Okaloosa, State of Florida, known commonly as the “Old Ft. Walton Beach Hospital”, (“Leased Premises”) to Lessee for the following purposes:

1. General administrative offices and necessary administrative support spaces for the provision of counseling and services to persons who are homeless or in imminent danger of becoming homeless.
2. No other use is authorized for any portion of the space covered by this Lease.

SECTION TWO
TERM AND RENT

Lessee shall pay to Lessor for the use and occupancy of the space shown in the attached Addendum “A” the sum of \$1.00 per year, it being intended that the fair rental value of the premises utilized by the Lessee as an in-kind match for federal programs serviced by Lessee, which shall be due and payable on the first day of the Lease period of each year. The term of the Lease shall begin on the _____ 1st day of October 2014, and end on the 30th day of September, 2024. Rent for the entire year shall be due and payable on the first day of the Lease period of each year. All rental payments shall be made to the Lessor at the Office of the Clerk of Courts, Okaloosa County Courthouse, Crestview, Florida.

SECTION THREE
ADDITIONAL RENT

In addition, Lessee shall pay any and all taxes, 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 of failure by 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 the rights and remedies as herein provided for failure to pay rent.

LEASE #L15-0418-FM
OKALOOSA WALTON HOMELESS
CONTINUUM OF CARE
207 NE HOSPITAL DRIVE
EXPIRES: 09/30/2024

SECTION FOUR
ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Lessee may not make any additions, alterations, or changes of any kind to the Leased Premises or on Lessor's property without the expressed written consent of Lessor.

1. *Permission.* Lessee shall submit a complete work plan of any and all work that Lessee proposes to undertake to Lessor in advance of any work beginning. Lessee may not begin any work without written permission in advance from Lessor.
2. *Costs.* The full costs to accomplish any work plan approved by Lessor shall be borne entirely by Lessee.
3. *Permitting and Inspection.* All work authorized by Lessor and undertaken by Lessee, or Lessee's contractor(s) or agent(s) shall be properly permitted by the appropriate inspecting authority and shall comply with all laws, rules, and regulations administered by any agency having jurisdiction over the work to be done.
4. *License and Insurance.* All contractors performing work on the Leased Premises shall be properly licensed and insured to perform the work. Prior to commencement of work at the Leased Premises, Contractors shall submit to the Lessor a Certificate of Insurance naming the Lessor as an additional insured with limits of coverage as follows:
 - a. *Workers Compensation* –
 - i. *State* - statutory limit
 - ii. *Employers Liability* - \$1,000,000 limit each accident
 - b. *Business Automobile* - \$1,000,000 each occurrence (combined single limit)
 - c. *Commercial General Insurance* - \$1,000,000 each occurrence (combined single limit)
 - d. *Professional Liability* - \$1,000,000 each occurrence (combined single limit)
 - e. *Personal and Advertising Injury* - \$250,000 per person
5. *Payment.* Lessee is solely responsible for the payment for all items contracted for or purchased by Lessee. Lessee will take whatever actions that are necessary to remove any lien(s) placed on the property as a result of Lessee's activities.

6. *Ownership.* All approved alterations, additions, and improvements to the Leased Premises shall remain in place and become the property of Lessor at the conclusion of the Lease term.

SECTION FIVE **USE, MAINTENANCE, AND REPAIRS**

Lessee shall, at all times during the Lease and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, the interior of the Leased Premises and shared common areas, including bathrooms and hallways. Lessee shall at Lessee's own expense maintain and make timely repairs to:

1. *HVAC System.* General maintenance of HVAC systems; replace filters in a timely manner; clean and tune up the equipment according to the manufacturer's recommendations.
2. *Other.* Clean and maintain restroom fixtures, flooring, ceilings, walls, windows, doors, and any other items in a customary manner to preserve function and value.

Lessee also recognizes that it will share certain common areas in the Leased Premises, such as bathrooms and hallways, with another tenant of Lessor, the Okaloosa County Council on Aging, Inc. ("Council on Aging"). Lessee and the Council on Aging shall enter into a separate written agreement addressing each tenant's obligations and responsibilities as to the cleaning and maintenance of shared common areas. A copy of such written agreement and any amendments thereto shall be provided to Lessor.

