PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS** 

#### AGENDA ITEM SUMMARY

Agenda Item:

Meeting Date: Ap	oril 10, 2007	[X]	Consent	[ ] Regular [ ] Public Hearing
Department:		11	worksnop	[] Public Hearing
Submitted By:	Department of A	irports		
Submitted For:				

### I. EXECUTIVE BRIEF

# Motion and Title: Staff recommends motion to:

- Α. Approve the Agreement for Cancellation of Lease Agreement with the State of Florida Department of Juvenile Justice effective September 30, 2007; and
- Β. Adopt a Resolution of the Board of County Commissioners of Palm Beach County, Florida, authorizing the lease of certain real property to State of Florida Department of Juvenile Justice pursuant to Section 125.38, Florida Statutes; and providing for an effective date; and
- C. **Approve** the Lease Agreement with the State of Florida Department of Juvenile Justice with a commencement date of October 1, 2007 and terminating on September 30, 2011 with an initial annual rental of \$241,201 and annual increases of three (3) percent; and
- D. Approve the State of Florida Department of Management Services Disclosure Statement pursuant to Section 255.2501, Florida Statutes.

Summary: On June 19, 2003 the Board approved a Lease Agreement (R2003-1337) with the State of Florida Department of Juvenile Justice (DJJ) for the lease of 28,921 sq. ft. of building space, associated parking and ground totaling 4.22 acres (Premises) located at 3400 Belvedere Road for the evaluation, processing and treatment of juveniles and administrative offices. The Lease Agreement provided for a five-year term effective July 1, 2003 and terminating on June 30, 2008. On September 27, 2005 the Board approved the Agreement for Modification (R2005-1863) with the DJJ which provided a reduction in the DJJ leasehold by .666 acres.

The DJJ desires to terminate the existing Lease Agreement and enter into a new Agreement which will provide for a new four-year term effective October 1, 2007. The new Lease Agreement will add 39 months to the existing term. Countywide (LMB)

Background and Justification: On June 19, 2003 the County entered into an agreement with DJJ to lease the Premises. On September 27, (continued on page 3)

#### Attachment:

1

- 1. Agreement for Cancellation of Lease Agreement (5)
- 2. Resolution to authorize lease of property (3)
- 3. Lease Agreement (5)
- 4. State of Florida, Dept. of Management Services Disclosure Statement (5)

Recommended By:	Shan felly	3/14/07
	Department Director	Date
Approved By:	Lugiten	>/2/07

**County Administrator** 

Date

# **II. FISCAL IMPACT ANALYSIS**

# A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>07</u>	20 <u>08</u>	20 <u>09</u>	20 <u>10</u>	20 <u>11</u>
Capital Expenditures Operating Costs					
Operating Revenues Program Income (County) In-Kind Match (County)		<u>(60,301)</u>	<u>(248,431)</u>	(255,083)	<u>(263,759)</u>
NET FISCAL IMPACT	-0-	<u>(60,301)</u>	<u>(248,431)</u>	<u>(255,083)</u>	<u>(263,759)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes <u>x</u> No <u>Budget Account No: Fund <u>4100</u> Department <u>120</u> Unit <u>8452</u> Object <u>4413</u> Reporting Category <u>Section</u></u>

# B. Recommended Sources of Funds/Summary of Fiscal Impact:

Approval of the new Lease Agreement will add 39 months to the existing term and will result in additional revenues of \$827,574.54 over the term of the Agreement.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

# A. OFMB Fiscal and/or Contract Development and Control Comments:

**B. Legal Sufficiency:** 

County Attorney

Contract Dev. and Control 31/6/0This item complies with current

This item complies with current County policies.

C. Other Department Review:

**Department Director** 

REVISED 9/03 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

# (Background continued)

2005 the parties agreed to a reduction in the size of the leased premises which the Department needed to construct a new Communications/Administration Building. The DJJ and the Department desire to enter into a new agreement for a four-year term effective October 1, 2007. The Resolution is required by Florida Statute 125.38.



### STATE OF FLORIDA

# DEPARTMENT OF MANAGEMENT SERVICES AGREEMENT FOR CANCELLATION OF LEASE AGREEMENT

LEASE NO: 800:0276 MODIFICATION NO: 2

WHEREAS, the Department of <u>Department of Juvenile Justice</u>, Lessee, has previously entered into Lease Number <u>800:0276</u>, on <u>September 26, 2003</u>, for the term commencing <u>July 1</u>, <u>2003</u>, which now terminates the <u>30<sup>th</sup></u> day of <u>June, 2008</u>; the current Lessor being <u>Palm Beach</u> <u>County, a political subdivision of the State of Florida</u>; and

WHEREAS, the Department has determined that the continued use of said space will no longer be required after <u>September 30, 2007</u>.

**THEREFORE**, in consideration of the mutual promises and covenants herein contained, the Lessor and Lessee do hereby agree to cancel and terminate the above Lease No.: <u>800:0276</u> and that the lease shall become null and void effective <u>September 30, 2007</u>.

# SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

# ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES				
Signed, sealed and delivered in the preset	nce of:		NTY, A POLITICAL SUBDIVISION OF RIDA BY ITS BOARD OF CITY	
Print or Type Name of Witness		BY:	(SEAL) , Chairman	
Witness Signature		Attest:		
Print or Type Name of Witness AS TO LESSOR			, Clerk and Comptroller	
APPROVED AS TO FORM AND LEGAL SUFF	FICIENCY:	APPROVED AS T	O TERMS AND CONDITIONS:	
BY: County Attorney		By: Bruce V. Pell Department of		
Signed, sealed and delivered in the presence of:		LESSEE: STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE		
Print or Type Name of Witness				
		By:		
Witness Signature			asing & Land Acquisitions Section	
Print or Type Name of Witness AS TO LESSEE		Bureau of Gene	eral Services	
APPROVED AS TO CONDITIONS AND NEED THEREFOR DEPARTMENT OF MANAGEMENT SERVICES	LEGALITY, SU	to Form and bject Only To Full Execution by the	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES	
General Services Manager, Bureau of Real Property Management	GENERAL COU DEPARTMENT SERVICES	JNSEL OF MANAGEMENT	GENERAL COUNSEL DEPARTMENT OF JUVENILE JUSTICE	
Director Division of Facilities Management	By:		By: Tonja White Asst. General Counsel	
Approval Date:	Print or Ty Approval Da	pe Name TE:	APPROVAL DATE:	

FM 4061 (R05/04)

2 OF 2

# RESOLUTION NO. 2007-\_\_\_\_

# RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY TO FLORIDA DEPARTMENT OF JUVENILE JUSTICE, PURSUANT TO FLORIDA STATUTE SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Juvenile Justice has made application to the Board of County Commissioners of Palm Beach County ("Board") requesting that Palm Beach County lease certain real property owned by Palm Beach County for the evaluation, processing, and treatment of juveniles, and for administrative offices in support thereof; and

WHEREAS, the Board has determined such real property is required for the aforementioned uses and such real property is not needed for County purposes.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

# Section 1. <u>Recitals</u>

The foregoing recitals are true and correct and incorporated herein by reference.

