

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Agenda Item #:

5A-1

Meeting Date: May 20, 2014

☐ Consent
☐ Ordinance

☒ Regular
☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve a Lease Agreement with Lutheran Services Florida, Inc., a not-for-profit 501(c)(3) Florida corporation ("LSF") for the provision of Head Start services at 6415 Indiantown Road, Jupiter ("Jupiter");

B) adopt a resolution authorizing the Lease Agreements to LSF for Jupiter;

C) approve a Lease Agreement with LSF at 1440 W. Martin Luther King Blvd. Riviera Beach ("Riviera Beach");

D) adopt a resolution authorizing the Lease Agreements to LSF for Riviera Beach;

E) approve a Lease Agreement with Lutheran Services Florida, Inc., a not-for-profit 501(c)(3) Florida corporation ("LSF") at 3691 Oswego Avenue, West Palm Beach ("Westgate"); and

F) adopt a resolution authorizing the Lease Agreements to LSF for Westgate.

Summary: On September 24, 2013 the Board determined that the County would not apply for Federal Head Start grant funding and supported LSF's grant application to assume responsibility as Head Start grantee effective July 1, 2014. The three Leases are located in County-owned facilities where Head Start services are co-located with other County programs and include; (1) 4,802 sf at Jupiter, (2) 9,237 sf at Riviera Beach, and (3) 2,734.5 sf at Westgate, along with the playground areas at each building. While the Leases are effective upon execution, occupancy of the premises is contingent upon Federal approval of LSF's grant application. LSF will assume responsibility for the secondary building systems and all Head Start program-related maintenance and repair. County is responsible for the base building systems and the capital repairs. The allocation of repair and maintenance responsibilities will be reevaluated after occupancy so the parties can make adjustments based on actual experience and an amendment will be executed prior to May 1, 2015 to document any adjustments. The Leases identify which specific County assets will remain at the premises for use by Tenant and requires LSF to return the assets to County at the Lease Term or LSF will be required to pay County the undepreciated value of such assets. The annual rent is One Dollar (\$1.00). The initial term of each Lease is five (5) years, with two (2) renewal options, for five (5) years each. The County may terminate the Leases; 1) immediately if LSF's grant application is not approved or funded on or before July 1, 2014, and 2) with 180 days notice prior to the end of the grant year. LSF may terminate the Leases with 90 days notice to County. **(FDO Admin) Countywide (HJF)**

Background and Policy Issues: These Leases enable LSF to continue to offer Head Start programming at established Head Start sites within the County. The current student enrollments are; (a) Jupiter, 67; (b) Riviera Beach, 111; and (c) Westgate 35. LSF will share these buildings with the Community Action Program and the Parks and Recreation Department. There is a related agenda item for a Donation Agreement for property and equipment requested by LSF for use in Head Start programming. Additionally, on June 3, 2014, ISS is presenting a network communication agreement with LSF for telephone and network communication services for all of the LSF leased buildings. LSF is a Florida not-for-profit corporation and has provided the Disclosure of Beneficial Interests.

Attachments:

- A) Lease Agreement - Jupiter
- B) Resolution - Jupiter
- C) Lease Agreement - Riviera Beach
- D) Resolution - Riviera Beach
- E) Lease Agreement - Westgate
- F) Resolution - Westgate

Recommended By: _____

Angela W. W. W.
Department Director

4/24/14
Date

Approved By: _____

[Signature]
County Administrator

5/1/14
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2014 | 2015 | 2016 | 2017 | 2018 |
|---|---------------|---------------|---------------|---------------|---------------|
| Capital Expenditures | | | | | |
| Operating Costs | (\$15,301.98) | (\$61,207.92) | (\$61,207.92) | (\$61,207.92) | (\$61,207.92) |
| External Revenues | (\$3.00) | (\$3.00) | (\$3.00) | (\$3.00) | (\$3.00) |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | (\$15,304.98) | (\$61,210.92) | (\$61,210.92) | (\$61,210.92) | (\$61,210.92) |
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |

Is Item Included in Current Budget: Yes X No

Budget Account No: Fund 1002 Dept 147 Unit 1451 Object 3403
Program

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

Community Services expenses will be reduced by the custodial services assumed by LSF at the Premises they occupy. The maintenance and renewal/replacement expenses for the building are already included in the FDO operating and capital budgets.

C. Departmental Fiscal Review: W 4-28-14

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

This comment was not included in the estimated savings previously presented to the Board.

OFMB N. Diaz 4/30/2014 J. J. Jacobson 5/17/14
 4/29/14 5-7-14

B. Legal Sufficiency:

 H. Jal 5/9/14
Assistant County Attorney

C. Other Department Review:

 Jennifer E. Ciullo
Department Director

LEASE AGREEMENT

between

**PALM BEACH COUNTY A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

(County)

and

LUTHERAN SERVICES FLORIDA, INC.,

a not for profit corporation

(Tenant)

6415 Indiantown Road, Jupiter, FL 33458

LEASE AGREEMENT

THIS LEASE made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and **LUTHERAN SERVICES FLORIDA, INC.**, a not-for-profit corporation, hereinafter referred to as "Tenant".

W I T N E S S E T H:

WHEREAS, County is the owner of certain real property in the Town of Jupiter, with an address of 6415 Indiantown Road, Palm Beach County, a portion of which is improved with a building (the "Building") and various other improvements located thereon, and which is depicted and described on the attached Exhibit "A" (the "Property"); and

WHEREAS, County is operating a Head Start program in an approximately four thousand eight hundred and two (4,802) square foot improved area in the Building and in those unimproved areas of the Property as depicted and described on the attached Exhibit "B" (the "Premises"); and

WHEREAS, Tenant has applied for grant funding from the Office of Head Start to be the local administrator of the Head Start program in Palm Beach County; and

WHEREAS, Tenant desires to continue Head Start program services at the Premises; and

WHEREAS, County is willing to lease the Premises to Tenant for the continued operation of the Head Start program as set forth hereinafter.

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I RECITALS

The foregoing recitals are true and correct and are incorporated herein and made a part hereof by this reference.

ARTICLE II DEFINITIONS

"American with Disabilities Act" ("ADA") shall mean the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990).

"Base Building Maintenance and Repair" shall mean the Repairs and Maintenance required for primary base building systems as further described in Section 8.02.

"Board" shall mean the Board of County Commissioners of Palm Beach County.

"CAP" shall mean the County's Community Action Program.

"Capital Repair(s)" shall mean the provision of labor and materials related to improvements or betterments at any part of the Premises that are necessary to sustain the Premises in an operating condition consistent with applicable standards and/or manufacturers' recommendations and that add value to the Premises.

"Common Areas" shall mean those areas of the Property such as the parking areas and driveways that are shared with the CAP, the Parks and Recreation Department, the Palm Beach County Health Department and Jupiter Community Health Services, Inc., or any other tenants and/or occupants of the Property from time to time.

"County Property" shall mean personal property and equipment that will remain at the Premises for use by Tenant during the Lease Term and that is identified on the attached Exhibit "C".

"County Security Processes and Procedures" shall mean those security processes and procedures provided by County to Tenant which outline the processes and procedures for responding to bomb threats, communicable disease public health threats, biological threats and other emergency situations at the Property.

"Documentation" shall mean all writings, reports, notices, filings or forms, whether electronic or written, submitted to the Office of Head Start that pertain to an alleged accident, fall, injury or incident at the Premises requiring either a police response or for which medical care was sought.

"Effective Date" shall have the meaning as described in Section 18.18 of this Lease.

“Emergency Capital Repair” shall mean a Capital Repair that County determines is required to be made on an expedited basis: 1) to prevent further damage or destruction to the Premises, or 2) to remedy an unsafe condition, or 3) in response to a need when the delay incident to complying with all the governing rules, regulations or procedures would be detrimental to the interests, health, safety or welfare of the County.

“Facility” shall mean the physical building and structural components of the Premises including any fixed personal property or improvements.

“FDO” shall mean the County’s Facilities Development & Operations Department.

“FDO Service Agreement” shall mean the description of individual service components that are routinely required for Maintenance and Repair of County property and which identifies the corresponding party who shall perform and fund each service component, attached hereto as Exhibit “D”.

“FMD” shall mean the Facilities Management Division of FDO.

“FSD” shall mean the County’s Facilities Services Division of FDO.

“Grant” shall mean a Grant awarded by the Office of Head Start for the Tenant’s Head Start Zero to Five Grant Application for Head Start programming in Palm Beach County and which designates Tenant as principal grantee.

“Grant Application” shall mean the Tenant’s Head Start Zero to Five Grant Application submitted to the Office of Head Start, and which proposes that Tenant serve as the principal grantee for Head Start programming in Palm Beach County, Florida, for an initial five year project period, and includes any additional grant applications submitted by Tenant thereafter for Head Start programming in Palm Beach County.

“Grant Year” shall mean the one year period of time that Head Start grantees are funded for Head Start program operations pursuant to a Notice of Award from the Office of Head Start.

“Head Start” shall mean Head Start and Early Head Start programs that promote the school readiness of children ages birth to five from low income families and that serve infants, toddlers, pregnant women and their families who have incomes below the federal poverty level.

“Information Systems Services” or “ISS” shall mean the County’s Information Systems and Services department that is solely responsible for providing network services at the Premises pursuant to a Technology Service Agreement between Tenant and ISS.

“Maintenance” shall mean any work (preventative, routine or Repair/corrective) necessary to sustain the Premises in an operating condition consistent with applicable standards and manufacturers’ recommendations and does not add value to the Premises.

