

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	March 11, 2008	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

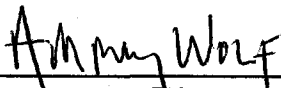

Motion and Title: Staff recommends motion to approve: a Lease Agreement with the Town of Mangonia Park (Town) for approximately 4400 gross square feet of the Mangonia Park Town Hall, formerly occupied by the Mangonia Park Police Department, for a PBSO substation.

Summary: On December 27, 2006, the Palm Beach County Sheriff entered into a law enforcement services agreement (LESA) with the Town of Mangonia Park with services commencing February 1, 2007. As the terms of the LESA require the Town to provide office space to the Sheriff from which to provide services, the County is leasing the former Mangonia Park Police Department space on behalf of the Sheriff. The purpose of this lease is to describe and detail the specific responsibilities of the Town and County with respect to the Sheriff's occupancy of the building. The Lease provides for the use of 4400 square feet of building space and non-exclusive use of the common areas and parking areas around the Town Hall. The term of the Lease shall commence upon execution and extend until the expiration or termination of the LESA or for a period of twenty (20) years, whichever comes first, unless sooner terminated pursuant to the provisions of the lease. No improvements were required for occupancy by the Sheriff. The annual rent is \$1.00 per year. (FD&O Admin) District 6 (JB)

Background and Justification: The County is leasing space in the former Mangonia Park Police Department space on behalf of the Palm Beach County Sheriff. The Sheriff has been occupying the building and providing services since February 1, 2007. This lease describes and details the specific responsibilities of the Town and County with the respect to the Sheriff's occupancy of the building.

Attachments:

Lease Agreement

Recommended By:		2/20/08
	Department Director	Date
Approved By:		2/21/08
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures					
Operating Costs	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.00</u>
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u><u>\$1.00</u></u>	<u><u>\$1.00</u></u>	<u><u>\$1.00</u></u>	<u><u>\$1.00</u></u>	<u><u>\$1.00</u></u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes_____ No X

Budget Account No: **Fund**0001 **Dept**164 **Unit**1604 **Object**4410

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 2-26-08
OFMB *[Circular Stamp]* 2/26/08 CN 2/25/08

W. J. Jones 2/27/68
Contract Development and Control
2/27/68 This Lease Agreement
complies with our
review requirements.

B. Legal Sufficiency:

James Bullock 2/28/08
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

LEASE AGREEMENT

between

**THE TOWN OF MANGONIA PARK
(Landlord)**

and

**PALM BEACH COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
(County)**

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into _____, by and between the **TOWN OF MANGONIA PARK**, a municipal corporation of the State of Florida, hereinafter referred to as "Landlord" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property in Palm Beach County, Florida, known as the Mangonia Park Town Hall, located at 1755 E. Tiffany Drive, Mangonia Park, Florida 33407, (the "Property"); and

WHEREAS, the Property is improved with a Town Hall Building ("Building"); and

WHEREAS, the County desires to lease a section of the Building, formerly occupied by the Mangonia Park Police Department, on behalf of the Palm Beach County Sheriff who is providing law enforcement services to the Landlord pursuant to that certain law enforcement services agreement ("LESA") between the Landlord and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff's Office, Florida, ("Sheriff"), dated December 27, 2006; and

WHEREAS, the purpose of this Lease is to further describe and detail the specific responsibilities of the Landlord and the County with respect to the Sheriff's occupancy of the Building using the business terms generally described in the LESA as the starting point; and

WHEREAS, Landlord is willing to lease the Premises, as hereinafter defined in Section 1.01 below, to the County for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the County to be observed and performed, the Landlord demises and leases to County, and the County rents from Landlord the Premises as hereinafter defined upon the following terms and conditions:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

The Premises subject to this Lease shall consist of the section of the Building

consisting of approximately 4400 gross square feet depicted in Exhibit "A" attached hereto and by reference made a part hereof (the "Premises"). County shall have exclusive use of the Premises.

Section 1.02 Parking and Common Areas.

The use and occupancy of the Premises by County shall include non-exclusive use of the common areas and parking areas around the Building also used by other employees, visitors and the public.

Section 1.03 Length of Term and Effective Date.