# Section 2. <u>Authorization to Lease Real Property</u>

The Board of County Commissioners of Palm Beach County shall lease to the Florida Department of Juvenile Justice, pursuant to the Lease attached hereto as Exhibit "A" and incorporated herein by this reference, the real property identified in the Lease for the uses identified above for a term of four (4) years and an initial annual rental of two hundred forty-one thousand two hundred and one Dollars and twenty Cents (\$241,201.20) to be adjusted in accordance with the terms of the Lease.

# Section 3. Effective Date.

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner \_\_\_\_\_\_\_\_\_who moved its adoption. The Motion was seconded by Commissioner \_\_\_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Commissioner Addie L. Greene, Chairperson Commissioner John F. Koons, Vice Chair Commissioner Karen T. Marcus Commissioner Warren H. Newell Commissioner Mary McCarty Commissioner Burt Aaronson Commissioner Jess R. Santamaria

The Chair thereupon declared the resolution duly passed and adopted this

\_\_\_\_day of \_\_\_\_\_,2007.

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

Ву:\_\_\_\_

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

Assistant County Attorney

.



# STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES LEASE AGREEMENT

#### **ZONE: 20**

LEASE NO.: 800:0345

THIS LEASE AGREEMENT, entered into this \_\_\_\_\_day of \_\_\_\_\_,20\_\_\_A.D., between PALM BEACH COUNTY, a political subdivision of the State of Florida party of the first part, hereinafter called the Lessor whose Federal Identification Number (F.E.I.D. or S.S.) is <u>59-6000785</u>, and the

State of Florida Department of Juvenile Justice Circuit: Fifteen (15) Bureau of: Assessment Center

party of the second part, hereinafter called the Lessee,

#### WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in the

3400 Belvedere Road	West Palm Beach	33409	Palm Beach
(Name of Building)	(City)	(Zip Code)	(County)
Florida, described as follows:			

The premises hereby leased consists of that certain building located at 3400 Belvedere Road, West Palm Beach, Florida, containing a total of 28,921 square feet along with 3.556 acres of associated ground, being situated on the Airport, in Section 32, Township 43 South, Range 43 East, Palm Beach County, Florida, all as more particularly described on Exhibit "A", dated July 14, 2005, attached hereto and by this reference, made a part thereof;

which, shall constitute an aggregate area of  $\underline{28,921}$  square feet of net rentable space measured in accordance with the Department of Management Services' <u>Standard Method of Space Measurement</u>, and which comprises approximately  $\underline{100}$ % of the  $\underline{28,921}$  net square feet in the building at the rate of \$ (See Addendum "A") per square foot per year. The parking spaces are for the exclusive use of the Lessee as part of this lease agreement, more particularly described on Exhibit "A", dated July 14, 2005, attached hereto and by this reference made a part hereof.

#### I TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1<sup>st</sup> day of October, 2007 to and including the 30<sup>th</sup> day of September, 2011.

#### II RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of (See Addendum "A") (<u>\$ See Addendum "A"</u>) per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable the month following the month of occupancy in accordance with Section 215.422, Florida Statutes. The rentals shall be paid to the Lessor at

ATTN: Finance Division, Department of Airports, 846 Palm Beach International Airport, West Palm Bach, Florida 33406-1470 (Address) (City) (Zip Code)

#### III HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1.a. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor.

b. The Lessor-agrees to maintain thermostats in the demised premises to achieve an average zone temperature of 75 degrees Fahrenheit-during-the heating-and cooling seasons and certifies that boilers herein have been calibrated to permit the most efficient operation.

\*2. The Lessor-agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the lease at the expense of the Lessor.

3. All services required above shall be provided during the Lessee's normal working hours, which are normally from 7:30-a.m. to 5:30 p.m., Monday through Friday excluding state holidays.

IV LIGHT FIXTURES

1.a. The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee.

\*b. The Lessor shall-be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

2. The Lessor-certifies that the lighting levels within the demised premises are maintained at and do not exceed the following levels: 10 footcandles in halls and corridors; 30 footcandles in other-public-areas; a minimum-of-50 footcandles in office, conference rooms, and other levels as set forth in the State Energy Management-Plan, Volume-II, Section F.

#### **MAINTENANCE AND REPAIRS**

1. The Lessor shall-provide for interior maintenance and repairs in accordance with generally-accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due-to-normal usage .- The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

2. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

3. The Lessor shall-maintain the interior and exterior of the demised premises including grounds-and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any-renewal periods.

4. The Lessor agrees to furnish pest-control services for the leased premises during the term of the lease at the expense of the Lessee.

#### **\*VI UTILITIES**

That the Lessor will promptly pay all gas, water, sewer, solid waste, power and electric light rates or charges which may become payable during the term of this lease for the gas, water, sewer and electricity used and disposal of solid waste generated by the Lessee on the premises; and if the lease is for 5,000 square feet or greater, separately metered for all energy and fuels which may be consumed by Lessee, alone, Lessee will provide Lessee, in a form and manner agreed upon, timely and accurate data on Lessee's monthly consumption or use of electricity, natural-gas, LP-gas and/or fuel-oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

These are the only Articles in which the word "Lessor" can be changed to "Lessee" by the Lessee without authorization from the Division of Facilities Management. (Rule 60H-1.003 Florida Administrative Code)

#### VII ACCESSIBILITY STANDARDS AND ALTERATIONS

1. The Lessor agrees that the demised premises now conform, or that, prior to Lessee's occupancy, said premises shall, at Lessee's expense, be brought-into conformance with the requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.513, Florida Statutes, and the current-Florida Disability Code for Building Construction, providing requirements for-persons with-disabilities and with the requirement of Public Law-101-336, enacted July-26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR-Part 1191, Known as the "Americans with Disabilities Act of 1990."

2. That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

#### VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee for loss or damage to the property. IX

FIRE AND OTHER HAZARDS

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessee at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessee as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

2. The Lessee shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessee shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessee agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

3. The Lessor-certifies that no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

4. The Lessor-certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

#### Х **EXPIRATION OF TERM**

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

#### XI SUBLETTING AND ASSIGNMENT

The Lessee upon obtaining written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises or to assign all or any part of the demised premises.

#### XII NOT CONSENT TO SUE

The provisions, terms or conditions of this lease shall not be construed as a consent of the State of Florida to be sued because of said lease hold.

#### XIII WAIVER OF DEFAULTS

, <sup>1</sup>, 1,

Lease No.: 800:0345

The waiver by either party of any breach of this lease by either party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

#### XIV RIGHT OF LESSOR TO INSPECT

The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease. **BREACH OF COVENANT** XV

These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

#### XVI ACKNOWLEDGMENT OF ASSIGNMENT

That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by the Lessor. XVII TAXES, INSURANCE AND COMMISSIONS

1. Lessor shall pay all real-estate taxes and fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.

2. Lessor agrees, covenants, certifies and warrants to Lessee that no portion of the rent payable pursuant to Article II of this Lease Agreement is at an increased rate, above the going rate of the building, based on or attributable to any commission or fee which is paid or is payable by Lessor as the result of Lessor's having utilized or contracted for the services of any real estate broker, salesman, agent or firm in any aspect of Lessor's dealings or any dealings involving the leasing of the demised premises to Lessee. **XVIII AVAILABILITY OF FUNDS** 

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. F.S. 255.2502. XIX USE OF PREMISES

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee. XX RENEWAL

This Lease may be renewed with the prior-written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion, for zero (0) renewals upon the same terms and conditions or as specified on attached addendum. If the Lessee desires to renew this lease under the provisions of this Article, Lessee shall give written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in Article I of this Lease or any applicable renewal period. The Director of the Department of Airports may provide written consent to such renewals on behalf of Lessor.