“Notice of Grant Award” or “Notice of Award” shall mean the Notice of Grant Award form that is delivered to Grant applicants by the Office of Head Start when a Grant Application is approved and which includes the approved project and budget periods and the amount of federal funds authorized pursuant to the Grant Application.

“Occupancy Date” shall mean the date that Tenant is permitted to physically occupy the Premises pursuant to the terms of this Lease.

“Office of Head Start” shall mean the Office of Head Start, an Office of the Administration for Children & Families, Department of Health and Human Services.

“Parks and Recreation Department” shall mean the County’s Parks and Recreation Department.

“Premises” shall mean an approximately four thousand eight hundred and two (4,802) square foot area in the Building on the Property and those unimproved areas of the Property as depicted and described on the attached Exhibit “B”.

“Property” shall mean the real property and all improvements located thereon (including, without limitation, the Building) as described and depicted in the attached Exhibit “A”.

“Repair” shall mean a form of Maintenance which may or may not involve the replacement of parts, components, or materials.

“Request for Service Form” shall mean the form that is attached hereto as Exhibit “E” and used by Tenant to request that County perform Maintenance and Repair at the Premises.

“Secondary Building Maintenance and Repair” shall mean all of the Maintenance and/or Repair reasonably required for the secondary building systems and interior portions of the Premises as further described in Section 8.03 of this Lease.

“Technology Service Agreement” shall mean the agreement between ISS and Tenant for information technology services beginning on July 1, 2014, that shall include network services and that may include other related information technology services.

ARTICLE III BASIC LEASE PROVISIONS

Section 3.01 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the County demises and leases to the Tenant, and Tenant rents from County, the Premises. Tenant acknowledges that the Property is shared with the CAP, the Palm Beach County Health Department, the Parks and Recreation Department and Jupiter Community Health Services, Inc.; provided, however, that Tenant shall have exclusive possession of the Premises.

Section 3.02 Parking and Common Areas.

The use and occupancy of the Premises by Tenant shall include the right to the non-exclusive use of the Common Areas depicted on Exhibit “A” attached hereto, including without limitation, parking areas and driveways of the Property. The Tenant shall have the non-exclusive right to use, on a first come first served basis, parking spaces in the Common Areas for Tenant vehicles, Tenant employee and visitor parking.

Section 3.03 Notice of Grant Award.

Tenant shall provide County with a copy of the Notice of Grant Award, within three (3) business days of Tenant’s receipt of same. If applicable, Tenant shall provide County with a copy of the notice that advises Tenant of the non-approval of the Grant Application within three (3) business days of Tenant’s receipt of same. Additionally, and throughout the Term of this Lease, Tenant shall provide County with a copy of all: (1) Notices of Grant Award; (2) designation renewal notices; (3) notices relating to the Grant project budget; and (4) notices of Grant deficiencies, including, without limitation, notices of deficiency, suspension, or termination of a Grant, within three (3) business days following Tenant’s receipt of same.

Section 3.04 Length of Term and Effective Date.

The term of this Lease shall commence upon the Effective Date, as hereinafter defined (the "Effective Date"), and shall extend for a period of five (5) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

Section 3.05 Option to Extend.

County hereby grants to Tenant, so long as Tenant shall not then be in default of any term, covenant, condition or payment of rent under this Lease beyond any applicable notice or cure period, the right and option to extend the Term of this Lease for two (2) successive period(s) of five (5) year(s) each, under the same terms and conditions of this Lease and commencing upon the expiration of the initial Term of this Lease or any extension thereof. Tenant shall exercise its option to extend, if at all, by written notice to the County received by the County on or before sixty (60) days prior to the expiration of the initial Term of this Lease or any extension thereof.

Failure of Tenant to duly and timely exercise its option to extend the Term of this Lease shall be deemed a waiver of Tenant's right to said option and all further options.

**ARTICLE IV
RENT****Section 4.01 Annual Rent.**

Tenant shall pay County an annual net rent of One Dollar (\$1.00) (the "Annual Rent"), payable without notice on the Effective Date and each subsequent anniversary thereafter. Annual Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. County shall receive the rent payable hereunder free and clear of any and all impositions, liens, charges, and expense of any nature whatsoever relating to operation of the Premises, including without limitation those relating to taxes, if any, insurance, Repair, Maintenance, use, care or operation, except as specifically provided in this Lease and in the FDO Service Agreement.

Section 4.02 Additional Rent.

Any and all sums of money or charges required to be paid by Tenant under this Lease other than the Annual Rent shall be considered "Additional Rent", whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to Annual Rent.

Section 4.03 Sales, Use and Rent, Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes.

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against County. Notwithstanding the foregoing, Landlord hereby acknowledges receipt of a copy of Tenant's Form DR-14, Consumer's Certificate of Exemption, pursuant to which Tenant is exempt from the payment of Florida sales and use tax on, inter alia, real property rented. As long as such certificate, or any renewal thereof (provided that a copy of such renewal is delivered to Landlord) is in effect, Tenant shall not be required to pay sales tax on the Annual Rent or Additional Rent.

Tenant shall pay before delinquency all ad valorem and non ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises or Tenant's leasehold interest in the Premises or Tenant's Alterations and personal property located on the Premises except to the extent that Tenant and the purposes for which it is occupying the Premises are exempt pursuant to Section 196.192, Florida Statutes or any other provision of Florida law.

Section 4.04 Unpaid Fees, Holdover.

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1½ %) per month (or the highest rate permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double the actual fair market rental value of the Premises.

Section 4.05 Accord and Satisfaction.

In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to

County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

ARTICLE V CONDITION OF LEASED PREMISES, ALTERATIONS

Section 5.01 Acceptance of Premises by Tenant.

Tenant certifies that Tenant has inspected the Premises, and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements or equipment located thereon, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises.

Section 5.02 Alterations.

Tenant shall not make any improvements, additions, modifications or alterations to the Premises (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance, which may be withheld, granted, or granted subject to conditions as determined in the County's sole and absolute discretion. Tenant shall submit detailed plans and specifications for all such Alterations to County for County's written approval prior to commencing work on same. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease.

All work done by Tenant shall be done by a licensed and insured contractor in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans, specifications and permits (if applicable). Tenant shall also require contractors to furnish satisfactory evidence of statutory Workers' Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County may reasonably require. County may require additional insurance, and/or a performance bond, in such amount as County reasonably determines to be necessary, as a condition of its consent to any Alterations.

Upon giving its approval for any work or Alterations, County shall specify whether the Alteration is to be removed by Tenant, at Tenant's sole cost and expense, upon the termination or expiration of this Lease.

Section 5.03 No Liens.

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any Alterations made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises, the Property, or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said 10 day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

**ARTICLE VI
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT**

Section 6.01 Occupancy of Premises.

Tenant's occupancy of the Premises is expressly contingent upon FDO's receipt of a Notice of Grant Award that is consistent with the Grant Application with a project budget period beginning on or before July 1, 2014 and which designates Tenant as principal grantee for Palm Beach County. Tenant shall not be permitted to occupy the Premises until such time as: (1) Tenant has provided FDO with a copy of a Notice of Grant Award in compliance with the requirements set forth in this section, and (2) the Director of FDO has provided Tenant with written approval to occupy.

Section 6.02 Use.

Tenant shall use and occupy the Premises solely and exclusively for the operation of a Head Start program in accordance to the regulations and requirements of the Office of Head Start and the terms and conditions of this Lease. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion.

Tenant shall seek approval of the County no later than thirty (30) days prior to any special event or activity which will impact the use of the Common Areas or the Property. The Tenant will work with the County to mitigate the impact of the Tenant's special event or activity on the County and the other entities sharing the Property to avoid disruption to program operations. The County's approval of Tenant's special event or activity shall not be unreasonably withheld.

Section 6.03 Waste or Nuisance.

Tenant 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 or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. Tenant shall be solely responsible for the handling and disposal of hazardous waste, including obtaining appropriate disposal containers. Tenant will keep refuse in proper fireproof containers within the interior portions of the Premises until removed to the dumpster(s). Tenant will keep the access to the Premises and other contiguous areas to the Premises free and clear of obstruction. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 6.04 Governmental Regulations.

Tenant shall, at Tenant'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 Tenant or Tenant's use of the Premises and Common Areas, or the Premises generally. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

Section 6.05 Non-Discrimination.

Tenant shall assure and certify that it will comply with the Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information with respect to any activity occurring on the Premises or conducted pursuant to this Lease.

Section 6.06 Surrender of Premises.

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, if so directed by County, shall remove Tenant's personal property, removable fixtures and equipment from the Premises and shall surrender the Premises to the County in the same

condition the Premises were in as of the Effective Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or personal property within the Premises shall vest in County.

Section 6.07 Hazardous Materials.

Tenant and County hereby acknowledge that County occupied the Premises for Head Start Program operations and that Tenant has inspected the Premises and to the best of both parties' knowledge there is not currently located in, on, upon, over, or under the Premises any Hazardous Materials. However, if any preexisting contamination exists, or is discovered during the term of this Lease, County shall promptly remove said substance(s) in accordance with Environmental Laws at County's sole cost and expense ("Environmental Remediation"). Tenant may temporarily discontinue program operations, or work in good faith with County to identify a temporary location for said program during a period of Environmental Remediation.