The term of this Lease shall commence on the date of full execution of this Lease (the "Effective Date"), and shall extend until the expiration or termination of the LESA or for a period of twenty (20) years, whichever comes first (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

County shall pay Landlord for the use and occupancy of the Premises an annual gross rental of ONE AND 00/100 DOLLAR (\$ 1.00). This Lease is intended to be a "gross" lease and County's obligations hereunder shall be limited to those specifically set forth herein.

Section 2.02 Payment.

All rent due hereunder shall be payable in advance on or before the Effective Date and on each anniversary thereafter during the Term of this Lease. County is a tax-exempt entity as is evidenced by tax exemption #60-2211419753 C. No sales or use tax shall be included or charged with Annual Rent. Payment of rent will be made upon the receipt of an invoice from Landlord mailed to the Palm Beach County Finance Department at P.O. Box 4036, West Palm Beach, Florida 33402. Each invoice must be received at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due. Payment will be mailed to Landlord at the address set forth in Section 15.04 of this Lease.

**ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY**

Section 3.01 Use of Premises.

The Premises shall be used for the establishment and operation of a Palm Beach County Sheriff's substation which includes administrative and related support space for sworn and civilian personnel. Landlord acknowledges that the Premises will be open to the public. County shall not use, permit, or suffer the use of the Premises for any other purpose besides for those identified in, or directly related to the LESA whatsoever without the prior

written consent of Landlord which consent shall not be unreasonably withheld. County's obligations under this Lease are contingent upon such use of the Premises being in compliance with all applicable zoning laws, rules, and regulations affecting the Premises.

Section 3.02 Conduct.

County shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. County acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, county, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises, provided County shall not be required to make alterations, additions, or improvements to the Building in order to conform therewith.

Section 3.03 Hazardous Substances.

County shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

Section 3.04 Surrender of Premises.

Upon termination, expiration, or cancellation of this Lease, County, at its sole cost and expense, shall remove County's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord. Upon surrender of the Premises, title to any Alterations, hereinafter defined below, shall vest in Landlord.

**ARTICLE IV
ALTERATION OF LEASED PREMISES**

Section 4.01 Landlord's Work.

Landlord shall not be obligated or required to perform any improvements whatsoever to the Premises.

Section 4.02 County's Work.

County shall be entitled to make alterations, renovations, improvements, or additions to the Premises ("Alterations") at its sole cost and expense. County agrees and acknowledges that all County's Alterations installed on the Premises by County, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of County, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. Any alterations to the Premises shall require the prior written approval of Landlord in each instance, which approval shall not be unreasonably withheld. County shall submit plans and specifications for all such alterations to Landlord for Landlord's written approval prior to County commencing work on same. Landlord shall provide written response within 30 days after

receipt of request from County, failing which landlord shall be deemed to have consented to such plans and specifications. All work done by County in connection with any Alterations, repairs, and maintenance on the Premises shall be properly permitted and done in a good and workmanlike manner. Any permit applications for alterations to the premises shall be accompanied by landlord's written consent.

ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of Landlord.

(a) Landlord shall maintain the Premises and all portions thereof (interior and exterior) in good repair and tenable condition during the Term of this Lease, except in the case of damage arising from any act of negligence of County, including: interior walls and partitions, interior painting, HVAC maintenance and routine repair, exterior windows, floor coverings, doors, janitorial services, telephones, ceiling tile, electrical fixtures, light bulbs and fluorescent tubes, plumbing and plumbing fixtures, clearing drain and commode blockages, and interior pest control. The Landlord shall provide the County with the name, phone number and reporting procedures (if any) for requesting maintenance services. Landlord shall promptly repair any item on the Premises required to be prepared by landlord under this lease within a reasonable time, but in no event later than 30 days; provided, however, that if the nature of the repair is such that more than 30 days are required for performance, then Landlord shall be entitled to a reasonable period of time under the circumstances in which to perform said repair, provided that landlord diligently proceeds with the repair and provides County a written plan with timeframes for completion of the work within 30 days. If Landlord shall fail to complete any repair within the above time frames, County may complete such repairs and Landlord shall reimburse County for all expenses incurred by County in doing so. Landlord shall be solely responsible for any equipment replacement (exclusive of County provided and owned equipment) required as a result of failure, age, or any other reason other than a negligent or intentional act of County.