Lessee shall not allow any overnight occupancy or stays on the Leased Premises or in any portion of the space covered by this Lease. Lessee's authorized parking on the Lessor's property is limited to one vehicle per staff member of Lessee assigned to work at the Leased Premises. No vehicles or trailers may be parked overnight on Lessor's property without the express written consent of the Lessor. Further, Lessee shall not store any good, items, or materials outside that portion of the Leased Premises assigned to Lessee on Addendum A without the express written consent of the Lessor.

SECTION SIX **TAXES**

Lessee shall pay on or before the last day on which payment may be made without penalty or interest, all taxes, assessments, or other governmental charges that shall or may, during the lease term, be imposed on or arise in connection with the use of the Leased Premises.

SECTION SEVEN
UTILITIES

Utilities for the Leased Premises are provided and maintained through accounts billed to the Council on Aging. Lessee shall pay to the Council on Aging a negotiated monthly amount towards the cost of utilities utilized by Lessee, which shall be set forth in a separate written agreement between Lessee and the Council on Aging that addresses the Lessee's obligations and responsibilities to the Council on Aging for payments toward of utility costs. A copy of such written agreement and any amendments thereto shall be provided to Lessor. Lessee agrees that in the event of Lessee's failure to pay such agreed upon amount for utility charges to the Council on Aging where the non-payment or under payment remains uncured for a period of thirty (30) days that Lessor may treat such failure to pay as an event of default under this Lease subject to the rights and remedies available to Lessor for an event of default pursuant to Section Twenty-One herein.

SECTION EIGHT
MECHANICS' LIENS - CONSENT OF LESSOR

Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Leased Premises or any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Lessor's building, property, or any portion thereof.

SECTION NINE
UNLAWFUL OR DANGEROUS ACTIVITY

Lessee shall neither use nor occupy the Leased Premises or any part thereof of 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.

SECTION TEN
INSURANCE AND INDEMNITY

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* –
 - i. *State* - statutory limit
 - ii. *Employers Liability* - \$100,000 limit each accident

- 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 further recognizes that the Lessor is not currently maintaining property damage insurance on the Leased Premise but may elect to do so in the future during the term of this Lease. In the event that Lessor elects to purchase property damage insurance on the Leased Premise during the term of this Lease then Lessee shall be responsible for payment to Lessor of a pro rata share of the costs of such insurance, which will be calculated based upon the squared footage of the Leased Premises occupied by the Lessee.

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 any law of any governmental authority.
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 ELEVEN **ACCESS TO LEASED PREMISES**

Lessee shall permit Lessor or its agents to enter the Leased Premises at all reasonable hours to inspect or make repairs that Lessee may neglect or refuse to make in accordance with the provisions of this Lease or that may be otherwise necessary in the normal repair and maintenance of the facility or to show the premises to prospective buyers.

SECTION TWELVE
EASEMENTS, AGREEMENTS, OR ENCUMBRANCES

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 a holder of an interest pursuant to the rights of that holder thereunder.

SECTION THIRTEEN
LIABILITY OF LESSOR

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 for any property of Lessee. The provisions herein permitting Lessor to enter and inspect the Leased Premises are made to insure that Lessee is in compliance with the terms and conditions hereof and makes repairs that Lessee has failed to make or are necessary as a consequence of a repair that was necessary that was outside of the responsibility of Lessee. Lessor shall not be liable to Lessee for any entry on the premises for inspection or necessary repair purposes.

SECTION FOURTEEN
REPRESENTATIONS BY LESSOR

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 FIFTEEN
WAIVERS

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 that Lessor may have to enforce performance of the terms and conditions of this Lease at any time.