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or the Common Areas or on any adjacent land in violation of Environmental Laws. Furthermore, Tenant shall not cause or permit the Release of Hazardous Materials upon the Premises or upon adjacent lands in violation of Environmental Laws and shall operate and occupy the Premises and utilize the Common Areas in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean 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. Release shall mean the release, storage, use, handling, discharge or disposal of Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Release of a Hazardous Material, in violation of Environmental Laws, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of the Environmental Remediation as a result of a Release of Hazardous Materials in violation of Environmental Laws upon the Premises or emanating from the Premises onto adjacent lands as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs at trial and on appeal,

which may arise directly, indirectly or proximately as a result of any violation or the Release of any Hazardous Materials upon the Premises in violation of Environmental Laws. Tenant's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to eliminate or diminish any statutory or common law liability of Tenant.

In the event of any Release of Hazardous Materials upon the Premises in violation of Environmental Laws and such Release did not occur prior to the Occupancy Date and is not the result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees, but is caused by a third-party or source unconnected to the Lease, then the Environmental Remediation shall be considered a Capital Repair to be performed by County pursuant to Section 8.04 of this Lease.

Tenant acknowledges the County would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive the expiration or termination of this Lease.

ARTICLE VII COUNTY PERSONAL PROPERTY

Section 7.01 County Property.

The County Property identified on the attached Exhibit "C" shall remain at the Premises for use by Tenant during the Lease Term. Tenant's use of the County Property shall be strictly limited to uses relating to the Tenant's Head Start program in Palm Beach County. At all times the County Property shall remain the sole and exclusive property of the County, and the Tenant shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

Tenant certifies that Tenant has inspected the County Property and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the County Property including, without limitation, any relating to the physical condition of the County Property, or the suitability of the County Property for Tenant's intended use. Tenant certifies that it shall use the County Property in a safe and appropriate manner and for its intended purpose.

At the conclusion of the Term, Tenant shall return the County Property to County in good condition and repair as specified herein, normal wear and tear excepted.

The County retains the right to make a final determination as to whether a particular asset located at the Premises on the Occupancy Date is in fact County Property. Tenant shall be responsible for seeking a determination from County on any asset not specifically identified.

Section 7.02 Repair and Maintenance of County Property.

The County Property identified on the attached Exhibit "C" shall be Repaired and Maintained pursuant to the provisions of Article VIII and the FDO Service Agreement attached hereto as Exhibit "D". To the extent not specified in Article VIII or the FDO Service Agreement, the County shall have the right to determine whether the County Property shall be maintained and repaired by Tenant or County. Tenant shall be responsible for seeking a determination from County on the Repair and Maintenance responsibilities for a County Property asset.

Tenant shall be responsible for notifying County of any Maintenance or Repairs required for County maintained County Property and shall immediately notify County of any required repair, damage, loss, or condition of County maintained County Property that may pose a security or a safety risk.

Section 7.03 Tenant Responsibility for Reimbursement.

Notwithstanding Section 7.02, Tenant shall be solely responsible for loss of or damage to County Property including loss or damage from acts of vandalism, but specifically excluding normal wear and tear: (1) if such was caused or created by the Tenant, or its agents, contractors, employees or invitees, or (2) if such results from Tenant's failure to secure the Premises. In such event, if the damage or loss is to County maintained County Property, County shall repair or replace said property and Tenant shall reimburse County for the reasonable and necessary costs and expenses. If the damage or loss is to Tenant maintained County Property, then Tenant shall repair or replace the County Property with property that meets County requirements for functionality and that is the equivalent or better than the original in terms of age, condition and value, or Tenant can compensate County for the undepreciated value of the asset as of the Effective Date of the Lease.

ARTICLE VIII MAINTENANCE AND OPERATING REPAIR

Section 8.01 FDO Service Agreement.

The FDO Service Agreement, attached hereto as Exhibit "D" identifies the specific responsibilities of the County and the Tenant for the performance of, and the associated costs of Maintenance and Repairs to the Premises. However, neither party has an obligation to install, provide, or obtain a service component that is not located at the Premises on the Effective Date. In the event, and to the extent that there is a conflict between the terms contained in this Article VIII and Exhibit "D", the terms of Exhibit "D" shall prevail. The FDO Service Agreement may be amended from time to time by written agreement of the Director, Facilities Development & Operations and the Tenant's Vice President of Head Start Services.

Section 8.02 Base Building Maintenance and Repair Responsibilities.

County shall perform the primary base building/systems Repair and Maintenance required for the Premises generally including components of foundation and substructure, structural systems, exterior wall systems, roof systems, random exterior vandalism (not Head Start program related), electrical system, energy control system, base building HVAC, fixed fire suppression infrastructure, backflow prevention, water and sewer systems, site work and infrastructure and grounds Maintenance and irrigation for the Premises as specifically described in Exhibit "D".

County shall be responsible for indoor air quality complaints related to Facility mechanical failures or related to County program operations only, and such responsibility shall be strictly limited to referral of the complaints to the County's FMD for assessment and recommendation pursuant to County policy and procedure. The results of any FSD air quality assessment, analysis or review will be deemed conclusive. County shall address the recommendations of the FSD, if any, to the extent they involve Facility mechanical failures or County program operations. All other liability and responsibility for response or remediation of indoor air quality shall be the sole and exclusive responsibility of Tenant. This includes, but is not limited to, air quality complaints or issues arising from Tenant's Head Start program operations, air quality issues arising from inspections, employee complaints regarding odors or perfumes and all other causes or complaints regarding indoor air quality.

Beginning on the Effective Date and ending on June 30, 2015, County shall perform and fund the Secondary Building Maintenance and Repair responsibilities that are specifically identified in subsection 8.03.01. The parties' intent is to allocate Maintenance

and Repair responsibilities between them based on actual physical occupancy and/or use of the Property. Nevertheless, County has agreed to perform and fund those Secondary Building Maintenance and Repair obligations identified in subsection 8.03.01, during the first twelve (12) months of the Lease Agreement while the parties evaluate actual program operations and consider methodologies for the allocation of Maintenance and Repair responsibilities. The parties agree that they will commence discussions no later than March 1, 2015 to specifically allocate Maintenance and Repair responsibilities based on Property usage and occupancy. An amendment to this Lease Agreement addressing at a minimum, Sections 8.02, Section 8.03, Section 8.04 and Exhibit "D", must be executed no later than May 1, 2015 or the Lease Agreement may be terminated by County effective on July 1, 2015.

Tenant shall request Maintenance and/or Repairs through submittal of a Request for Service Form, attached hereto as Exhibit "E". Tenant will not be charged for County Base Building Maintenance and Repair Responsibilities required for the Premises if identified as a responsibility to be performed and funded by FMD on Exhibit "D" (the FDO Service Agreement), except that notwithstanding Exhibit "D", Tenant shall be responsible for reimbursing County for all costs or expenses relating to any Maintenance or Repairs to the Premises, Common Areas or Property which Tenant, or its agents, contractors, employees or invitees may cause, aside from normal wear and tear.

Section 8.03 Secondary Building Maintenance and Repair.

8.03.01 The Tenant shall be solely responsible for and shall Repair and Maintain, or fund the Repair and Maintenance of the secondary building systems and interior portions of the Premises as identified on Exhibit "D" including but not limited to ceiling systems, floor covering, interior wall and partitions, signage, building safety and regulatory systems, and all alterations or improvements currently existing or constructed hereinafter on or about the Premises, in good condition and Repair. The Tenant shall be solely responsible for the Maintenance and Repair of, or shall fund the Maintenance, Repair and the upkeep of the security, keys and intrusion alarm monitoring systems and connected equipment, non-fixed fire suppression system, painting, lighting fixtures, interior plumbing lines and fixtures, and such other items as specifically identified on Exhibit "D".

8.03.02 The Tenant shall be solely responsible for all compliance related service, Maintenance or Repair requirements, including Head Start program related requirements that may be identified in an inspection for licensure or certification. Tenant shall be responsible for funding and performing all routine custodial Maintenance or service, pest control services, exterior pressure cleaning and window washing, all Repairs or Maintenance or upkeep of furniture, Repair or Maintenance to personal property and equipment including

kitchen equipment, audio/video systems, and those Repairs or Maintenance requirements that are common to the operation of any Head Start program including, but not limited to waste receptacles, spill Maintenance, cleaning air conditioning vents, cleaning of walls, floors, doors, picking up litter, disposal of waste and garbage in the designated dumpster, hazardous waste disposal and other Repairs or Maintenance customarily handled by a handyman or laborer. Tenant shall be solely responsible for the Maintenance and Repair of closed circuit television systems (CCTV); however, any Repairs or Maintenance requiring access to walls, ceilings or fixed structures, must be performed by County at Tenant's cost. Tenant shall submit a Request for Service Form attached hereto as Exhibit "E", for any Repairs or Maintenance that requires ceiling, wall or other structural access or entry. Tenant shall be solely responsible for all acts of vandalism to the interior of the Premises and to all acts of vandalism to the exterior of the Facility or Premises if such were caused or created by the Tenant, its program, invitees, employees or guests. Tenant shall comply with all development or regulatory approval conditions or requirements applicable to the Premises. Tenant shall be solely responsible for the costs of all false fire/security alarms, for all damages to the Premises or the Facility resulting from Tenant's failure to properly secure the Premises or the Facility and for all costs related to failure to comply with the terms and conditions of this Lease.

8.03.03 All Secondary Building Maintenance and Repair shall be performed on a routine basis as is reasonably required to prevent deterioration of the Premises, in a good and workmanlike fashion, utilizing good quality materials, supplies, components and replacement parts that are of equal or better quality than the quality of those being repaired or replaced, with all reasonable efforts made to preserve the aesthetics of the building. Maintenance and Repair performed by Tenant shall be comparable to County Maintenance and Repair without a noticeable visible difference between Tenant performed Maintenance and Repair and County performed Maintenance and/or Repair and such that there shall be no impact to County or Building occupants as a result of Tenant's performance of Maintenance and Repair responsibilities, or lack thereof.