(b) The Landlord shall be responsible for all costs and expenses to ensure that the Building and Premises adheres to the most current version of the American Society of Heating, Refrigeration and Air-conditioning Engineers' ("ASHRAE") Standards on ventilation for acceptable indoor air quality throughout the Term of this Lease. Landlord and County each acknowledge and agree that should building sickness symptoms materialize subsequent to the Commencement Date, the Parties will jointly develop an approach to mitigate said symptoms, though the costs of the mitigation shall be borne exclusively by the Landlord. Landlord's failure to perform its obligations pursuant to this Section 5.01 shall constitute a Default by Landlord as provided in Section 10.02 of the Lease.

Section 5.02 Responsibility of County.

County shall be solely responsible for the maintenance, repair and replacement of any

equipment installed or owned by the County, at its sole cost and expense. County shall have no obligation to make modifications to the Premises required by law, except if such modification is required due solely to the use of the Premises as a Sheriff's substation.

Section 5.03 Hazardous Substance Indemnification by Landlord.

Landlord hereby represents and warrants to County that there is not located in, on, upon, over, or under the Premises: (i) asbestos in any form; (ii) urea formaldehyde foam insulation; (iii) polychlorinated biphenyls; or (iv) any other chemical, material, or substance which is prohibited, limited, or regulated by federal, state, county, regional, or local authority. If said substance(s) exist, Landlord shall promptly remove said substance(s) at Landlord's sole cost and expense. County shall be fully responsible for any pollutants, odors, vapors, chemicals, and the like emitted by County's own furniture, fixtures, office machines, and equipment.

**ARTICLE VI
LIABILITY AND INSURANCE**

Section 6.01 Liability.

Each party acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The parties agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

Section 6.02 Liability Insurance.

County shall, during the entire Term hereof, provide Landlord with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One Hundred Thousand Dollars (\$100,000) per person and Two Hundred Thousand Dollars (\$200,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. In the event the Legislature should change the County's exposure by Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

Section 6.03 Personal Property.

All of County's personal property placed or moved in the Premises shall be at the risk

of the County or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents', or its employees' willful or negligent acts or omissions.

Section 6.04 Insurance by Landlord.

Landlord shall, during the entire Term hereof, provide County with a certificate evidencing appropriate insurance coverage pursuant to Article 9 of the LESA. The County shall be listed as an additional insured on such certificates of insurance. Landlord shall be fully responsible for any deductible, uncovered loss, or self-insured retention under the insurance for the Premises. Landlord shall maintain or self-insure for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

**ARTICLE VII
DAMAGE OR DESTRUCTION OF PREMISES AND/OR
COUNTY'S ALTERATIONS**

In the event the Building and/or Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, County shall have no responsibility for the restoration of the Premises, and both the landlord and County shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. Landlord and County each acknowledge and agree that should a casualty result in the termination or suspension of this Lease, that the Parties will jointly develop an approach to providing facilities on a temporary or permanent basis, and that the LESA will be modified by the parties accordingly. In the event County does not exercise its right to terminate this Lease due to any such casualty, Landlord shall promptly commence restoration of the Building and diligently pursue such restoration to completion using materials of like kind and quality or better.

**ARTICLE VIII
UTILITIES AND SERVICES**

Landlord shall provide water, sewer, electricity, and telephone utility service to the Premises boundary, at Landlord's sole cost and expense. Landlord shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges or assessments for water, sewer, electricity, telephone, and trash collection and removal and any other utility used or consumed by County. Landlord shall not be liable for an interruption or failure in the supply of such service to the Premises resulting from a failure of the utility company to provide service to the Premises.

**ARTICLE IX
ASSIGNMENT AND SUBLETTING**

County may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet all or any portion of the Premises, without Landlord's prior written consent. In the event of an approved assignment, County shall be released from any further obligation hereunder. Any sale, mortgage, pledge, or encumbrance of the Property and/or Building by Landlord shall be subject to the terms of this Lease.

ARTICLE X DEFAULT

Section 10.01 Default by County.