#### XXI RIGHT TO TERMINATE

The Lessee shall have the right to terminate, without penalty, this lease in the event a State owned building becomes available to the Lessee for occupancy during the term of said lease for the purposes for which this space is being leased in the County of Palm Beach, Florida, upon giving six (6) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested. XXII NOTICES AND INVOICES

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at Palm Beach International Airport, 846 Palm Beach International Airport, West Palm Beach, Florida 33406-1470 with a copy to: Palm Beach County Attorney's Office, 301 North Olive Avenue, Suite 601, West Palm Beach, Florida 33401 (Strend)

(Street) (Zip Code) (City)

and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at:

D11 -	Bui	eau	ot	Cor	itra	acting	and	Purc	hasing
	$\sim$			-		_ ~			0

2737 Centerview Drive, Suite 114	Tallahassee, Florida	32399-3100
(Street)	(City)	(Zip Code)
Invoices, in triplicate, shall be submitted monthly to:	• • •	
DJJ Bureau of Financing and Accounting		
2737 Centerview Drive	Tallahassee, Florida	32399-3100
(Street)	(City)	(Zip Code)
VVIII DEFINITION OF TEDMO		

#### XXIII DEFINITION OF TERMS

(a) The terms "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.

(b) The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto. (c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits. XXIV ADDITIONAL TERMS

# (Check One)

All additional covenants or conditions appear on attached Addendum(s) A, B, C, D, E, and Exhibit A.

No additional covenants or conditions form a part of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, this day of \_\_\_\_\_\_.

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINA	L SIGNATURES	<b>REQUESTED ON</b>	ALL COPIES
Signed, sealed and delivered in the presence of:		LESSOR: PALM BEACH CO	OUNTY, a political subdivision of the s Board of City Commissioners
Print or Type Name		By:	(SEAL) , Chairman
Print or Type Name AS TO LESSOR		ATTEST:	(SEAL) , Clerk & Comptroller
APPROVED AS TO FORM AND LEGAL SUFFICIENCY		Λ	TERMS AND CONDITIONS
By: County Attorney		By: Bruce V. Pelly, Department of	Director,
Signed, sealed and delivered in the preserved in the pres	nce of:	LESSEE: STATE OF FLORII DEPARTMENT OF	DA 7 JUVENILE JUSTICE
Print or Type Name		By: Laura I. Jennir	ngs, Director
Print or Type Name AS TO LESSEE		Purchasing, Leasing & Land Acquisitions Section Bureau of General Services	
APPROVED AS TO CONDITIONS AND NEED THEREFOR DEPARTMENT OF MANAGEMENT SERVICES	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES		APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES
Chief, Bureau of Real Property Management	GENERAL COUNSEL DEPARTMENT OF MANAGEMENT SER		GENERAL COUNSEL DEPARTMENT OF JUVENILE JUSTICE
By:, Director Division of Facilities Management	By: Print or Type Name		By: Tonja White, Assistant General Counsel
APPROVAL DATE: APPROVAL DATE:			Approval Date:

Department of Juvenile Justice Lease No. 800:0345 Location: West Palm Beach, Florida Rental Rate Addendum "A" 28,921 square feet/net rentable

# **BASE RENTAL RATES:**

The Lessor, shall be paid by the Lessee, the following rates for the terms as specified below:

A) Rental October 1, 2007 to and including September 30, 2008 Annual Rental \$241,201.20 (Two hundred forty one thousand two hundred one and 20/100 dollars) Monthly Rental \$20,100.10 (Twenty thousand one hundred and 10/100 Dollars) Rate Per Square Foot Per Year \$8.34 Rental October 1, 2008 to and including September 30, 2009 B) Annual Rental \$248,431.44 (Two hundred forty eight thousand four hundred thirty one and 44/100 dollars) Monthly Rental \$20,702.62 (Twenty thousand seven hundred two and 62/100 Dollars) Rate Per Square Foot Per Year \$8.59 Rental October 1, 2009 to and including September 30, 2010 C) Annual Rental \$255,083.28 (Two hundred fifty five thousand eighty three and 28/100 dollars) Monthly Rental \$21,256.94 (Twenty one thousand two hundred fifty six and 94/100 Dollars) Rate Per Square Foot Per Year \$8.82 D) Rental October 1, 2010 to and including September 30, 2011 Annual Rental \$263,759.52 (Two hundred sixty three thousand seven hundred fifty nine and 52/100 dollars) Monthly Rental \$21,979.96 (Twenty one thousand nine hundred seventy nine thousand and 96/100 Dollars) Rate Per Square Foot Per Year \$9.12 LESSOR: **LESSEE: State of Florida** Palm Beach County, Department of Juvenile Justice

a political subdivision of the State of Florida by its Board of County Commissioners

, Chairman

Laura I. Jennings, Director Purchasing, Leasing and Land Acquisitions Section Bureau of General Services

#### DEPARTMENT OF JUVENILE JUSTICE Lease No.: 800:0345 Location: West Palm Beach, Florida Addendum "B"

#### ARTICLE 1 DEFINITIONS

1.01 "Airport" means the Palm Beach International Airport located in Palm Beach County, Florida.

1.02 "Bond Resolution" means the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented, which is hereby incorporated herein by reference and made a part hereof.

1.03 "Department" means the Palm Beach County Department of Airports.

1.04 "Disposal" means the release, storage, use, handling, discharge or disposal of Hazardous Materials.

1.05 "FAA" means the Federal Aviation Administration.

1.06 "Environmental Laws" means any federal, state, regional or local laws relating to the abatement or control of pollution, the generation, storage or disposal of solid wastes, hazardous wastes, hazardous constituents or hazardous substances or the protection of the environment or human health, as such laws are now or hereafter amended.

1.07 "Hazardous Materials" means any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws.

1.08 "Lease" means that certain Lease Agreement by and between Palm Beach County, a political subdivision of the State of Florida, ("Lessor"), and the State of Florida Department of Juvenile Justice, an agency of the State of Florida ("Lessee"), for the lease of the Premises.

1.09 "Premises" means that certain building located at 3400 Belvedere Road, West Palm Beach, Florida containing a total of 28,921 square feet along with 3.556 acres of associated ground, being situated in Section 32, Township 43 South, Range 43 East, Palm Beach County, Florida, all as more particularly described in Exhibit "A".

#### ARTICLE 2 USE OF PREMISES

2.01 <u>Description of Uses and Rights.</u> Lessee shall use and occupy the Premises solely and exclusively for the evaluation, processing and treatment of juveniles and administrative offices in support thereof. Lessee shall not use, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion for any reason or no reason at all.