8.03.04 Network communication services at the Premises shall be provided by ISS pursuant to the terms and conditions of the Technology Service Agreement.

8.03.05 Only products approved by FMD can be utilized for the care and Maintenance of the Premises. There shall be no aerosols, cleansers, cleaning products, deodorizers or other products used at the Premises by Tenant, its invitees, employees, or contractors, without advance approval of FMD.

8.03.06 Tenant shall notify County within two (2) hours of Tenant's becoming aware of any of the following: 1) the presence of any individual on the Premises within the previous seven (7) days who has an airborne communicable disease that constitutes a public health threat, 2) any other public health threat involving the Premises, 3) bomb threat at the Premises, 4) biological threat involving the Premises, or 5) other security threat at the Premises. For each of these, Tenant shall utilize and follow County Security Processes and Procedures to ensure proper reporting and response. Tenant shall timely inform County of other security incidents or non-airborne communicable diseases that constitute a public health threat or other material public health issues relating to a program participant or employee.

8.03.07 Tenant shall complete a Palm Beach County Supervisor Incident Report Form ("Incident Form"), attached hereto as Exhibit "F" each time: 1) There is an accident, fall or injury at the Premises, there is an incident requiring a police response at the Premises, or medical attention is sought at the Premises as a result of an accident, fall, injury or incident at the Premises (collectively a "Premises Accident"); or 2) Tenant has actual knowledge that, an accident, fall or injury occurred at the Property, there was an incident requiring a police response at the Property, or medical attention was sought at the Property as a result of an accident, fall, injury or incident at the Property (collectively "Property Accidents"). In addition, Tenant shall complete the Incident Form each time Tenant has actual knowledge that medical attention was sought at a later time as a result of a Premises Accident or a Property Accident (collectively a "Medical Incident").

Tenant shall provide County with a copy of the completed Incident Form promptly, or as soon thereafter as practicable, but in no event later than twenty-four (24) hours following a Premises Accident and Tenant shall provide County with a complete Incident Form no later than twenty-four (24) hours following Tenant's actual knowledge of a Property Accident or Medical Incident.

In lieu of preparation of the Incident Form, Tenant may provide County with copies of existing Documentation prepared by Tenant for the Office of Head Start. To the extent reasonably necessary, Tenant shall immediately block-off and prevent access to the Accident area and take such other action as is required to protect the participants and invitees, preserve the Accident area in its "as-is" condition, and prevent further damage to, or deterioration of the Facility. Except as required to protect the Facility, the participants or invitees, Tenant shall not make any changes to the condition of the Accident area or perform any Repairs or Maintenance to the Accident area prior to County approval of same. County will respond to Tenant within twenty-four (24) hours of receipt of an Incident Form or other Documentation of an Accident.

8.03.08 Notwithstanding anything in this Lease to the contrary, Tenant is solely responsible for Head Start program related security, including all security requirements for the Premises, the program participants, or Tenant's employees or invitees, that arise from, out of, or that relate to, the operation of the Head Start program at the Premises.

8.03.09 County shall provide Tenant with copies of building plans and specifications ("Building Plans") as required for the Tenant to fulfill its licensing obligations pursuant to this Lease within thirty (30) days of the Tenant's occupancy of the Premises. Tenant acknowledges and agrees that the Building Plans are confidential and exempt from public disclosure pursuant to Florida Statutes §119.071(3)(a)1 and 2 and §119.071(3)(b), that the Building Plans are being provided to Tenant subject to Tenant's agreement to protect the confidential status of same and that Tenant shall use the same degree of care that Tenant would utilize for its own confidential information, but in no event less than a reasonable degree of care, to safeguard and protect the confidentiality of the Building Plans at all times. Tenant shall not duplicate, disclose or use the Building Plans for any purpose other than as set forth in this Section. At the termination of this Lease, all Building Plans shall be returned to County.

8.03.10 All building signage shall be subject to the advance approval of FDO in each instance. Tenant shall submit proposed plans designating the size, placement, style and content of the sign to FDO for approval. FDO shall respond to Tenant within seventy two (72) business hours with approval or denial. If denied, County shall provide specific recommendations to address the issue(s) resulting in denial. Tenant shall not post building signage until same has been approved by County. County shall maintain the existing marquee or monument sign(s). Tenant's name shall not be listed on the marquis or monument sign(s).

Section 8.04 Capital Repairs.

County shall be solely responsible for the planning, performance and execution of Capital Repairs at the Premises. The County shall coordinate with the Tenant, no less than 30 days in advance of the initiation of on-site Capital Repair work (unless an Emergency Capital Repair is required) in order to minimize the impact of the Capital Repair project on the Tenant's operation.

Section 8.05 Americans with Disabilities Act ("ADA").

Tenant and County have inspected the Facility, including the existing configuration and the fixed furniture and equipment, and to the best of their knowledge and belief, the Facility is compliant with the requirements of the ADA, with or without reasonable

accommodations, as of the Effective Date. County affirms that there are no pending ADA claims related to the Facility.

Beginning on the Occupancy Date, Tenant shall assume and be solely responsible for all ADA compliance requirements and shall indemnify, defend and save harmless the County from and against any and all ADA claims, suits, actions, damages and/or causes of action arising from or related to Tenant's lease of the Premises, Tenant's operation of a Head Start program at the Premises, Tenant additions, changes, deletions or modifications to the Premises, the Facility, the Common Areas, personal property, fixed furniture or equipment, or relating in any way to Tenant's failure to comply with the requirements of the ADA.

Tenant shall advise the County of any claim which alleges that the Premises are not in compliance with the requirements of the ADA within forty-eight (48) hours of receipt. Within fifteen (15) business days of receipt of the claim, the Tenant shall evaluate the conditions and present the County with a plan highlighting any modifications that the Tenant believes are the County's responsibility. Tenant shall have sole financial responsibility for the costs and expenses required to bring the Premises into compliance unless Tenant can demonstrate that such non-compliance existed and was the County's responsibility prior to the Occupancy Date. The County will review the plan in a timely manner and approval shall not be unreasonably withheld.

Tenant shall advise the County of any change in law or regulation which may impact the compliance status of the Premises within ten (10) business days of Tenant's notice of an enrolled law or approved regulation. Tenant shall present the County with a plan for bringing the Premises into compliance no later than twenty (20) business days after notice of the law or regulation. Tenant shall have sole financial responsibility for the costs and expenses associated with bringing the Premises into compliance with any enrolled law or approved regulation. The County will review the plan in a timely manner and approval shall not be unreasonably withheld.

Tenant has the obligation to implement reasonable operating accommodations to achieve ADA compliance, but to the extent that modifications to the Premises are required, they will be considered Capital Repairs to be funded as set forth in this Section 8.05 and performed by County pursuant to Section 8.04 of this Lease.

Section 8.06 Rights of County Regarding Secondary Building Maintenance and Repair.

The County shall have the right, but not the obligation to inspect the Premises at reasonable times, upon reasonable request, to observe whether the Tenant is performing its

obligations pursuant to this Lease, including without limitation, its Secondary Building Maintenance and Repair obligations pursuant to this Lease Agreement. In addition, County shall have the right to enter and inspect the Premises without notice, if the County has reason to believe that an emergency situation exists at the Premises. If, in the County's reasonable opinion, the Tenant has not performed its Secondary Building Maintenance and Repair obligations pursuant to the terms set forth in this Lease Agreement, the County shall provide written notice to the Tenant identifying the specific deficiencies, and the Tenant shall have thirty (30) days from the date of such notice during which to commence a cure to correct or remedy the deficiencies and sixty (60) days from the date of such notice within which to correct or remedy the deficiencies.

If Tenant fails to commence a cure within thirty (30) days of the notice, or fails to correct or remedy an identified deficiency within sixty (60) days of the notice, then such failure will be considered a default under this Agreement and County may proceed pursuant to Article XIV (Default) or County shall have the right, but not the obligation, to correct the deficiency on behalf of Tenant. However, County correction of an identified deficiency does not imply County agreement to continue such Repair and/or Maintenance service on an on-going basis, or to waive any other remedies under this Agreement. To compensate County for its time, effort and inconvenience associated with correcting an identified deficiency on behalf of Tenant, Tenant shall reimburse County for the costs of the corrective action at the rate of one and a half times the cost to County for contract services (including parts, labor and all contract costs), and at the rate of the actual cost to County for materials and parts, and time and a half for staff labor. Tenant will be invoiced by County and Tenant shall pay said invoice within thirty (30) days after date of invoice or be in default of this Lease Agreement.

ARTICLE IX UTILITIES

County shall be solely responsible for all costs and expenses relating to providing utility services 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 County be liable for an interruption or failure in the supply of any such utility to the Premises. Utilities shall not include telephone or network communication services.

ARTICLE X INSURANCE

Unless otherwise specified in this Lease, Tenant shall maintain, at its sole expense, in full force and effect at all times during the life of this Lease or the performance of work hereunder, beginning on or before the Occupancy Date, insurance limits, coverages or endorsements required herein. Tenant hereby agrees the requirements contained herein, as well as County's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify Tenant's liabilities and obligations under this Lease.

Section 10.01 Commercial General Liability

Tenant shall maintain: Commercial General Liability with limits of liability not less than \$1,000,000 Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal liability with a limit not less than \$100,000; and Medical Payments (when available) with a limit not less than \$5,000. Tenant shall ensure such coverage is provided on a primary basis.

Section 10.02 Business Auto Liability.