The occurrence of any one or more of the following shall constitute an Event of Default by County under this Lease: (i) failure by County to pay the Annual Rent within fifteen (15) days after receipt of notice from Landlord; (ii) failure by County to perform or observe any of the agreements, covenants, or conditions contained in this Lease on County's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure; (iii) County's vacating or abandoning the Premises; or (iv) County's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Landlord shall have the right to give County notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by County, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within such period or within a reasonable period thereafter if the same cannot be cured within such period and County undertakes such cure within such period and the Landlord is so notified, this Lease will continue.

Section 10.02 Default by Landlord.

Landlord shall be in default of this Lease if Landlord shall fail to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from County. In the event the default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, Landlord shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Landlord diligently proceeds with the curing of the default. In the event that the default is not cured by Landlord within the foregoing time period, County, at County's option, may either cure said default and Landlord shall reimburse County for all expenses incurred by County in doing so, or County may give to the Landlord a thirty (30) days notice specifying that the County intends to terminate this Lease. Upon receipt of said notice and expiration of the thirty (30) day period, this Lease and all obligations of County hereunder shall terminate and County shall thereupon be relieved of all further obligations hereunder.

ARTICLE XI

ACCESS BY LANDLORD

(a) County shall solely control access to the Premises and may unilaterally decide whether to re-key, install or re-program the electronic access control to the Premises at any time. Landlord and Landlord's agents and employees shall not receive keys to the Premises.

(b) Landlord shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance, attached hereto as Exhibit "B" and by reference made a part hereof, ("Ordinance") for all Landlord's employees or subcontractors who are required under this Agreement to enter or work at the site of this "critical facility" as identified in Resolution R2003-1274. Landlord acknowledges and agrees that all employees and subcontractors who are to perform work in this critical facility will be subject to a fingerprint based criminal history check and based on the results thereof shall either be: (1) Disqualified from accessing the Premises; (2) cleared for unescorted access; or (3) shall only enter upon the Premises with an escort after following the established check-in procedure.

(c) Landlord shall provide routine custodial and janitorial services after business hours (Monday through Friday, 8 A.M. to 5 P.M.) when the remainder of the Building is serviced.

ARTICLE XII ANNUAL BUDGETARY FUNDING/CANCELLATION

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County. Notwithstanding anything in this Lease to the contrary, County shall have the right to cancel this Lease for any reason upon ninety (90) days prior written notice to Landlord, whereupon the parties shall be relieved of all further obligations hereunder. Landlord and County each acknowledge and agree that, in the event of a termination of this Lease, the Parties will jointly develop an approach to providing facilities on a temporary or permanent basis, and that the LESA will be modified by the parties accordingly.

ARTICLE XIII QUIET ENJOYMENT

Upon the observance and performance of all the covenants, terms, and conditions on County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised and any extensions thereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Waiver, Accord and Satisfaction.

The waiver by Landlord of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by Landlord to or of any act by County requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by County.

Section 14.02 Public Entity Crimes.

As provided in Florida Statutes 287.132-133, Landlord hereby certifies that neither Landlord nor employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to Florida Statutes 287.133 (3)(a).

Section 14.03 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Landlord and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or County unless reduced to writing and signed by them.

Section 14.04 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the Landlord at:
Lee Leffingwell, Town Manager

Mangonia Park Town Hall
1755 E. Tiffany Drive
Mangonia Park, Florida 33407

With a copy to:

Corbett and White, P.A.
Attn: Keith W. Davis, Esq.
1111 Hypoluxo Road, Suite 207
Lantana, Florida 33462
Telephone: 561 586-7116
Fax: 561 586-9611

- (b) If to the County at:
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5603
Telephone: 561-233-0217
Fax: 561-233-0210

With a copy to:

Palm Beach County Sheriff's Office
Attn: Commander Contracts
3228 Gun Club Road
West Palm Beach, Florida 33406
Telephone: 561-688-3000

and

Palm Beach County Attorney's Office
Attn: Real Estate
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225
Fax: 561-355-4398

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 14.05 Brokers' Commission.

Each of the parties represents and warrants to the other that they have not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease.

Section 14.06 Severability.

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14.07 Captions.

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

Section 14.08 Recording.

County shall be entitled to record this Lease or a Memorandum of Lease in the public records of Palm Beach County for the purpose of providing public notice of County's interest in the Premises.

Section 14.09 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

Section 14.10 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

Section 14.11 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.12 Benefit and Binding Effect.