2.02 Acceptance of Premises by Lessee. Lessee certifies that Lessee has inspected the Premises and accepts same "As Is", in its existing condition, as of the effective date of the Lease, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Lessee further acknowledges that the Lessor has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any representations or warranties relating to the physical condition of the Premises or any improvements located therein, or the suitability of the Premises or any improvements for Lessee's intended use of the Premises. Lessee acknowledges and agrees that Lessor is not required to perform any repair work, alterations, or remodeling of the Premises as a condition of the Lease. Notwithstanding the foregoing, Lessee is not liable for property damage or personal injury caused by the acts or omissions of Lessor or Lessor's agents, licensees, invitees, subcontractors or employees. The foregoing provision shall not be construed as limiting Lessee's liability for damage or personal injury caused by Lessee or Lessee's agents, licensees, invitees, subcontractors or employees.

2.03 <u>Triple Net Lease</u>. The Lease shall be what is commonly referred to as "triple net" to Lessor, it being understood by the parties that Lessor shall receive rent payments free and clear of any and all impositions, taxes, liens, charges, and expenses of any nature whatsoever relating to ownership or operation of the Premises, including, without limitation, those relating to insurance, repair, maintenance, use, care, or operation.

2.04 <u>Rate Requirements.</u> Notwithstanding any provision of the Lease or this Addendum to the contrary, Lessee acknowledges and agrees Lessor shall have the right to establish and maintain rental rates for the use and occupancy of the Premises to ensure compliance with the provisions of Section 710 of the Bond Resolution and FAA grant assurance requirements.

# ARTICLE 3

### **REPAIRS, MAINTENANCE AND CLEANLINESS OF PREMISES**

3.01 <u>Repairs and Maintenance.</u> Lessor shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises. Lessee shall keep and maintain all portions of the Premises, and all alterations or improvements currently existing or constructed hereinafter on or about the Premises, in good condition and repair, at Lessee's sole cost and expense.

3.02 <u>Cleanliness of Premises.</u> Lessee shall, at its sole cost and expense, at all times maintain the Premises in a neat, orderly, clean, sanitary and presentable condition consistent with good business practice and shall cause to be removed from the Premises all waste, garbage and rubbish. Upon failure of Lessee to carry out the terms of this paragraph, Lessor will provide notice of such failure and provide Lessee with the opportunity to correct such failure. If such correction is not made within ten (10) days after receipt of notification, Lessor may have the work performed and the applicable charges shall be paid by Lessee. Lessee hereby expressly agrees that it shall fully assume and be liable to Lessor for payment of such costs, plus twenty-five percent (25%) administrative overhead. Such costs, plus the administrative cost, shall constitute additional rent and shall be due and payable in accordance with Section 215.422, Florida Statutes, which governs time limits for payment of invoices.

3.03 <u>Signs.</u> No signs, posters or similar devices shall be erected, displayed, or maintained by Lessee in the view of the general public in, on or about the Premises, without the prior written consent of the Department, which consent may be granted or withheld in the Department's sole and absolute discretion for any reason or no reason at all. Any signs, posters or similar devices that are not approved shall be immediately removed at the sole cost and expense of Lessee.

3.04 <u>Lessor's Right to Inspect.</u> Lessor or Lessor's agents shall have the right, upon reasonable prior notice to Lessee (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises or any improvements thereto. Any such entrance into the Premises shall be conducted by Lessor in a manner calculated to minimize interference with or disruption of Lessee's operations within the Premises.

## ARTICLE 4 UTILITIES

Lessee shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the Premises, including, without limitation, construction and connection charges and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall Lessor be liable for an interruption or failure in the supply of any such utility to the Premises.

#### <u>ARTICLE 5</u> IMPROVEMENTS

5.01 <u>Construction of Improvements.</u> Lessee shall be solely responsible for any and all improvements, repairs, alterations or other work necessary to render the Premises suitable for

Lessee's intended use. Lessee shall design and construct such improvements at Lessee's sole cost and expense, in accordance with and in full compliance with applicable building codes and zoning regulations. Lessee shall not make any improvements, additions, modifications or alterations to the Premises (hereinafter collectively referred to as "Alterations"), without the prior written consent of the Department. Lessee shall submit detailed plans and specifications for all Alterations to the Department for written approval prior to commencing work. All work done by Lessee shall be done in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans and specifications.

5.02 <u>Construction Bonds.</u> Lessee shall ensure that all Alterations are constructed to completion in accordance with the approved plans and specifications and that all persons or entities performing work or providing materials relating to Alterations including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials.

5.03 <u>Contractor Requirements.</u> Lessee shall require contractors to furnish for the benefit of Lessor a public construction bond as required under Section 255.05, Florida Statutes, in a form approved by Lessor. Lessee shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive auto insurance, and physical damage insurance on a Builder's Risk form with the interest of Lessor endorsed thereon, in such amounts and in such manner as the Lessor's Risk Management Department may require. The Lessor's Risk Management Department may require additional insurance for any Alterations approved hereunder, in such amounts as it reasonably determines to be necessary.

5.04 <u>Title to Improvements.</u> During the term of the Lease, Lessee shall be deemed to be the owner of all improvements constructed or placed upon the Premises by Lessee. Upon expiration of the term or its sooner termination as provided herein, all improvements constructed or placed upon the Premises by Lessee, shall become the absolute property of Lessor, and Lessor shall have every right, title, and interest therein, free and clear of any liens, mortgages encumbrances. Upon the request of Lessor, Lessee shall provide Lessor with a bill of sale or other evidence of the transfer of ownership of the improvements together with evidence satisfactory to Lessor that the improvements are free from liens, mortgages and other encumbrances.

5.05 <u>No Liens.</u> Lessee covenants and agrees that nothing contained in the Lease or this Addendum shall be construed as consent by Lessor to subject the estate of Lessor to liability under the Construction Lien Law of the State of Florida, it being expressly understood that Lessor's estate shall not be subject to such liability. Lessee shall notify any and all parties or entities performing work or providing materials relating to any Alterations made by Lessee of the provisions of this Article 5.05. If so requested by Lessor, Lessee shall file a notice satisfactory to Lessor in the Public Records of Palm Beach County, Florida stating that Lessor's interest shall not be subject to liens for improvements made by Lessee. In the event that a construction lien is filed against the Lessee's Premises or other Lessor property in connection with any work performed by or on behalf of Lessee, Lessee shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. In the event that Lessee fails to satisfy or transfer such claim within the ten (10) day period, Lessor may do so and thereafter charge Lessee, and Lessee shall promptly pay to Lessor upon demand, as additional rent, all costs incurred by Lessor in connection with the satisfaction or transfer of such claim, including attorney's fees.

#### ARTICLE 6 INSURANCE

Lessee hereby represents and warrants to Lessor that for purposes of Lessee's tenancy under the Lease, Lessee shall be self-insured.