Tenant shall maintain Business Automobile Liability with limits of liability not less than \$500,000 Each Occurrence for owned, non-owned, and hired automobiles. In the event Tenant has no owned automobiles, this requirement shall be to maintain only Hired & Non-Owned Auto Liability. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Liability. Tenant shall ensure such coverage is provided on a primary basis.

Section 10.03 Workers' Compensation & Employers Liability.

Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440 Florida Statutes and applicable Federal Acts. Tenant shall ensure such coverage is provided on a primary basis.

Section 10.04 Premises Insurance.

Tenant shall maintain property insurance in an amount not less than 100% of the total replacement cost of any alterations, betterments and improvements made by or on behalf of Tenant as well as Tenant's contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form. Coverage shall be provided on a primary basis.

Section 10.05 Additional Insured Endorsement.

Tenant shall cause each liability insurance policy required to be maintained by Tenant to be endorsed to add the County as an Additional Insured on, except for Workers' Compensation and Business Auto Liability. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Tenant shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 10.06 Certificate of Insurance.

Tenant shall provide the County with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

Section 10.07 Waiver of Subrogation.

Tenant hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Tenant enter into such an agreement on a pre-loss basis.

Section 10.08 Premiums and Proceeds.

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision or limitation of the property, flood, or wind insurance policies. Tenant shall be responsible for all premiums, including increases, for all insurance policies required by this Lease. All property, flood or windstorm insurance proceeds as a result of a loss shall be made available for use to promptly replace, Repair or

rebuild the buildings, betterments and improvements, including those made by or on behalf of Tenant, in order to ensure a replacement cost settlement and avoid policy cancellation.

Section 10.09 Deductibles, Coinsurance, & Self-Insured Retention.

Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention, including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

Section 10.10 Right to Review, Reject or Adjust Insurance.

The County's Risk Management Department shall have the right, but not the obligation, to review, reasonably adjust, reasonably reject or accept insurance policies, limits, coverages, or endorsements throughout the life of this Lease. Acceptance of insurance policies or coverage shall not be unreasonably withheld. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or by way of illegal operation. The County shall provide Tenant written notice of such action and Tenant shall agree to cure or comply with such action within thirty (30) days receipt thereof.

Section 10.11 No Representation of Coverage Adequacy.

The limits, coverages or endorsements identified herein primarily transfer risk and minimize liability for the County, and Tenant agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

Section 10.12 Insurance for Special Events and Outside Persons/Groups.

Excluding County or its affiliates, when Tenant permits or schedules the use of the Premises for a special event or outside persons/groups, Tenant shall require the special event or outside person/group to maintain Commercial General Liability, as described in Section 10.01, with limits of liability not less than \$1,000,000. Tenant shall ensure that County and Tenant are named as Additional Insured under such policy, as described in Section 10.05. Tenant shall obtain and, when requested by the County, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

**ARTICLE XI
INDEMNIFICATION**

Tenant shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease for any personal injury, loss of life, and/or damage to property sustained in or about the

Premises, Facility or Property by reason, during, or as a result of the use and occupancy of the Premises, Facility or Property by the Tenant, its agents, employees, licensees, invitees, and any subtenant, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and reasonable attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Lease without Tenant's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Lease.

ARTICLE XII DESTRUCTION OF PREMISES

In the event the 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 then the County, shall, at its sole option, commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion, or alternatively, County shall have the right, at its option not to restore the Premises but to terminate this Lease and to retain all insurance proceeds payable on account of said casualty as County's sole property. In the event that County elects to terminate this Lease, the parties shall be relieved of all further obligations hereunder arising after the date of such termination. The termination herein mentioned shall be evidenced in writing.

ARTICLE XIII ASSIGNMENT AND SUBLETTING

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of County, which may be granted or withheld at County's sole and absolute discretion. Any assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition

against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE XIV DEFAULT

Section 14.01 Default by Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) Tenant's failure to commence Head Start program operations at the Premises on or before July 1, 2014; (iii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after written notice from County; (iv) Tenant's vacating the Premises for a period of thirty (30) days or abandoning same; (v) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding; (vi) Change in the Tenant's corporate status to for-profit status; or (vii) Termination of the Grant or change in the Tenant's Grant status from a principal grantee to a delegate agency grantee.

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue such remedies as may be available to County under the law, including, without limitation, the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by Tenant, in which event 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 the three (3) day period and the County is so notified, this Lease will continue.

If Tenant's Grant status is changed from principal grantee for Head Start operations in Palm Beach County to a delegate agency grantee, then County intends to commence negotiations with the replacement principal grantee for occupancy of the Premises. Tenant may be permitted to continue Head Start operations at the Premises as set forth in this Lease pending negotiations with the new principal grantee, and thereafter County shall provide Tenant with notice of termination as set forth above. This provision is in no way intended to effectuate a waiver of any rights or remedies available to County if an Event of Default occurs.

Section 14.02 Default by County.

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

**ARTICLE XV
EARLY TERMINATION/ANNUAL APPROPRIATIONS**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners, provided however, that an Early Termination pursuant to this Article shall be subject to the notice provision set forth in Article XVI.

**ARTICLE XVI
EARLY TERMINATION**

Notwithstanding anything herein to the contrary, County shall have the right to terminate this Agreement, for any reason, upon the expiration of at least one hundred eighty (180) days notice prior to the end of the Tenant's then-current Grant Year.

County shall have the right to terminate this Agreement, immediately by written notice to Tenant if: (1) Tenant has not received a Notice of Grant Award as a result of Tenant's Grant Application on or before July 1, 2014; or (2) upon notice to Tenant from the Office of Head Start that the Grant Application project budget will not be funded on or before July 1, 2014; or (3) upon notice from the Office of Head Start that the Grant Application is not approved.

Tenant shall have the right to terminate this Agreement, for any reason, upon the expiration of at least ninety (90) days prior written notice to County, provided however that Tenant's duties and obligations pursuant to this Lease, including, but not limited to, Tenant's Maintenance and Repair obligations, shall continue until the termination of the Lease.

ARTICLE XVII QUIET ENJOYMENT

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

ARTICLE XVIII MISCELLANEOUS

Section 18.01 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions and understandings between County and Tenant 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 County or Tenant unless reduced to writing and signed by County and Tenant.

Section 18.02 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), 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 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 County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

With a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

(b) If to the Tenant at:

Lutheran Services Florida, Inc.
3627A West Waters Avenue
Tampa, Florida 33614

With a copy to:

Lynn W. Stone, MBA
QA Compliance and Contracts Manager
Lutheran Services Florida-Head Start Program
2210 Tall Pines Dr., Suite 210
Largo, FL 33771

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

Section 18.03 Disclosure of Beneficial Interests.

Tenant represents that simultaneously with Tenant's execution of this Lease, Tenant has executed and delivered to County, the Tenant's Disclosure of Beneficial Interests attached hereto as Exhibit "G", attached hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 18.02 of this Lease.

Section 18.04 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the

remainder of this Lease, or the application of 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 18.05 Broker's Commission.

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

Section 18.06 Recording.

Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of County, which may be granted or withheld at County's sole discretion.

Section 18.07 Waiver of Jury Trial.

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

Section 18.08 Governing Law and Venue.

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

Section 18.09 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 18.10 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 18.11 Waiver, Accord and Satisfaction.

The waiver by County 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 County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

Section 18.12 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 18.13 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 affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 18.14 Incorporation by Reference.

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

Section 18.15 Survival.

Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

Section 18.16 No Third Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of County or employees of County or Tenant.

Section 18.17 Office of the Inspector General.

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

Section 18.18 Effective Date of Lease.

This Lease shall be effective upon execution by all parties and is expressly contingent upon approval by the Board ("Effective Date").

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the day and year first above written.

WITNESSES:

Heidi Greenslade
Witness Signature

Heidi Greenslade
Witness Name Printed

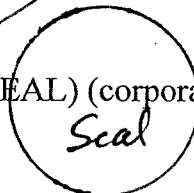
Gary W. Johnson
Witness Signature

Gary W. Johnson
Witness Name Printed

LUTHERAN SERVICES FLORIDA, INC.,
a not-for-profit corporation

By: [Signature]
Louis Finney, Jr., Vice President

(SEAL) (corporation not for profit)



ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

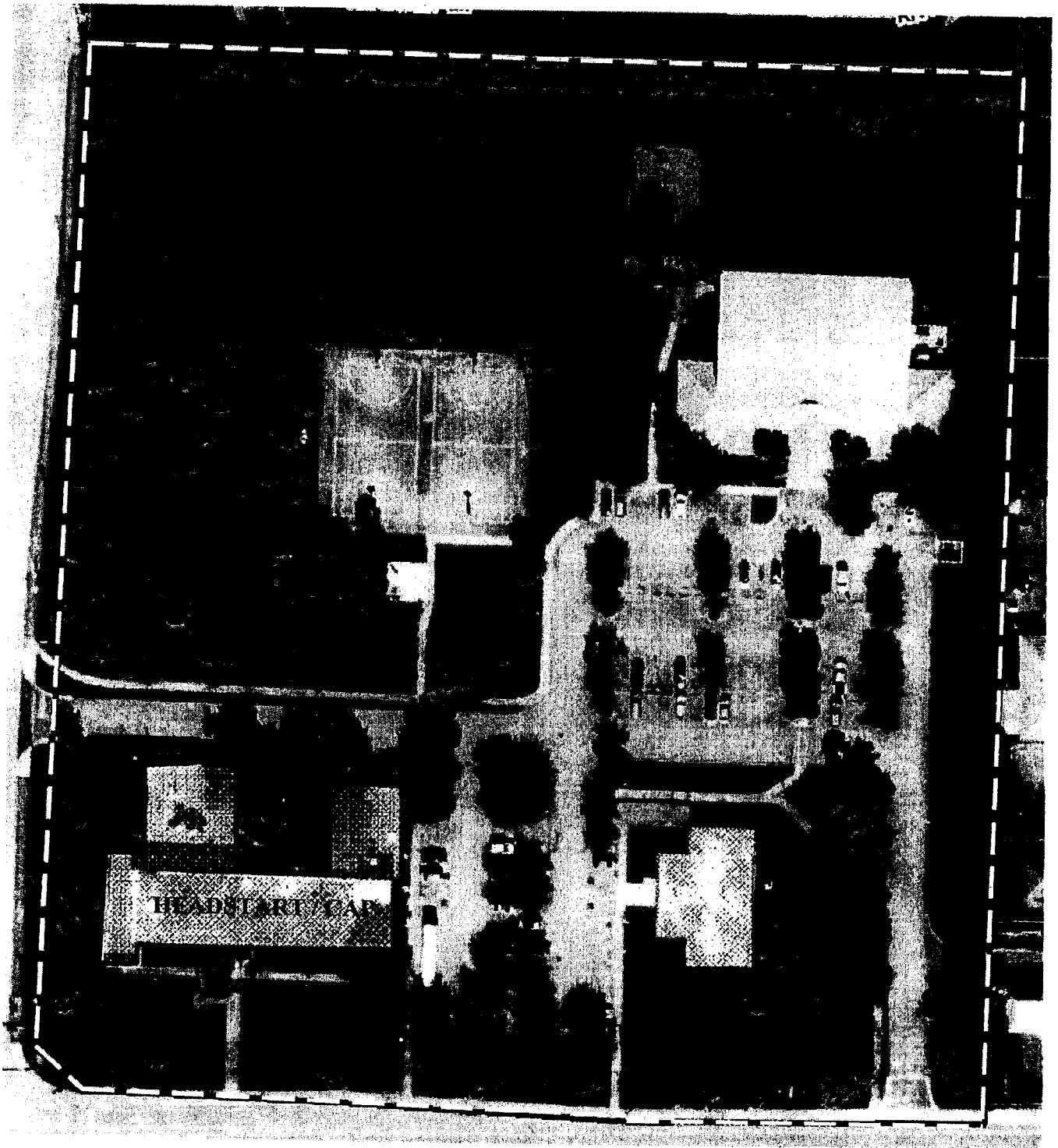
APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Director, Facilities Development
& Operations

SCHEDULE OF EXHIBITS

| | | |
|---------|-----|---|
| EXHIBIT | "A" | PROPERTY SKETCH |
| EXHIBIT | "B" | PREMISES SKETCH |
| EXHIBIT | "C" | COUNTY PROPERTY |
| EXHIBIT | "D" | FDO SERVICE AGREEMENT |
| EXHIBIT | "E" | REQUEST FOR SERVICE FORM |
| EXHIBIT | "F" | PALM BEACH COUNTY SUPERVISOR INCIDENT FORM |
| EXHIBIT | "G" | TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS |

EXHIBIT "A"
The Property
6415 Indiantown Road, Jupiter, FL



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I

EXHIBIT "B"

The Premises

W JUPITER
6415 Indiantown Road
Jupiter, FL

The Premises is located at 6415 Indiantown Road, Jupiter and consists of an approximately 4,802 square foot area in the Building and in those unimproved areas of the Property as depicted below.

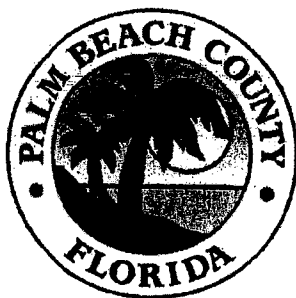


EXHIBIT "C"
COUNTY PROPERTY

JUPITER

Maintained pursuant to the FDO Service Agreement

- 1) Fire alarm system
- 2) Intrusion alarm system
- 3) All window treatments or blinds
- 4) All fixtures and all fixed personal property including all items affixed, bolted, installed or otherwise attached to the Premises
- 5) CCTV system and equipment
- 6) Telephone systems and equipment



Service Agreement

*Including Part A: User's Guide and
Part B: Component Descriptions*

**Facilities Development & Operations Department
Audrey Wolf, Director**

**Facilities Development & Operations
Department**

**Facility Management Division
Division Director
Garth Josephs**

**Electronic Services & Security Division
Division Director
Nancy Albert**

Facility Regions

- ☐ Central
- ☐ North
- ☐ South
- ☐ West
- ☐ Governmental Center
- ☐ Criminal Justice Complex

Providing services in agreement with:

LUTHERAN SERVICES FLORIDA, INC.

By: _____

Signature

Printed Name

Date

PART A: USER'S GUIDE

I. Parties

1) Lutheran Services Florida, Inc.

- a) "LSF" shall mean Lutheran Services Florida, Inc.
- b) "LSF Manager" shall mean the person employed by LSF that is primarily in charge of the day to day operation of Jupiter Head Start operations.
- c) "LSF Representative(s)" shall mean an employee or employees of LSF that will be responsible for administering, managing or performing some or all of the duties pursuant to this Service Agreement and may be the LSF Manager.
- d) "Vice President" shall mean the Vice-President of LSF for Head Start/Early Head Start.

2) Palm Beach County

- a) "County Support Group Representative" shall mean a representative of FMD, ESS or another County department requiring access to the Premises.
- b) "ESS" shall mean the County's Electronic Systems Services Division.
- c) "FDO" shall mean the Facilities Development & Operations Department.
- d) "FDO Director" shall mean the Director of FDO.
- e) "FMD" shall mean the Facilities Management Division of FDO.
- f) "FMD Manager" shall mean the FMD Northern Regional Manager.
- g) "FMD Supervisor" shall mean the FMD Northern Regional Supervisor.
- h) "FMD TCC" shall mean the FMD Northern Regional Trades Crew Chief.

II. General Terms:

- 1. Any areas not clearly specified in the Lease Agreement or on the checklists herein are to be addressed through communications between the LSF Manager and the FMD Director and then submitted to the LSF Vice President and the FDO Director in written form as an amendment to this Service Agreement. The changes will be executed as an amendment to this Service Agreement prior to enacting such changes.
- 2) **LSF shall:**
 - a) Maintain the secondary building systems and interior portions of the Premises as noted in this Service Agreement. The repairs, maintenance, the frequency of maintenance and the products used shall be of quality and quantity acceptable to the FMD. LSF shall provide the FMD TCC with a

- maintenance log/report by the 5th of the following month summarizing the preventative and corrective maintenance performed.
- b) Be fully responsible for the operation, safety and security of the Premises, and Head Start participants, invitees and guests.
 - c) Be responsible for the cost of, and the performance of, maintaining, cleaning, repairing and replacing any floor coverings including carpet, or vinyl pursuant to the direction of the FMD TCC and/or the FMD Supervisor.
 - d) Provide any County Support Group Representative requiring access to the Premises with either; 1) escorted access, or 2) unescorted access to all areas of the Premises pursuant to the Head Start program's established access procedures for purposes of review and inspection of the building and systems. LSF shall not use its access procedures to limit or restrict County access to any part of the Premises, either with or without LSF escort at any time.
 - e) Not make any improvements, additions, modifications or alterations to the structural components of the Premises or the base building components of the facility including fixed personal property or improvements without the written approval of the FDO Director. Additionally, LSF will notify the FMD TCC and the FMD Supervisor (as early as possible) prior to undertaking any repairs that exceed \$5,000 to ensure coordination and agreement with the proposed repair.
 - f) Identify the LSF Representative with authority to; (1) issue a Request for Service Form and a Request for Project Assignment Form to authorize work by a County Support Group Representative, and (2) approve and sign the Budget Availability Statement.
 - g) Immediately forward copies of property damage and accident reports to the FMD Supervisor.
 - h) Immediately forward copies of incident reports for all injury claims (including staff) to the FMD Supervisor to enable investigation and remediation.
 - i) Notify the FMD Supervisor of any possible health, safety, and security hazards that may exist within any area of the Facility, so proper protection and safeguards can be used for County property and for invitees, employees and guests. This does not include notification of false fire alarms as long as LSF establishes procedures for responding to such alarms that includes notification of ESS staff via FDO-FSS-SUPPORT@pbcbgov.org (ESS staff monitors all alarms). Any costs associated with false alarm responses are the responsibility of LSF.
 - j) Immediately notify the FMD TCC and/or the FMD Supervisor of any notice of code violation received by LSF. A copy of the written violation notice shall be forwarded to the FMD TCC and/or the FMD Supervisor within 24 hours of receipt.

- k) Immediately notify the FMD Supervisor of any discharge, release or spill of a hazardous or regulated material.
- l) Be solely responsible for licensing, compliance review and inspections of premises for operational permits. FDO will provide LSF with the conditions of any development permits that apply to the Facility.
- m) Ensure, through a check in and check out procedure, that all vendors and contractors leave the building in good operating order with no variations to systems or components.
- n) Submit the Material Safety Data Sheets (MSDS) for all maintenance products to the FMD TCC and/or FMD Supervisor for approval. Submit the product literature on all routinely used parts to the FMD TCC and or FMD Supervisor for approval (ie: air filters).
- o) Provide County with a contact information sheet with the names, titles, telephone numbers and email addresses of the LSF Representatives that should be contacted in regards to performance or administration of this Service Agreement, within ten (10) business days of execution of same. Said contact information sheet must contain a minimum of two emergency contact names and telephone numbers for after-hours and emergency contact.