This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

Section 14.13 Radon.

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 County's public health unit.

Section 14.14 Non-Exclusivity of Remedies.

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 in equity 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.

Section 14.15 Non-Discrimination.

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

Section 14.16 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease 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 is held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 14.17 Incorporation by Reference.

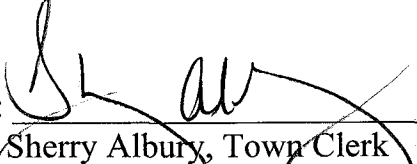
Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 14.18 Effective Date of Lease.

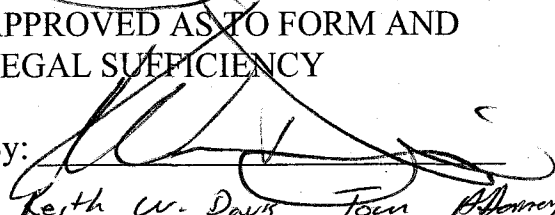
This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, Landlord and County have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

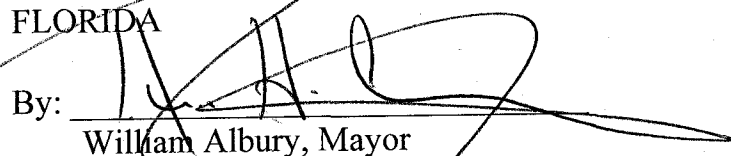
ATTEST:

By: 
Sherry Albury, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Keith W. Davis, Town Attorney 13

