

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12-21-2017

Contract/Lease Control #: L18-0461-PW

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: EMERALD COAST WILDLIFE REFUGE, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2017

Expiration Date: 09/30/2018 W/1 ONE YR RENEWAL

Description of Contract/Lease: LEASE OF PROPERTY LOCATED AT 105 SANTA ROAD BLVD

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5774

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

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/04/2019

Contract/Lease Control #: L18-0461-PW

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: EMERALD COAST WILDLIFE REFUGE, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2017

Expiration Date: 12/31/2019

Description of Contract/Lease: LEASE OF PROPERTY LOCATED AT 105 SANTA ROSA BLVD

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: Finance Department Contracts & Grants Office

**LEASE (L18-0461-PW) EXTENSION WITH
EMERALD COAST WILDLIFE REFUGE, INC.**

OCT 01 2019

This lease extension agreement is executed and entered into this 01 day of OCT 01 2019, 2019, 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 Wildlife Refuge, Inc., hereinafter referred to as "Lessee", a Florida Not For Profit Corporation, certified to do business in the State of Florida, whose principal address is 105 Santa Rosa Blvd., Fort Walton Beach, Florida 32548.

WITNESSETH:

WHEREAS, on October 1, 2017, the Board of County Commissioners entered into a lease with Emerald Coast Wildlife Refuge, Inc. The lease term was one (1) year with a one (1) year extension. The lease expires on September 30, 2019, with no renewals available; and

WHEREAS, the Emerald Coast Wildlife Refuge, Inc. has requested a three (3) month extension of the lease to December 31, 2019.

NOW THEREFORE the Lessor and Lessee, for the consideration herein set forth, agree to extend L18-0461-PW as follows:

1. L18-0461-PW is hereby extended to December 31, 2019.
2. All other provisions of the lease shall remain in full force and effect.

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

CONTRACT#: L18-0461-PW
EMERALD COAST WILDLIFE REFUGE, INC.
LEASE PROPERTY LOCATED AT
105 SANTA ROSA BLVD
EXPIRES: 12/31/2019

(Signatures on following page.)

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Charles K. Windes
CHARLES K. WINDES, CHAIRMAN



ATTEST:

J.D. Peacock II
J.D. PEACOCK II
CLERK OF COURT



LESSEE'S NAME

Carol Anderson
EMERALD COAST WILDLIFE REFUGE, INC.

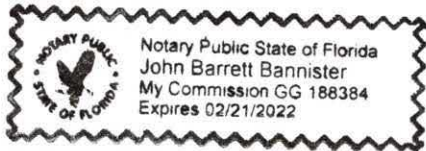
ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgements in the COUNTY OF OKALOOSA and STATE OF FLORIDA aforesaid, personally appeared Carol Anderson 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 26th day of Sept., 2019.

John Barrett Bannister
NOTARY
My Commission Expires: 02-21-2022



CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09-18-2018

Contract/Lease Control #: L18-0461-PW

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: EMERALD COAST WILDLIFE REFUGE, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2017

Expiration Date: 09/30/2019 W/ RENEWALS

Description of Contract/Lease: LEASE OF PROPERTY LOCATED AT 105 SANTA ROAD BLVD

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: Finance Department Contracts & Grants Office



CONTRACT/LEASE RENEWAL FORM

Date: August 30, 2018
 Company: Emerald Coast Wildlife Refuge,
 Attn: Carol Anderson
 Address: 105 Santa Rosa Blvd.
 City, St, Zip; Ft. Walton Beach, FL 32548
 RE: One year extension to Lease L18-0461

CONTRACT#: L18-0461-PW
 EMERALD COAST WILDLIFE REFUGE, INC.
 LEASE PROPERTY LOCATED AT 105 SANTA ROAD BLVD
 EXPIRES: 09/30/2019 W/RENEWALS

Dear: Ms. Anderson,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # L18-0461-PW for an additional term. The contract renewal period will be October 1 to September 30, 2019. The annual budgeted amount for this contract is \$1.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

Dept. Director
 Signature: [Signature]

Date: 9/17/18

Approved By: [Signature]
 (as prescribed below on item 1)

Date: 09/18/2018

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

Date: _____

AUTHORIZED COMPANY REPRESENTATIVE

Lessee
 Contractor: Emerald Coast Wildlife Refuge

Approved By: [Signature]
 CAROL A. Andersen

Title: Executive Director

Date: 8/31/18

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
 If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

Username

Password

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Entity Dashboard

- Entity Overview
- Entity Registration
 - Core Data
 - Assertions
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 - POCs
- Exclusions
 - Active Exclusions
 - Inactive Exclusions
 - Excluded Family Members

[RETURN TO SEARCH](#)

Emerald Coast Wildlife Refuge, Inc.