3. **FMD shall:**

- a) Designate the FMD TCC and/or the FMD Supervisor as the primary points of contact on maintenance issues.
- b) Conduct a scheduled on-site building maintenance audit at regular intervals to confirm that the maintenance is being undertaken in the manner consistent with the County's maintenance standards. The FMD TCC and/or the FMD Supervisor shall contact the LSF Representative in advance to schedule such inspections. Such inspections will be performed routinely and not less than quarterly. The formal site, building and systems inspection reports will be issued by the FMD TCC and/or the FMD Supervisor through the FMD Manager to the FDO Director and the LSF Manager by the 20th of the following month.
- c) Review and approve all maintenance products used at the Premises in a timely manner. In the event that products are not approved, the FMD TCC and/or the FMD Supervisor shall proposed similar products which are acceptable to the County.
- d) Act as the liaison between LSF and FDO and as the project coordinator on all alternations, additions and modifications requiring written approval of the FDO Director pursuant to Section 2(e) above.
- e) Provide supplemental maintenance services by FMD employees or contract personnel on a task basis at an hourly rate, when requested by LSF.

- f) Provide project maintenance services by FDO employees on a task basis at an hourly rate, when requested by LSF.
 - g) Provide permitting and regulatory compliance assistance by FDO employees on a task basis at an hourly rate, when requested by LSF.
 - h) Provide the LSF Manager with a contact information sheet contained the names, titles, telephone numbers and email addresses of all FMD contacts cited in this Service Agreement, along with an emergency contact telephone number and a copy of all FMD forms cited herein within ten (10) business days of execution of this Service Agreement.
- 4) **ESS shall:**
- a) Designate the email address of FDO-ESS-SUPPORT@pbccgov.org as the primary single point contact for electronic systems and services issues.
 - a) Conduct code required FACP inspections. The ESS Life Safety Manager shall notify the LSF Representative in advance to schedule such inspections. Such inspections will be performed as required by code.
 - b) Perform a 100% system test on fire alarm, audio, distributed TV, CCTV, card access and security systems prior to Occupancy and turn over all systems to LSF in good working condition.
 - c) Review and approve the key architecture for the Premises. No modifications to the key architecture shall be made by LSF without approval of ESS. This applies to significant changes like the type of key way or locking devices that might be employed (ie: addition of electronic or intelligent key systems) or any change which changes the degree of access to categories of personnel, public, or Facility users.
 - (e) Review and approve any requested additions or changes to existing CCTV, CATV/SATV and card access system. No modification of these systems shall be made by LSF without approval of ESS.
 - (f) Provide the LSF Manager with a contact information sheet contained the names, titles, telephone numbers and email address of all ESS contacts cited in this Service Agreement, along with an emergency contact telephone number and a copy of all ESS forms cited herein within ten (10) business days of execution of this Service Agreement.

SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

| | |
|--|--------------|
| Facilities Development & Operations = FDO THROUGH | |
| Electronic Systems and Services | Code = ESS |
| Facilities Development & Operations | Code = FDO |
| Facilities Management Division | Code = FMD |
| Parks and Recreation Department | Code = Parks |
| Information Systems Services (ISS) | Code = ISS |

| |
|---|
| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate) |
| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

INFRASTRUCTURE DESCRIPTIONS

1. Site work:
- Curbing

Fencing

Parking Lots (FMD at Riviera Beach site only - Parks Dept. at other sites)

Security, tolls, traffic control

Roads

Walks

Water retention (FMD at Riviera Beach site only - Parks Dept. at other sites)
2. Site Improvements:
- Furniture: (as provided with building design)

benches, picnic tables, bike racks, waste receptors

Signage, (base building signs)

interior

exterior

Marquee or monument signs

Playground Equipment (if any)(as provided at Effective Date)

playground equipment

maintenance, safety inspections

daily safety inspections & operations

Lighting (FMD at Riviera site only, Parks at other sites)

parking lots

exterior building lighting (Not including program compliance issues)
3. Structures:
- Bridges

Culverts

Retaining Walls, stairs

Tunnels
4. Utilities:
- Central Energy Plants

Chilled Water Distribution

Compressed Air (HVAC Systems only)

Distilled Water (if provided)

Domestic Water

Electrical Distribution

Energy monitoring & Control

Fire Protection

Irrigation (Riviera Beach site only - Parks at other sites)

Sanitary Sewage , mains, piping

Storm Drainage, system piping

Cleaning of grilles, catch basins, debris clean up

Waste Water

Distribution (building to tank or pump)

Collection (holding tanks or septic systems)

| MAINTAINED BY | | OTHERS | | COST COVERED BY | |
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(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)
Pumping Station(s)
Treatment, (grease traps)
Backflow Prevention (refer to Safety & Regulatory)

| |
|---|
| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate) |
| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

| MAINTAINED BY | | OTHERS | | COST COVERED BY | |
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(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

1. BUILDING - PRIMARY SYSTEMS:

1. Foundations & Substructures:
- Footings
- Foundation Walls
- Grade Beams
- Insulation
- Slab on Grade
- Vapor Barriers
- Waterproofing & Under Drain
2. Structural System:
- Floor System
- Roof System
- Platforms, Stairs & Walkways
- Pre-engineer Bldg (non-permanent, sheds, portables, etc.)
- Structural Framing System
3. Exterior Wall System:
- Chimneys & Exhaust Stacks
- Entrances
- Exterior Doors, Frames & Hardware
- Exterior Walls
- Exterior Windows
- Finishes

| MAINTAINED BY | | OTHERS | | COST COVERED BY | |
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(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

II. BUILDING - SECONDARY SYSTEMS:

4. Roof Systems:

- Flashing, expansion joints, & Gravel Stops
- Gutters & Downspouts
- Insulation
- Roof Hatches & Smoke Hatches
- Skylights
- Roofing

5. Ceiling System:

- Directly Applied Systems
- Exposed Structural Systems
- Suspended Systems

6. Floor Covering System:

- Floor Finishes (non-janitorial), vinyl, tile

7. Interior Wall & Partition System (non-modular)

- Hardware
- Interior Doors & Frames
- Interior Walls: Finishes
- Moveable Walls (on tracks)
- Interior Windows, (basic to building design)
- Building/ Interior Room Numbering (per County Policy)
- Toilet Partitions

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(See Service Agreement User Guide for Explanation)

(Footnoted references are found on Sheet 2)

- Overhead Service
12. Building Electrical Lighting:

Lighting Fixtures

Lighting related to workstations or task lighting

Exit Lights

Safety Switches

Wiring
13. Building Safety & Regulatory Systems

Fire Extinguishing & Suppression*(only at Riviera Beach)

Fire Extinguishers (for building only)

Inspection

Maintenance

Fire Sprinklers, pumps, piping

Fire Alarm System

Egress design (travel distance, exits, etc.)

Emergency Lighting

Emergency/ Standby Power - Generators

Program/Equipment Certifications

Program/Equipment Accreditations

Program/Equipment Licenses

Program Compliance 2

| MAINTAINED BY | | OTHERS | | COST COVERED BY | |
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(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

COMMUNICATIONS EQUIPMENT/SYSTEMS
CUSTOMER OPERATIONS SPECIALTIES

1. Telephone Services & Systems
2. Telephone Equipment
3. Fire Detection/Alarm Services
4. Projection Screens
5. Audio Systems (example; PA, Intercom, Sound, Recording)
Maintenance
Equipment related to Program Operations
6. Electronic Access Systems (example; card reader access)
Equipment related to Program Operations
Maintenance
7. Closed Circuit Television Systems (CCTV) 3
Equipment related to Program Operations
Maintenance
8. Security / Intrusion Alarm Systems
Equipment related to Program Operations
Maintenance
9. Fiber Optic Detection Systems
10. Computer Com. Networks, Desktop PC's, LAN, WAN
11. CATV/SATV (Cable TV/Satellite Dishes)

| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate) |
|---|
| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

| MAINTAINED BY | OTHERS | COST COVERED BY |
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SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

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| Facilities Development & Operations = FDO THROUGH | |
| Electronic Systems and Services | (Code = ESS |
| Facilities Development & Operations | Code = FDO |
| Facilities Management Division | Code = FMD |
| Parks and Recreation Department | (Code = Parks |
| Information Systems Services (ISS) | Code = ISS |

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| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate |
| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

(See Service Agreement User Guide for Explanation)

(Footnoted references are found on Sheet 2)

SAFETY, REGULATORY, COMPLIANCE:

- 1. Code Compliance (equipment in customer program)
- 2. Kitchen Equipment licensing, inspections
- 3. Food Services - licensing & inspections
- 4. Health Inspections, cleanliness, contamination control
- 5. Disabled Accessibility Audit and Facilities Structure at Effective Date. 4

(See Agreement for specifics.)

- Parking
- Site Accessible Routes
- Room and Spaces
- Toilet Rooms and Bathrooms
- Special Features
 - Signage
 - Alarms
 - Detectable Warnings

- 6. Disabled Accessibility Program Operation and Features after Effective Date 5

(See Agreement for specifics.)