#### ARTICLE 7 DESTRUCTION OF PREMISES

To the extent permitted by law, Lessee hereby assumes full responsibility for the condition of the Premises and character, acts and conduct of all persons admitted to the Premises by or with the actual or constructive consent of Lessee or by or with the consent of any person acting for or on behalf of Lessee. If the Premises, improvements, or any part thereof, during the term or any extension thereof, are damaged by the act, default or negligence of Lessee, or of Lessee's, agents, employees, officers, representatives, guests, invitees, contractors, patrons, or any person admitted to the Premises by Lessee, Lessee shall, at its sole cost and expense, restore the Premises to the condition existing prior to such damage without any abatement or reduction of any rentals due Lessor. Lessee shall commence such restoration within thirty (30) days of any such damage and shall diligently pursue such restoration to completion. All repairs, replacements or rebuilding shall be made by Lessee in accordance with the construction requirements established by the Department. To the extent permitted by law, Lessor hereby assumes full responsibility for the condition of the Premises and character, acts and conduct of all persons admitted to the Premises by or with the actual or constructive consent of Lessor or by or with the consent of any person acting for or on behalf of Lessor, which shall not be construed as including Lessee or Lessee's tenants, agents, employees, officers, representatives, guests, invitees, contractors or patrons. If the Premises, improvements, or any part thereof, during the term or any extension thereof, are damaged by the act, default or negligence of Lessor, or of Lessor's, agents, employees, officers, representatives, guests, invitees, contractors, patrons, or any person admitted to the Premises by Lessor, which shall not be construed as including Lessee or Lessee's tenants, agents, employees, officers, representatives, guests, invitees, contractors, patrons or any person admitted to the Premises by Lessee, Lessor shall, at its sole cost and expense, restore the Premises to the condition existing prior to such damage. Notwithstanding any provision of the Lease to the contrary, in the event the Premises, or any part thereof, shall be destroyed or damaged in whole or in part by fire, water or any other cause rendering the fulfillment of the Lease by Lessor impossible, then Lessor may terminate the Lease. Lessee shall pay all fees, rental, costs and satisfy all of its obligations hereunder arising prior to the time of such termination, whereupon the Lease shall terminate and the parties shall be relieved of all further obligations

hereunder except those obligations which expressly survive expiration or termination of the Lease.

### ARTICLE 8 WASTE AND NUISANCE

Lessee shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act which may result in damage to or depreciation of value of the Premises or which may affect Lessor's fee interest in the Premises or which may result in an unsightly condition.

### ARTICLE 9 HAZARDOUS MATERIALS

Lessee shall not use, maintain, store or dispose of any Hazardous Materials on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Lessee shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. Any Disposal of a Hazardous Material, whether by Lessee or any third party, shall be reported to Lessor immediately upon the knowledge thereof by Lessee. Lessee shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed upon the Premises as a result of the use and occupancy of the Premises by Lessee, or Lessee's agents, licensees, invitees, subcontractors or employees.

### ARTICLE 10 GOVERNMENT REGULATIONS

Lessee shall, at Lessee's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Lessee's use of the Premises or the Premises generally.

#### ARTICLE 11 GOVERNMENTAL RESTRICTIONS

11.01 <u>Federal Right to Reclaim</u>. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes for a period in excess of ninety (90) days, either party may terminate the Lease by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Article 11.01 shall not act or be construed as a waiver of any rights Lessee may have against the United States as a result of such taking.

11.02 <u>Federal Review</u>. Lessee acknowledges the Lease and this Addendum may be subject to review or inspection by the FAA to determine satisfactory compliance with Federal law and/or grant assurance requirements and agrees that the Lease and this Addendum shall be in full force and effect and binding upon both parties pending such review or inspection by the FAA, if applicable; provided, however, that upon such review or inspection all parties hereto agree to modify any of the terms of the Lease or this Addendum which shall be determined by the FAA to be in violation of existing laws, regulations, grant assurances or other requirements.

11.03 <u>Tax Assessment Right</u>. None of the terms, covenants and conditions of the Lease or this Addendum shall in any way be construed as a release or waiver on the part of the Lessor, as a political subdivision of the State of Florida, or any of the public officials of Palm Beach County, of the rights to assess, levy, and collect any ad valorem, non ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the Premises, the business or property of Lessee or any of Lessee's approved sublessees or assignees, if any.

11.04 <u>Height Restriction</u>. Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Title 14, Part 77 of the Code of Federal Regulations, as now or hereafter amended.

11.05 <u>Right of Flight</u>. Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

11.06 <u>Operation of Airport</u>. Lessee expressly agrees for itself, its subleases, successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.

11.07 <u>Release</u>. Lessee acknowledges that noise and/or vibration are inherent to the operation of Airport and hereby releases Lessor from any and all liability relating to the same.

#### ARTICLE 12 SECURITY

Lessee acknowledges and accepts full responsibility for the security of the Premises and any and all inventory and equipment now existing or hereafter placed on or installed at the Premises, and for the prevention of unauthorized access to its facilities and expressly agrees to comply with all laws, rules and regulations of Lessor and of any and all other governmental entities that now or may hereafter have jurisdiction over security of the Premises or Airport, including, but not

limited to, the FAA and Transportation Security Administration.

#### ARTICLE 13 NON-DISCRIMINATION

13.01 <u>Non-discrimination</u>. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (a) no person on the grounds of race, creed, color, national origin, sex, sexual orientation, religion, marital status, age, or disability shall be excluded from participation in or denied the use of the Premises, (b) in the construction of any improvements on, over, or under the Premises and in the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, sexual orientation, religion, marital status, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Part 21 of Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as now or hereafter amended. In the event of the breach of any of the foregoing non-discrimination covenants, Lessor shall have the right to terminate the Lease and to reenter and repossess the Premises and the facilities thereon, and hold the same as if the Lease had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Part 21 of the Code of Federal Regulations are followed and completed including exercise or expiration of appeal rights.

13.02 Disadvantaged Business Enterprises/Affirmative Action. Lessee acknowledges that the provisions of Title 49, Part 23 of the Code of Federal Regulations, Disadvantaged Business Enterprises (DBE), and Title 14, Part 152 of the Code of Federal Regulations, Affirmative Action Employment Programs may be applicable to the activities of Lessee under the terms of the Lease, unless exempted by the foregoing regulations, and hereby agrees to comply with all requirements of the Department, the FAA and the U.S. Department of Transportation, in reference thereto. These requirements include, but are not limited to, the compliance with DBE and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports, and including, if directed by the Department, the contracting of specified percentages of goods and services contracts to Disadvantaged Business Enterprises. Failure to comply with these requirements may be grounds for default and cancellation of the Lease. Any cancellation pursuant to this Article 13.02 shall not be effective until the procedures specified in said federal regulations or established by Lessor are completed, including exercise or expiration of any appeal rights.

#### ARTICLE 14

#### LESSOR NOT LIABLE

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Lessor shall not be responsible or liable to Lessee for any claims for compensation or any losses, damages or injury whatsoever sustained by Lessee including, without limitation, those resulting from failure of any water supply, heat, air conditioning, electrical current, or sewerage or drainage facility, or caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or any cause beyond the control of Lessor. All personal property placed on or moved onto the Premises shall be at the sole risk of Lessee. Lessor shall not be liable for any damage or loss of such personal property. Notwithstanding the above, Lessee is not responsible for claims for compensation or any losses, damages or injury whatsoever sustained as a result of the acts or omission of Lessor or Lessor's agents, licensees, invitees, subcontractors, or employees. The foregoing provision shall not be construed as releasing Lessee from any claims for compensation or any losses, damages or injury whatsoever sustained as a result of the acts or omission of Lessee's agents, licensees, invitees, subcontractors or employees.