105 Santa Rosa Blvd
Fort Walton Beach, FL, 32548-6132,
UNITED STATES

DUNS: 883085144 CAGE Code: 4TLW0
Status: Active

Expiration Date: 12/06/2018

Purpose of Registration: Federal Assistance Awards Only

Entity Overview

Entity Registration Summary

Name: Emerald Coast Wildlife Refuge, Inc.
Doing Business As: Stranding Center, The
Business Type: Business or Organization
Last Updated By: Shelby Proie
Registration Status: Active
Activation Date: 12/06/2017
Expiration Date: 12/06/2018

Exclusion Summary

Active Exclusion Records? No



IBM v1.P.7.20171102-1229
WWW1

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**LEASE WITH
EMERALD COAST WILDLIFE REFUGE, INC.**

This lease agreement is executed and entered into this 19th day of December, 2017, 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 Wildlife Refuge, Inc., hereinafter referred to as "Lessee", a Florida Not For Profit Corporation, certified to do business in the State of Florida, whose principal address is 105 Santa Rosa Blvd., Fort Walton Beach, Florida 32548.

WITNESSETH:

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 Wildlife Refuge, Inc.

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, the former fire station unit located at 105 Santa Rosa Blvd., Fort Walton Beach, Florida, 32548, Okaloosa County, State of Florida ("Leased Premises"), as described in Exhibit A.

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

1.3 The Lessee shall use said premises for fish and wildlife recovery, rehabilitation, and storage along with office housing for said purposed use and for educational programs related to fish and wildlife recovery, and for training programs related to fish and wildlife recovery.

- a. No other use is authorized for any portion of the Lease Premises without prior approval of the Board of County Commissioners.

SECTION TWO
Lease Term

2.1 The initial term of the Lease shall begin on October 30, 2017, and end on September 29, 2018.

2.2 Lessee shall have the option to renew the lease for one (1) year by giving notice to the Lessor 30 days prior to the expiration of the initial term, provided the Lessee has not been in default of the Lease Agreement at any time during the initial term.

SECTION THREE
Rent

3.1 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
Janitorial Services

5.1 Lessee agrees to keep all rubbish and garbage in containers while on the leased premises and shall dispose of such rubbish and garbage in the dumpster or other containers as required by the garbage service. The Lessee shall perform and provide all janitorial services required on the premises.

SECTION SIX
Improvements to Lessor

6.1 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 SEVEN
Building, Alterations and Permits

7.1 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.

7.2 Lessee shall make all necessary repairs to the interior of the leased premises, including window and plate glass and the fixtures and equipment therein or used in connection therewith, including the maintenance of all fixtures and equipment located with the leased premises, which repairs shall be in quality and class equal to the condition on the day the lease agreement is executed, in order to maintain said premises, fixtures, and equipment in good condition and repair. The Lessee shall be responsible for any painting, carpeting, or any repair necessitated by the Lessee's neglect or omission. The Lessee shall maintain the plumbing and heating lines, and all repairs will be at the expense of the Lessee. If lessee fails to perform its obligations of maintenance and repair, the County reserves the right to perform maintenance or perform such repairs and bill the Lessee.

SECTION EIGHT
Signs

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

SECTION NINE

Inspection

9.1 Lessee will permit Lessor, its agents, employees, and contractors to enter all parts of the Premises to inspect the same and to enforce or carry out any provisions of this Lease. If the Lessor's enforcement of any provisions of this lease will directly interfere with the Lessee's primary purpose of rehabilitating and treating injured wildlife, then the Lessee will be permitted a reasonable time (being no shorter than 24 hours from notification) in which to make arrangements for the safe transfer of any wildlife currently being rehabilitated or treated by the Lessee.

SECTION TEN

Unlawful or Dangerous Activity

10.1 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.

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

SECTION ELEVEN

Insurance

11.1 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 TWELVE

Indemnification

12.1 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 THIRTEEN

Easements, Agreements, or Encumbrances

13.1 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 FOURTEEN

Liability; Risk of Loss

14.1 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.