TOWN OF MANGONIA PARK,
FLORIDA

By: 
William Albury, Mayor

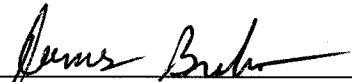
Keith W. Davis, Town Attorney

SHARON R. BOCK
CLERK & COMPTROLLER

COUNTY:
PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

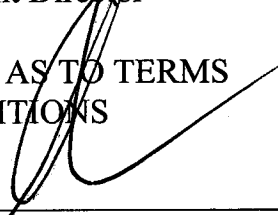
By: 
Legal Advisor

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

APPROVED AS TO TERMS
AND CONDITIONS

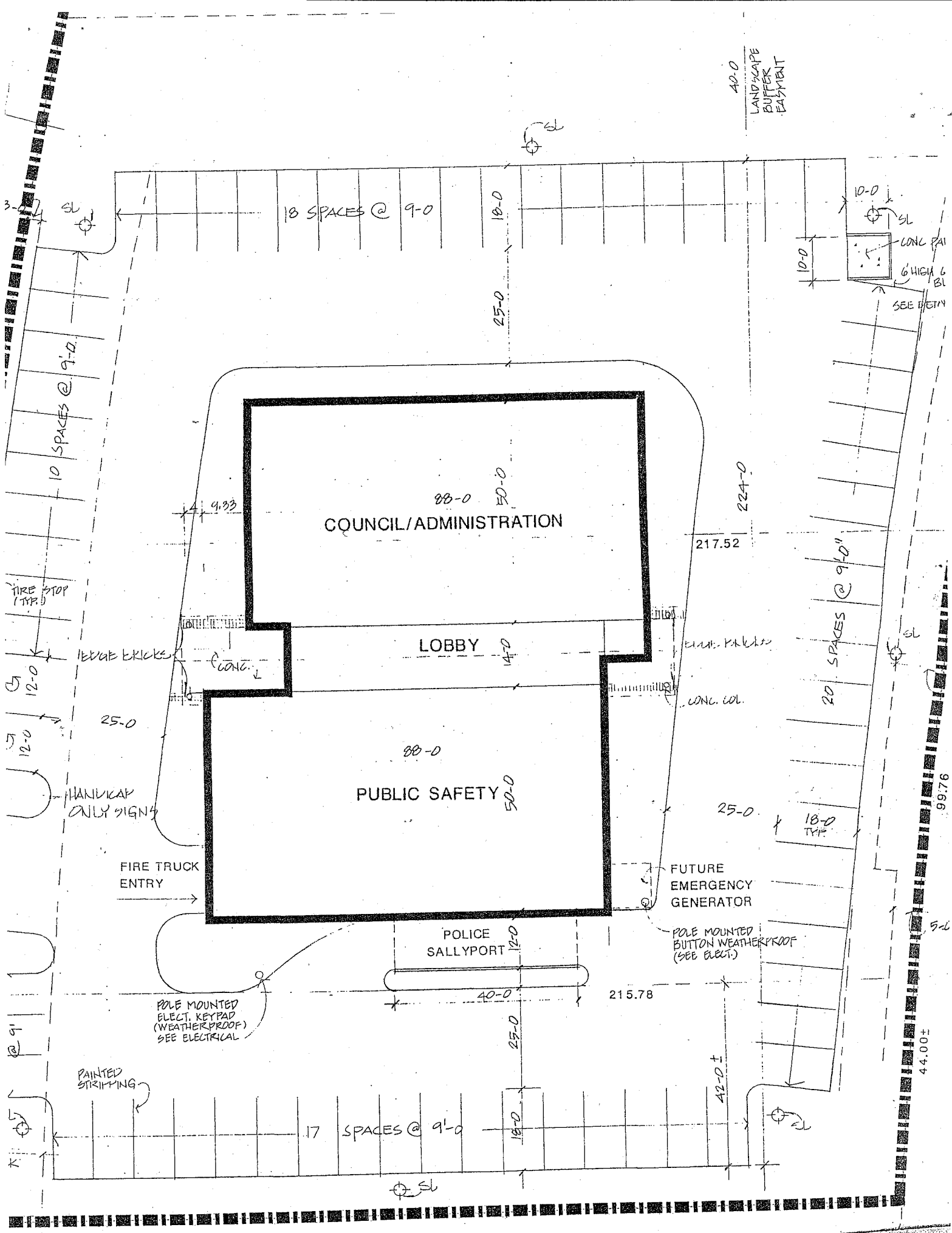
By: 
Ric L. Bradshaw, Sheriff

SCHEDULE OF EXHIBITS

EXHIBIT "A" - SITE PLAN OF "PREMISES"

EXHIBIT "B" - ORDINANCE 2003-030

EXHIBIT "A"
SITE PLAN OF THE "PREMISES"