#### ARTICLE 15 AUTHORIZED USES ONLY

Notwithstanding anything to the contrary herein, Lessee shall not use or permit the use of the Premises for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Premises for Lessor or Lessee.

#### ARTICLE 16 DISCLAIMER OF LIABILITY

LESSOR HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES LESSOR, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, ITS EMPLOYEES, AGENTS OR INVITEES DURING THE TERM OF THE LEASE OR ANY EXTENDED TERM, INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF LESSEE OR LESSEE'S INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY LESSOR'S NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE PREMISES PURSUANT TO THE LEASE. LESSEE RELEASES LESSOR FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY LESSOR RELATING TO THE LEASE OR THIS ADDENDUM. FURTHERMORE, LESSEE ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY LESSOR OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THE LEASE OR THIS ADDENDUM WAS AT ITS SOLE RISK. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY LESSEE TO INDEMNIFY THE LESSOR FOR THE LESSOR'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS. FURTHERMORE, THE PARTIES EACH ACKNOWLEDGE RESPONSIBILITY FOR DAMAGES CAUSED BY THE NEGLIGENT OR WRONGFUL ACT OR OMISSION OF ANY OF THEIR EMPLOYEES, AGENTS OR INVITEES WHILE ACTING WITHIN THE SCOPE OF THEIR SCOPE OF EMPLOYMENT OR DUTIES. LESSEE SHALL ONLY BE LIABLE FOR SUCH DAMAGES AS ARE ALLOWED UNDER SECTION 768.28, FLORIDA STATUTES, AND SUCH OTHER PROVISIONS OF FLORIDA LAW AS ARE APPLICABLE.

# ARTICLE 17 MISCELLANEOUS

17.01 <u>Waiver</u>. The failure of either party to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that either party may have for any subsequent breach, event of default, or nonperformance, and either parties right to insist on strict performance of the Lease or this Addendum shall not be affected by any previous waiver or course of dealing.

17.02 Subordination.

- A. <u>Subordination to Bond Resolution</u>. The Lease, this Addendum and all rights granted to Lessee are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by Lessor in the Bond Resolution, and Lessor and Lessee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of Lessor to the extent such possession, enjoyment and exercise are necessary to insure compliance by Lessee and Lessor with the terms and provisions of the Lease or this Addendum and Bond Resolution.
- B. <u>Subordination to Federal Agreements</u>. The Lease and this Addendum shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the Lessor acquired the land or improvements thereon, of which the Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Lessee understands and agrees that the Lease and this Addendum shall be subordinate to the provisions of any existing or future agreement between Lessor and the United

States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

17.03 <u>Easements</u>. Nothing in the Lease or this Addendum shall impair any existing utility easements, nor impair the right of access to any existing utility lines. Lessor reserves the right to grant utility easements, licenses and rights-of-way to others over, under, through, across or on the Premises; provided, however, that such grant is not materially detrimental to the proper conduct of Lessee's operations.

17.04 <u>Conflict</u>. The parties agree that the provisions of this Addendum shall control in the event of any conflict or ambiguity between the Lease and this Addendum.

17.05 <u>Governmental Authority</u>. Nothing in the Lease or this Addendum shall be construed to waive or limit either parties governmental authority as a political subdivision of the State of Florida.

17.06 <u>Rights Reserved to the Lessor</u>. All rights not specifically granted Lessee by the Lease or this Addendum are reserved to the Lessor.

17.07 <u>Invalidity of Clauses</u>. The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of the Lease or this Addendum shall have no effect upon the validity of any other part or portion thereof.

17.08 <u>Governing Law</u>. The Lease and this Addendum shall be governed by and in accordance with the laws of the State of Florida.

17.09 <u>Venue</u>. Venue in any action, suit or proceeding in connection with this Agreement shall be filed and held in a court of competent jurisdiction pursuant to Florida Statutes.

17.10 <u>Paragraph Headings</u>. The heading of the various articles and sections of the Lease and this Addendum are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of the Lease or this Addendum or any part or parts of the Lease or this Addendum.

17.11 <u>No Recording</u>. Lessee shall not record the Lease, this Addendum or any memorandum or short form of either in the Public Records of Palm Beach County, Florida.

17.12 <u>Binding Effect</u>. The terms, conditions and covenants of the Lease and this Addendum shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

17.13 <u>Performance</u>. The parties expressly agree that time is of the essence in the Lease and this Addendum and the failure by Lessee to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of Lessor, in addition to any other rights or remedies, relieve Lessor of any obligation to accept such performance without liability.

17.14 <u>Non-Exclusivity of Remedies</u>. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or inequity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17.15 <u>Construction</u>. No party shall be considered the author of the Lease or this Addendum since the parties hereto have participated in extensive negotiations and drafting and redrafting of both documents to arrive at a final agreement. Thus, the terms of the Lease and this Addendum shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of the Lease or this Addendum and the same shall remain in full force and effect.

17.16 <u>Entirety of Agreement</u>. The parties agree that the Lease and this Addendum sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Lease and this Addendum may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

17.17 <u>Incorporation by References</u>. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Addendum by such reference.

17.18 <u>Survival</u>. Notwithstanding any early termination of the Lease, Lessee shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Lessee hereunder arising prior to the date of such termination.

17.19 <u>Remedies Cumulative</u>. The rights and remedies of the parties hereto with respect to any of the terms and conditions of the Lease and this Addendum shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the parties.

17.20 <u>Radon</u>. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from Lessor's public health unit.

17.21 <u>Annual Appropriation</u>. Lessor's performance and obligation to pay under this contract is contingent upon annual appropriation by the Palm Beach County Board of County Commissioners.

### ARTICLE 18 INDEMNIFICATION

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor harmless against any actions, claims or damages arising out of Lessee's negligence in connection with the Lease or this Addendum. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by Lessee to indemnify Lessor for Lessor's own negligent, willful or intentional acts. The provisions of this Article 18 shall survive termination of the Lease.