SECTION SIXTEEN
NOTICE

All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or 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
Attn: Director, Facilities Maintenance
5489 Old Bethel Road
Crestview, Florida 32536

As to Lessee: Okaloosa Walton Homeless Continuum of Care, Opportunity, Inc.
Attn: Chair, Board of Directors
Post Office Box 115
Ft. Walton Beach, Florida 32549

SECTION SEVENTEEN
ASSIGNMENT, MORTGAGE, OR SUBLEASE

Neither Lessee nor his successors or assigns shall assign, mortgage, pledge or encumber this Lease or sublet the Leased Premises, in whole or in part, or permit the Leased Premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance. If this Lease is assigned or transferred, or if all or any part of the Leased Premises is sublet or occupied by anybody other than Lessee without Lessor's written consent, Lessor may declare Lessee in default and terminate the entire Lease and demand Lessee vacate the entire Leased Premises and surrender control of the Leased Premises by to Lessor within fifteen (15) calendar days from service of notice of default to Lessee by Lessor. Any consent by Lessor to sublease or transfer any portion of the Leased Premises to any other party is limited to that specific request and does not construe consent by Lessor to any other transfers or sublets.

SECTION EIGHTEEN
LEASE RENEWAL

If Lessor wishes to renew the Lease after the end of the Lease term provided in Section Two, then Lessee shall provide Lessor with a written Lease renewal request no later than One Hundred Eighty (180) days prior to the expiration of the Lease term then in effect. The Lease rate and terms for any renewal of the Lease shall be by mutual agreement of Lessor and Lessee and shall also be presented to and approved by the Okaloosa County Board of County Commissioners.

SECTION NINETEEN
SURRENDER OF POSSESSION

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 TWENTY
DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this Lease by Lessee:

1. **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.
2. **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.
3. **IF** Lessee shall fail to pay Lessor any rent, or additional rent required hereunder when such become due and shall not make the payment within Fifteen (15) days after notice thereof by Lessor to Lessee.
4. **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 15 day period, Lessee shall not in good faith have commenced performance within the Fifteen (15) day period and shall not diligently proceed to completion of performance.
5. **IF** Lessee fails to maintain in full force and effect the insurance coverages required pursuant to Section 10 or fails to name Lessor as an additional insured on such insurance policies.
6. **IF** Lessee shall vacate or abandon the Leased Premises.
7. **IF** this 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.
8. **IF** 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-ONE
EFFECT OF DEFAULT

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

1. Lessor shall have the right to cancel and terminate this Lease, as well as all of the right, 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.
2. 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 and to remain until the default has been corrected or 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.
3. Lessor may re-enter the premises immediately and remove the property and personnel of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. After re-entry, Lessor may terminate the Lease by giving Fifteen (15) days written notice of termination to Lessee. Lessee shall be responsible to pay to Lessor all costs of making any repairs to the Leased Premises that were the responsibility of Lessee, and if not paid Lessor shall be entitled to a judgment against Lessee for said sum.
4. Lessor shall have any other remedy available by law.

SECTION TWENTY-TWO
TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS

This Lease contains the entire agreement between the parties and cannot be changed or terminated 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.

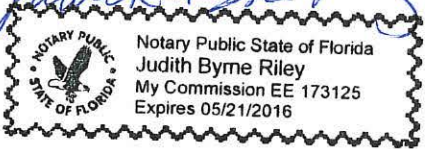
SECTION TWENTY-THREE
APPLICABLE LAW AND VENUE

This agreement shall be governed by and construed in accordance the Laws of the State of Florida. The venue for any legal actions relating to this Lease shall be brought in the Courts in and for Okaloosa County, Florida.

IN WITNESS WHEREOF, Lessee has hereunto set its hand and seal this 10th day of December, 2014.

In the Presence of:

Kimberly A. Cox
Stephan H. Borego
Judith Byrne Riley



OKALOOSA WALTON HOMELESS CONTINUUM OF CARE, OPPORTUNITY, INC.

Martin Fancher

BY: Martin Fancher
Chairman, Board of Directors

ATTEST:
Jayzel P...
Secretary

IN WITNESS WHEREOF, Lessor has hereunto set its hand and seal this 19th day of December, 2014.

ATTEST:

Sony J. Stanford
J.D. Peacock II
Clerk of Courts *Ad Interim*



BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Charles...
Chairman



ADDENDUM "A"