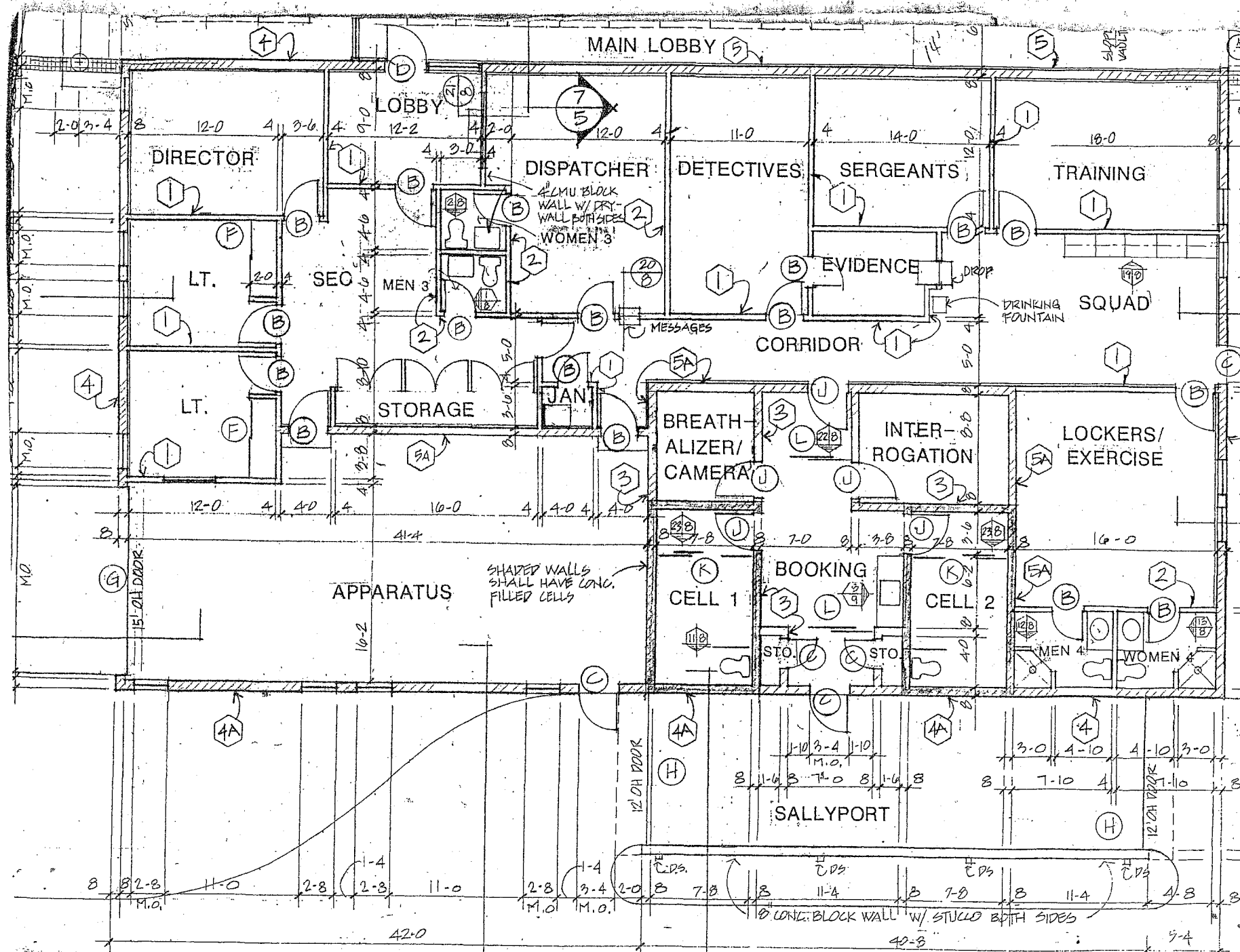


EXHIBIT "B"

ORDINANCE 2003-030

ARTICLE IX. CRIMINAL HISTORY RECORD CHECK

Sec. 2-371. Title.

This article shall be known and may be cited as the "Palm Beach County Criminal History Record Check Ordinance."
(Ord. No. 03-030, § 1, 8-19-03)

Sec. 2-372. Authority.

This article is enacted pursuant to the authority vested in the county by F.S. § 125.5801.
(Ord. No. 03-030, § 2, 8-19-03)

Sec. 2-373. Definitions.

Board means the Board of County Commissioners of Palm Beach County.

Contractor means any person who is not employed by the county and provides or delivers goods or services for, to or on behalf of the county, which shall include, but shall not be limited to, employees and subcontractors of contractors, vendors, repair persons and delivery persons. The term "contractor" shall not include any local, state or federal employees, or any persons employed by any mail, courier, postal or other similar delivery services.

County means the board of county commissioners of the county and its authorized representatives.

Criminal history record check means a fingerprint-based state and national criminal history record check.

Critical facility means those facilities or areas owned, operated or leased by the county that have been determined by resolution of the board to be critical to security or public safety pursuant to section 2-354 of this article.

Disqualifying criminal offense means a conviction of or a plea of nolo contendere or guilty to any of those criminal offenses listed in Appendix "A" to this article. Notwithstanding the foregoing, any conviction for which a full pardon has been granted or for which a person has had his or her civil rights restored shall not be considered a disqualifying criminal offense.

Existing contractor means a contractor who required access to a critical facility prior to the effective date of this article and will continue to require access to the critical facility after the effective date of this article.

New contractor means a contractor who will require access to a critical facility for the first time on or after the effective date of this article.
(Ord. No. 03-030, § 3, 8-19-03)

Sec. 2-374. Critical facilities determination.

The board shall identify by resolution those facilities or areas owned, operated or leased by the county that the board determines to be critical to security or public safety, which resolution may be amended, replaced or supplemented by the board from time to time.
(Ord. No. 03-030, § 4, 8-19-03)

Sec. 2-375. Criminal history record checks.

(a) All contractors shall be required to undergo a criminal history record check conducted by or on behalf of the county in order to retain or be granted unescorted access to any critical facility. Existing contractors shall be required to undergo a criminal history record check within thirty (30) days of the effective date of this article. New contractors shall be required to undergo a criminal history check prior to being granted unescorted access to any critical facility. Any contractor found to have a disqualifying criminal offense or who fails to provide the information necessary to complete a criminal history record check shall, when acting in his or her capacity as a contractor for or on behalf of the county, be denied access to critical facilities or be required to be accompanied by an escort designated by the county in critical facilities. The decision of whether to deny access or require an escort in critical facilities shall be at the discretion of the county.