#### ARTICLE 19 DEFAULT BY LESSOR

Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor, specifying wherein Lessor has failed to perform such obligations; provided, however, that if the nature of Lessor's obligations is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, Lessor and Lessee have executed this Addendum, or have caused the same to be executed as of the day and year first above written. ATTEST: PALM BEACH COUNTY a political

By:

By:

**LESSEE:** 

State of Florida

CONDITIONS

Bruce V. Pelly

# PALM BEACH COUNTY, a political subdivision of the State of Florida by its Board of County Commissioners

APPROVED AS TO TERMS AND

Director, Department of Airports

**Department of Juvenile Justice** 

, Chairman

# Sharon R. Bock, Clerk and Comptroller

By: Clerk

(SEAL) APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

County Attorney

Witnesses:

Signature

Print Name

By:\_\_

Laura I. Jennings, Director Purchasing, Leasing and Land Acquisitions Bureau of General Services

Signature

Print Name

APPROVED AS TO FORM AND LEGALITY, SUBJECT TO FULL AND PROPER EXECUTION BY THE PARTIES

GENERAL COUNSEL DEPARTMENT OF JUVENILE JUSTICE

By:

Tonja White, Assistant General Counsel

Approval Date: \_\_\_\_\_



# STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

PUBLIC ENTITY CRIME STATEMENT

Addendum Number C

#### LEASE NUMBER: 800:0345

**Public Entity Crime Statement:** 287.133 Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the department:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

LESSOR: Palm Beach County, a political subdivision of the State of Florida by its Board of County Commissioners

$\bullet$	
	, Chairman
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Date	



# STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

# PUBLIC HURRICANE EVACUATION SHELTER Addendum D

#### LEASE NUMBER: 800:0345

Pursuant to Chapter 252.385 (4)(b) F.S.; facilities that are solely occupied by state agencies and have at least 2,000 square feet of net rentable space in a single room or a combination of rooms each having a minimum of 400 square feet may be required to serve as a public hurricane evacuation shelter at the request of the local emergency management agencies.

It is hereby agreed and understood that in the event the facility being leased is selected for use as an emergency shelter the lessor, upon receiving notice form the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.

#### PALM BEACH COUNTY, a public subdivision of the State of Florida by its Board of City Commissioners



, Chairman

Date



# STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

# DISCRIMINATION Addendum E

# LEASE NUMBER: \_\_\_\_\_800:0345\_\_\_\_

An entity who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

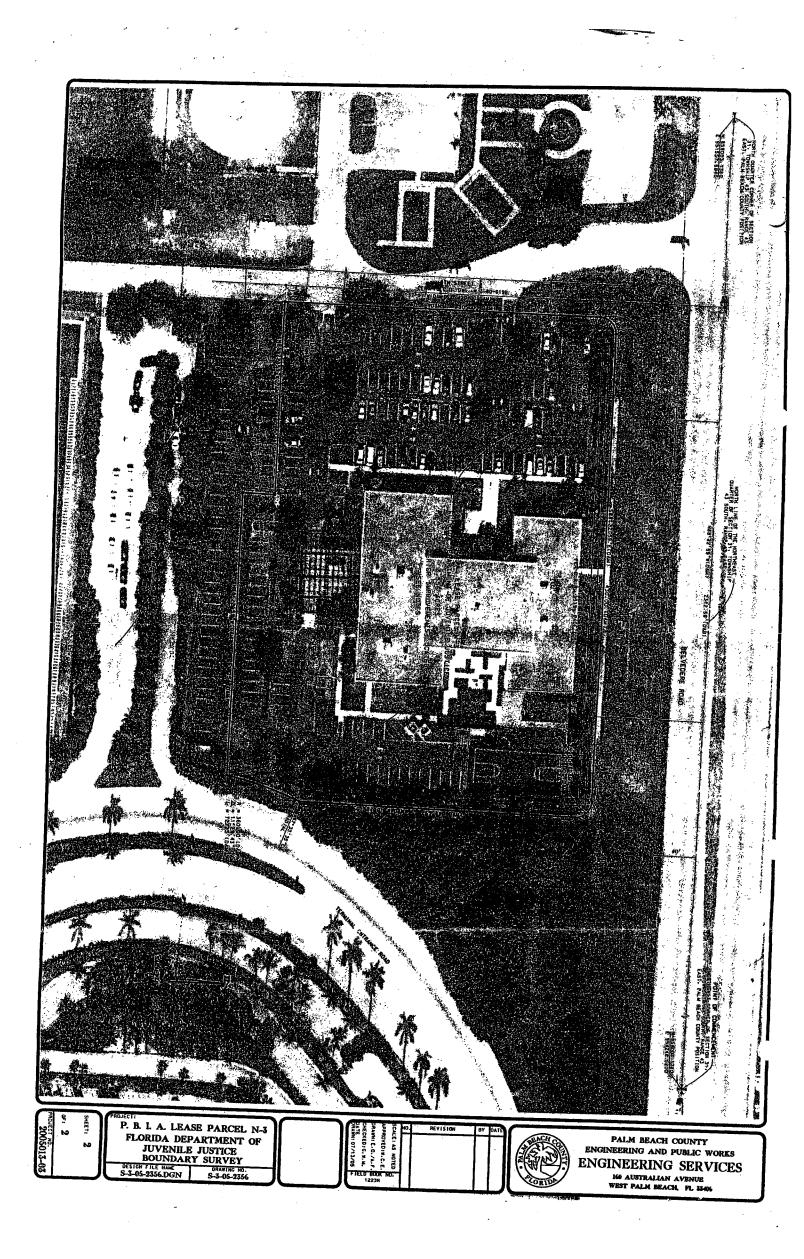
> PALM BEACH COUNTY, a public subdivision of the State of Florida by its Board of City Commissioners