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

14.3 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 not 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 FIFTEEN
Representations by Lessor

15.1 At the commencement of the term Lessee shall accept the Leased Premises "as is" 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 SIXTEEN
Waivers

16.1 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 SEVENTEEN
Notice

17.1 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 Wildlife Refuge, Inc.
105 Santa Rosa Blvd.
Fort Walton Beach, Florida 32548

SECTION EIGHTEEN
Assignment or Sublease

18.1 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 NINETEEN
Termination of the Lease

19.1 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 TWENTY
Compliance with Governmental Procedures

20.1 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. 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 TWENTY-ONE
Surrender of Possession

21.1 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 TWENTY-TWO
Default or Breach

- 22.1 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-THREE **Effect of Default**

23.1 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-FOUR
Entire Lease; Applicable to Successors

24.1 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-FIVE
Applicable Law and Venue

25.1 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-SIX
Construction and Application of Terms

26.1 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.

SECTION TWENTY-SEVEN
Federal Regulations

27.1 The parties agree to comply with the Federal Regulations as set forth in Exhibit B, which is expressly incorporated herein as part of the Agreement.

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 L. Ketchel
CAROLYN KETCHEL, CHAIRMAN
W.



ATTEST:

J.D. Peacock II
JD. PEACOCK II
CLERK OF COURT



LESSEE'S NAME

W. D. Aub
EMERALD COAST WILDLIFE REFUGE, INC.



This notary is for ECWR only

ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

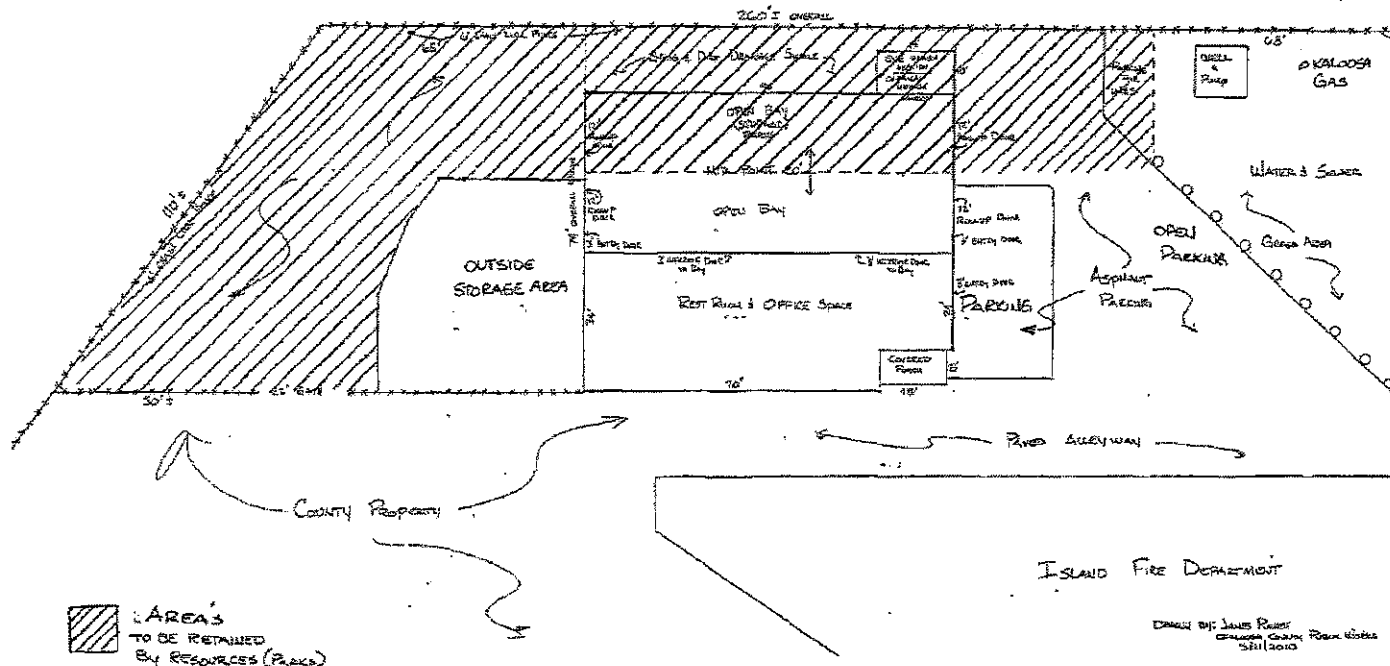
Before me, the undersigned officer duly authorized to take acknowledgements in the COUNTY and STATE aforesaid, personally appeared INSERT NAME OF LESSEE'S SIGNOR who, under oath, deposes and says that he/she is authorized to execute contracts and lease agreements and that he/she executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 11 day of December, 2017.