(b) Prior to submitting a request for a criminal history record check pursuant to this article, the county shall notify each contractor to be fingerprinted that his or her fingerprints will be sent to the Florida Department of Law Enforcement for a state criminal history record check and to the Federal Bureau of Investigation for a national criminal history record check.

(c) The county shall notify any contractor found to have a disqualifying criminal offense in writing that he or she has been found to have a disqualifying criminal offense and will be denied access to critical facilities or be required to be accompanied by an escort designated by the county in critical facilities unless the contractor provides the county with verifiable evidence that he or she does not have a disqualifying criminal offense. The notification shall also state that the contractor has the right to:

- (1) Obtain a copy of his or her criminal history records;
- (2) To challenge the completeness and accuracy of the criminal history records pursuant to state and federal law; and
- (3) To request a correction, change or update to the criminal history records pursuant to state and federal law.

The written notification shall not include specific information regarding the contractor's criminal history records or the nature of the disqualifying criminal offense. The county shall verify the identity of the contractor prior to releasing the criminal history records to the contractor.

(d) The county administrator may establish procedures for the implementation of this article, which may include, but shall not be limited to, procedures for obtaining and processing criminal history record check information, standardizing information to be included in solicitations issued by the county and notifying contractors of the requirements of this article.

(e) Notwithstanding any provision of this article to the contrary, the access restrictions set forth in this article shall only apply when a person is acting in his or her capacity as a contractor for or on behalf of the county.

(f) Nothing in this article shall be construed as prohibiting or preventing the county from conducting any other background screening that the county may lawfully undertake.

(Ord. No. 03-030, § 5, 8-19-03)

Sec. 2-376. Alternative compliance.

A contractor shall be exempt from the requirements of this article if the contractor is subject to and in compliance with the criminal history record check requirements of:

- (1) Title 49 Code of Federal Regulations Parts 1500 et al., as may be amended from time to time or any successor regulation or other federal regulation establishing criminal history record check requirements for public-use airports; or
- (2) Any other federal, state or local law, which are equal to or more stringent than the requirements of this article.

(Ord. No. 03-030, § 6, 8-19-03)

Sec. 2-377. Enforcement.

This article shall be enforceable by all remedies available at law, but shall not be enforced as a misdemeanor in accordance with F.S. § 125.69(1).
(03-030, § 7, 8-19-03)

APPENDIX A. DISQUALIFYING CRIMINAL OFFENSES

1. Carrying a weapon or explosive into building where same is posted as prohibited.
 2. Destruction or vandalism to a public buildings or property.
 3. Conveying false information and threats.
 4. Murder.
 5. Assault with the intent to murder.
 6. Espionage.
 7. Sedition.
 8. Kidnapping or hostage taking.
 9. Treason.
 10. Rape or aggravated sexual abuse.
 11. Unlawful possession, use, sale, distribution or manufacture of an explosive, weapon or weapon of mass destruction.
 12. Terrorism.
 13. Hate crimes.
 14. Extortion.
 15. Armed or felony unarmed robbery.
 16. Distribution of, or intent to distribute, a controlled substance.
 17. Felony arson.
 18. Felony involving a threat.
 19. Felony involving:
 - A. Willful destruction of property.
 - B. Importation or manufacture of a controlled substance.
 - C. Burglary.
 - D. Theft.
 - E. Dishonesty, fraud or misrepresentation.
 - F. Possession or distribution of stolen property.
 - G. Aggravated assault.
 - H. Bribery.
 - I. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one year.
 - J. Violence at any public airport.
 - K. Information technology crimes including, but not limited to, unlawful use of protected information or hacking.
 20. Conspiracy or attempt to commit any of the criminal acts listed in this Appendix A.
 21. Any offense involving animals when the access requirement is a critical facility/area within an animal care and control facility.
 22. Any offense involving juveniles when the access requirement is an aquatic center, gymnasium HeadStart facility, community center or High Ridge Family Center.
- (Ord. No. 03-030, 8-19-03)
Secs. 2-378--2-390. Reserved.