> > , Chairman

Date

# EXHIBIT "A" THE PREMISES

EXHIBIT J", DESCRIPTION OF PREMISES COUNTY OF PALM BEACH PALM BRACH COUNTY RUGINEERING AND PUBLIC WORKS ENGINEERING SERVICES MA AUGTRALIAN AVENUE STATE OF FLORIDA BOARD OF COUNTY COMMISSIONERS \$ ' PROJECT NO. 2005013-03 P. B. I. A. LEASE PARCEL N-3 FLORIDA DEPARTMENT OF P.8.1.A. FLORIDA DEPARTMENT UVENILE JUSTICE LE JUVENILE JUSTICE OESCRIPTION A PARCEL OF LAND SITUATED IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43, EAST. PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULLARY DESCRIBED AS FOLLOWS' BOUNDARY SURVEY KAREN T. MARCUS DISTRICT I BEACH JEFF KOONS WARREN H. NEWELL **DISTRICT 3 DISTRICT 2** m OLit ZH 1 ZIN MARY MCCARTY BURT AARONSON PA DISTRICT 4 ġ. **DISTRICT 5** SAID PARCEL CONTAINING 3.556 ACRES OR 154.906 SQUARE FEET MORE OF LESS. SCALE: AS NOTED ROVED: W.C. RAWN: A.B.F. SURVEYOR'S REPORT TONY MASILOTTI ADDIE L. GREENE SURVEYOR'S REPORT (CONTINUING) CHECKED: G.W.M. BEARINGS ARE BASED ON A GRID INAD 83. 1990 ADJUSTED) BEARING OF NORTH 80-22'95' NESY ALONG THE HOMUMENTED NORTH LINE OF SECTION 31. TOWNSHIP 43 SOUTH. RANGE 43 EAST (AS SHOWN ON THIS SURVEY) AND ALL GTHER BEARINGS ARE RELATIVE THERETO. LORT DATE DRAWN: 07/13/05 NO REGETATION INDETIFICATION OR LOCATIONS WAS REQUESTED BY THE CLIENT. **DISTRICT 6** DISTRICT 7 THERE ARE NO APPARENT USAGES ON THE PROPERTY. OTHER THAN THOSE ITEMS SHOWN ON THIS SURVEY. THIS INSTRUMENT PREPARED BY GLENN W. MARK. P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER. 160 AUSTRALIAN AVENUE, WEST PALM BEACH, FLORIDA 33408. SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST UNDERGROUND FOUNDATIONS AND UTILITIES MAY BE PRESENT. NO UNDERGROUND FOUNDATIONS OR UTILITIES WERE LOCATED BY THIS SURVEY. -RD -NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR a tern a II-I RORE IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD. UNRECORDED DEEDS. EASEMENTS. OR OTHER INSTRUMENTS WHICH ACCORD AFFECT THE SUBJECT PROPERTY. WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR. 25 DOGWWOO COOKDINATES SHOWN ARE GRID NGRE: BANN ELM RO DATEM - NAD 83. 1950 ADJUSTMENT SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL 5 N ZONE - FLORIDA EAST LINEAR UNITS = US SURVEY FOOT FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 1223R. PAGE 51 -Dated G7/11/05. Instruments used were the topcon GTS-4 total station #2 4 HUSKY DATA COLLECTOR. CHARLOTTE ST CODROINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR ALL DISTANCES ARE GROUND RICHMONO THE FILE NAMES ARE OSO13-03.ZAK (SIGHT SURVEY - BOUNDARY CALAULATIONS). & 2005013-03BOUNDARY SURVEY NOTES.DOC (WORD - SURVEY NOTES). PROJECT SCALE FACTOR # 1.000042157 MCGARRY LN 2 GROUND DISTANCE X SCALE FACTOR . GRID DISTANCE DORCHESTER THE SURVEY WAS LAST REVIEWED IN THE FIELD ON THE FOLLOWING DATE: 07/12/05. ALL SEATURE SYMBOLS SHOWN ARE NOT TO SCALE. CERTIFIED TO: PALM BEACH COUNTY DEPARTMENT OF AIRPORTS A POLITICAL SUBDIVISION OF THE STATE OF 2 ORLEANS AERIAL PHOTO BY OTHERS DATED 03/04/2003 FLORIDA. A CT HAZARD AV PROJECT LOCATION THE FOLLOWING STATIONS WERE USED TO CONTROL THE SURVEY "NE CORNER OF SECTION 31. TOWESHIP 43 SOUTH. RANDE 45 CAST. & "AUTOR POOL". REFER TO THE "GEODETIC CONTROL DEHSIFICIATION PROJECT FOR EASTERN PAIL BEACH COUNT" (ORANING NG. S- 3-94-753) FOR ADDITIONAL INFORMATION COMERNIAD ONE CONTROL USED FOR THIS PROJECTS FILED TRAVERSE. 8 COLF ST SANDY UN - 3 NOT VALID WITHOUT THE SIGNATURE AND THE DRIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. COUNTRY ⇒ I HEREBY CERTIFY THAT THE BORDARY SURVEY SNOWN HEREON WAS HADE LODGE WY RESPONSIBLE DIRECTION SURVEY SNOWN HEREON WAS SAID SURVEY HEETS THE WINDLAN TECHNICAL STREPHYLOS DO NOT WITE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND AMPERS IN CHAFTE SIGIT-6. FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.00F. FLORIDA ADMINISTRATIVE CODE. PURSUANT TO MOUNTS ALL EXISTING AND ESTABLISHED CONTROL BASED ON THE MEASUREMENTS SHOWN, MEETS OR EXCEEDS THE RELATIVE DISTANCE ACCURACY REQUIREMENT OF 110.000 (COMMERCIAL/NIGH RISK) REQUIRED BY THIS SURVEY. BOTANICAL CAMERDOELS 5 GARDEN ≷ R0HU Sermar SHEET: 1 ALL APPARENT EXISTING IMPROVEMENTS HAVE NOT BEEN LOCATED OR NOTED ON THIS SURVEY AT THE CLIENT'S REQUEST. 714 05 DATE GLENN W. MARK .PLS NO VERTICAL TOPOGRAPHY WAS REQUESTED BY THE CLIENT. LOCATION MAP of: 2 FLORIDA CERTIFICATE NO. 5304 N.T.S. BOJECT N 2005013-03



STATE OF FLORIDA



# DEPARTMENT OF MANAGEMENT SERVICES DISCLOSURE STATEMENT

Zone: 20 Lease No: 800:0345

Authority: Paragraphs 255.249(2)(h)(i), 255.01 F.S.

Check One: \_\_\_\_ Privately Owned \_\_\_\_ Entity Holding Title \_\_X Publicly Owned

Name of Entity: Palm Beach County, a public subdivision of the State of Florida

Name of Facility: 3400 Belvedere Road

Facility Location:: 3400 Belvedere Road

City: <u>West Palm Beach</u> County: <u>Palm Beach</u> Zip: <u>33409</u>

Total Net Rentable Square Footage in Building 28,921

Federal Identification No. (F.I.N. or S.S.N.) 59-6000785

# PUBLICLY OWNED FACILITIES COMPLETE THIS AND SIGNATURE PORTION ONLY: IS THIS FACILITY FINANCED WITH LOCAL GOVERNMENT OBLIGATIONS OF ANY TYPE?

YES X\_NO

This is to certify that the following individual(s) or entity holds 4% or more interest and/or the following public official(s), agent(s) or employee(s) holds any interest in the property or in the entity holding title to the property being leased to the State.

This is to certify that all beneficial interest is represented by stock in a corporation registered with the Securities and Exchange Commission or is registered pursuant to Chapter 517, Florida Statutes, which stock is for sale to the general public. \_\_\_\_\_Yes \_\_\_\_X\_No

If entity is a Corporation (not registered with the Securities and Exchange Commission), provide information for any individual holding 4% or more interest in the Corporation. If no one holds more than 4% then so state.

Home Address:
Principal Occupation:
Occupational Address:
Percent of Interest:
Name:
Home Address:
Principal Occupation:
Occupational Address:
Percent of Interest:

(Attach additional pages if necessary)

Mana

Lease No.: 800:0345

The equity of all others holding interest in the above named property totals: \_\_\_\_\_.

If a public official, agent or employee provide:	
Name of individual:	
Name of public agency:	
Position held:	
If Owner(s) is an Individual:	
(Print or Type)	(Manual Signature)
(Print or Type)	(Manual Signature)
Date Signed:	
If Owner(s) is Corporation, Partnership, Trust, etc:	Palm Beach County, a public subdivision of the State of Florida
	CORPORATE
	, Chairman
This is to certify that I,(Print or Type Name	, as <u>Chairman</u> , (Print or Type Title)
am authorized to sign for the required information	on thereon.
Date Signed:	

Disclosure Statement	
Additional Page	Lease No.:800:0345
Name:	
Home Address:	
Principal Occupation:	
Occupational Address:	
Percent of Interest:	
Name:	
Home Address:	
Principal Occupation:	
Occupational Address:	
Percent of Interest:	
Name:	
Home Address:	
Principal Occupation:	
Occupational Address:	
Percent of Interest:	
Name:	
Home Address:	
Principal Occupation:	
Occupational Address:	
Percent of Interest:	
Name:	
Home Address:	
Principal Occupation:	
Occupational Address:	
Percent of Interest:	