Lynnette Strong
NOTARY

My Commission Expires: February 23, 2020

**Exhibit A
Leased Premises**



OLD ISLAND FIRE STATION PROPERTY
USAGE DETAIL PLAN
Page 11 of 14

Lease For Emerald Coast Wildlife Refuge, Inc.



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).

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

Procurement/Contract/Lease Number: TBD Tracking Number: 2140-18
 Procurement/Contractor/Lessee Name: Emerald Coast Wildlife Refuge, Inc Grant Funded: YES NO
 Purpose: lease to Refuge
 Date/Term: 9-29-18 w/ 1 yr renewal
 Amount: \$1
 Department: PW
 Dept. Monitor Name: Autry

1. GREATER THAN \$100,000
 2. GREATER THAN \$50,000
 3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 12-11-17
 Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written: NA
 _____ Date: _____
 Grants Coordinator Renee Biby

Risk Management Review

Approved as written: see email attached
 _____ Date: 11-21-17
 Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached
 _____ Date: 12-5-17
 County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:
 _____ Date: _____
 Finance Manager or designee

Zan Fedorak

From: Krystal King
Sent: Tuesday, November 21, 2017 8:31 AM
To: Zan Fedorak
Cc: Laura Porter
Subject: RE: Emerald Coast Wildlife Refuge Lease For Review

Sorry Zan I don't see this one in my email anywhere.....weird. Risk Management approved.

Krystal King
Okaloosa County
Risk Management
(850)688-5977
Fax (850)688-5973

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: Monday, November 20, 2017 12:50 PM
To: Krystal King <kking@co.okaloosa.fl.us>
Cc: Laura Porter <lporter@co.okaloosa.fl.us>
Subject: FW: Emerald Coast Wildlife Refuge Lease For Review

Good Afternoon Krystal,

Just following up on this. I really need to get this finished up.

Thanks,
Zan

From: Zan Fedorak
Sent: Thursday, November 9, 2017 1:42 PM
To: Krystal King <kking@co.okaloosa.fl.us>
Cc: Laura Porter <lporter@co.okaloosa.fl.us>
Subject: Emerald Coast Wildlife Refuge Lease For Review

Good Afternoon Krystal,

Please review the insurance requirements for the attached lease. Let me know if you have any questions.

Thanks,
Zan

Zan Fedorak

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, December 5, 2017 2:03 PM
To: Zan Fedorak
Cc: Hoshihara, Lynn
Subject: RE: Emerald Coast Wildlife Refuge Lease

This is approved for legal purposes.

From: Zan Fedorak [mailto:zfedorak@co.okaloosa.fl.us]
Sent: Tuesday, December 05, 2017 2:55 PM
To: Parsons, Kerry
Cc: Hoshihara, Lynn
Subject: RE: Emerald Coast Wildlife Refuge Lease

Kerry,

I have added the provision below as Section 27.

Thanks,
Zan

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Tuesday, December 5, 2017 12:13 PM
To: Zan Fedorak <zfedorak@co.okaloosa.fl.us>
Cc: Hoshihara, Lynn <lhoshihara@ngn-tally.com>
Subject: RE: Emerald Coast Wildlife Refuge Lease

Exhibit B needs to be referred to in the body of the lease. I recommend using the following provision:

FEDERAL REGULATIONS: The parties agree to comply with the Federal Regulations as set forth in Exhibit B, which is expressly incorporated herein as part of the Agreement.

Otherwise the lease looks good.

From: Zan Fedorak [mailto:zfedorak@co.okaloosa.fl.us]
Sent: Tuesday, December 05, 2017 12:56 PM
To: Parsons, Kerry
Cc: Hoshihara, Lynn
Subject: FW: Emerald Coast Wildlife Refuge Lease

Good Afternoon Kerry,

I posted this for advertisement on the County website on 11/27/17. I would like to have it on the agenda for the 12/19/17 meeting which should give it 2 weeks of advertisement like we discussed. Have you had a chance to review for changes? I would like to get it out for signature so I can ensure I make the agenda deadline of 12/11/17.

Thanks,
Zan