- Program equipment, furniture, features and processes
- Special Types of Facilities (Playground)

- 7. OSHA Inspections and Related Protocols

- Confined Spaces
- Ergonomics
 - Program equipment of processes
 - Building issues related to maintenance
- Excavations and Trenching
 - Program Operations
 - Building Maintenance
- Hazardous Waste Handling (Right to Know)
 - Disposal/Use related to Program Operations
 - Disposal/Use related to Maintenance
- Indoor Air Quality - Complaints related to:
 - Program Installed, products used, practices 6
 - Building Mechanical Failures 7
- Respiratory Protection
 - Related to programs
 - Related to building programs
- Signage ADA
- Disease Protection
 - Notification of personnel 8
 - As related to Maintenance

- Fire Marshall Inspections (Combined)
- Fire Alarm
- Fire Detection (NFPA Regs)
 - Operations

| MAINTAINED BY | | OTHERS | | COST COVERED BY | |
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SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

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| Facilities Development & Operations = FDO THROUGH | |
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| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

(See Service Agreement User Guide for Explanation)

(Footnoted references are found on Sheet 2)

| | |
|---|----|
| Maintenance | |
| Notification of Bomb Threats | 9 |
| Notification of Biological Threats | 10 |
| EPA/FDEP Regulatory Programs | |
| Air Quality (Emissions & Pollution) | |
| Hazardous Materials/Waste (PROGRAM-BLDG) | |
| Bio Waste | |
| Hazardous Waste | |
| Disposal/Use related to Program | |
| Disposal/Use related to Maintenance | |
| Waste Transportation | |
| Program Operations | |
| Maintenance Programs | |
| Waste Emergency Response | |
| Program Operations | |
| Maintenance Programs | |
| Building Storage | |
| Solid Waste Collection and Disposal | |
| Recycling | |
| Program Operations | |
| Maintenance Programs | |
| Water Quality/Discharge (Pollution Control) | |
| Related to programs | |
| Related to Maintenance programs | |
| Backflow Prevention | |
| Containment | |
| Isolation | |
| Cross Connection Control | |
| 8. Municipal/Local Government | |
| Compliance with approval conditions | 11 |

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SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

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(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

OCCUPANCY, PROGRAM SUPPORT SERVICE

1. Utilities Services costs
- Electrical Consumption
- Water consumption
- Sewer & Waste Water discharges services
2. Operations and Program occupancy
- Furniture procurement, setup, moving & repair
- Event & Equipment setup, removal, cleanup & repair
- Program customer setup, coordination, traffic control
3. Custodial
4. Floor mats. Walk off mats, ergonomic mats
5. Window cleaning
6. Landscaping (FMD at Riviera site only. Other site = Parks)
7. Pest Control
8. Security
- Vandalism
- Random, external damage to Facility
- Caused or created by program or participants
- Damage to interior of Premises, Equipment, furniture, etc. 12
- Program Security Requirements 13
9. Keys
- Maintenance (Locks, keys, hardware)
- Modifications (Lost keys, Lock Changes, Upgrades)
10. After Hours / special response work 14
- Emergency Support - Emergency Capital Repair or Accident
- Special Events 15
- Renewal acts of God funding

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| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate) |
| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

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SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

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(See Service Agreement User Guide for Explanation)

(Footnoted references are found on Sheet 2)

OPERATIONS/LOGISTICS:

- 1. Work Space (See users guide)
- 2. Program Access
- 3. Program related Parking
- 4. Ship to location
- 5. Procurement (How & Who - Purchase of materials)
- 6. Operations (On-site staff and contact for coordination)

| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate) |
|---|
| Building Type: Owned & Shared Facilities |
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| Head Start Facilities |
| Early Head Start Facilities |

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SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

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| Building Type: Owned & Shared Facilities |
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| Early Head Start Facilities |

(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

CUSTOMER OPERATIONS - SPECIALTIES

PROGRAM EQUIPMENT & SYSTEMS:

- 1. Kitchen Equipment
- 2. Laundry Equipment
 - Replacement
 - Additives Soaps, dispensers
- 3. Waste Handling
- 4. Building/Customer Program Interior Signage
 - Repair
 - Add, Alter Modification
- 5. Mobile Small Equipment
- 6. Window Coverings - added by LSF
- 7. Furniture Repair replace and moving

| MAINTAINED BY | | OTHERS | | COST COVERED BY | |
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Notes:

INFRASTRUCTURE DESCRIPTIONS:

- 1 **Site Improvements - Marquee or Monument Signs:** County shall maintain all marquee and monument signs without specific reference to LSF.
- 2 **Building Safety & Regulatory System - Program Compliance:** LSF will be solely responsible for all program compliance related issues, such as those arising from inspections for licensure or certification

COMMUNICATIONS EQUIPMENT/SYSTEMS/CUSTOMER OPERATIONS SPECIALTIES:

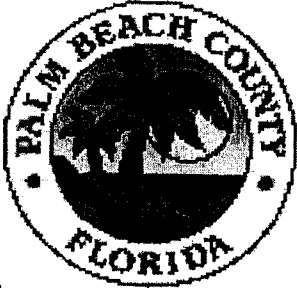
- 3 **Closed Circuit Television System (CCTV):** Closed Circuit TV shall be maintained by LSF. However LSF is not permitted to access the roof, walls or any structural components of the facility in order to maintain such, but shall submit a Request for Service to FMD for assistance.

SAFETY, REGULATORY, COMPLIANCE:

- 4 **Disabled Accessibility/Audit and Facilities Structure at Effective Date:** See Lease Section 8.05 on ADA responsibilities.
- 5 **Disabled Accessibility/Program Operation and Features after Effective Date:** LSF is solely responsible for all ADA compliance arising from Program Operations, including, but not limited to, adding, changing, or modifying configuration of furniture or equipment after Occupancy Date. See Lease Section 8.05 for further information.
- 6 **OSHA Inspections - Indoor Air Quality (Complaints related to Program Installed, Products Used, Practices):** Only products pre-approved by FMD can be utilized at the shared facilities. No aerosols, cleaners, deodorizers, etc. without prior FMD approval. LSF is solely responsible for remediation of air quality complaints arising from LSF custodial services, LSF maintenance or operations.
- 7 **OSHA Inspections - Indoor Air Quality (Complaints related to Building Mechanical Failures):** Air quality related to building mechanical issues will be handled pursuant to County policy. This will be the sole recourse to address indoor air quality complaints.
- 8 **OSHA Inspections - Disease Protection (Notification of Personnel):** LSF must notify County within two (2) hours of LSF's knowledge of any of the following: (1) the presence of any individual on the Premises within the past seven (7) days who has an airborne communicable disease that poses a public health threat; (2) any other public health threat; (3) bomb threat at the Premises; biological threat at the Premises; or (4) other security threat at the Premises.
- 9 **OSHA Inspections - Notification of Bomb Threats:** LSF must notify County of any bomb threat by following County security protocols to ensure safety of all building occupants.
- 10 **OSHA Inspections - Notification of Biological Threats:** LSF must notify County of any biological threat by following County security protocols to ensure safety of all building occupants.
- 11 **Municipal/Local Government - Compliance with approval conditions:** LSF will comply with any conditions imposed by a municipality or governing entity pertaining to the use or operation of the facility.

OCCUPANCY, PROGRAM SUPPORT SERVICE:

- 12 **Security - Damage to Interior of Premises, Equipment, Furniture, etc:** Damage to the interior of the Premises, equipment, furniture, or other program components shall be the responsibility of LSF.
- 13 **Security - Program Security Requirements:** LSF is solely responsible for the security and safety of its program participants, employees, contractors and invitees as well as all personal property or equipment at the Premises.
- 14 **After Hours/Special Response Work:** LSF will reimburse County for any after-hours or special response services at the same rate paid by County.
- 15 **After Hours/Special Response Work - Special Events:** Any activities taking place on the outside of the Facility must be approved through FDO to avoid interference with other users.



REQUEST FOR SERVICE

Request # _____

PALM BEACH COUNTY FACILITIES DEVELOPMENT & OPERATIONS FACILITIES MANAGEMENT DIVISION

Requesting Dept./Division/Office_____
Advantage Account_____
Authorized Signature (Division Director or above)_____
Date

SERVICE REQUESTED:

Building: _____ Room# _____ Address: _____

Name of Contact Person_____
Telephone (required)_____
Date Service is RequiredNOTE: Check ☐ If Request for ESTIMATE of cost ONLY (Attach sketches, specs, etc.)

FOR FACILITIES MANAGEMENT USE ONLY

Type _____
 Bldg _____
 Zone _____
 Craft _____
 Labor _____
 Mat'l _____
 Priority _____
 Acct Code _____

Comments: _____

Manager Approval _____

Date _____

Work Order # _____

Input Personnel _____

Date _____

White & Yellow Copies: Facilities Management

Pink Copy: Requesting Dept.

COUNTY FORM 023

EXHIBIT "F"



Palm Beach County Supervisor Incident Report

Occupational Health Clinic: 561-233-5450

For serious injuries or illnesses contact the
Emergency Operations Center: 561-233-3500

Please type print clearly. This form must be filled out by the Immediate Supervisor for work related injuries or illnesses only

EMPLOYEE INFORMATION

Name: _____ Job Title: _____
Department/Division: _____ Immediate Supervisor: _____
Station and/or Shift: _____ Immediate Supervisor's telephone number: _____

INCIDENT DETAIL

Date of Incident: _____ Time: _____ AM/PM Date incident reported to Immediate Supervisor: _____

Incident Location: _____

Briefly describe how the incident occurred: _____

Describe injury / illness & state part of body affected: _____

Did the employee seek medical treatment? ☐ Yes ☐ No
If yes, what type/where? ☐ First Aid ☐ Occupational Health Clinic ☐ Other, please specify _____

INVESTIGATIVE DETAIL

WITNESSES:

1. _____ NAME _____ TELEPHONE NUMBER _____
2. _____ NAME _____ TELEPHONE NUMBER _____

Action needed to prevent recurrence _____

Was the employee using the appropriate personal protective equipment? ☒ Yes ☐ No ☐ Not Applicable

Was the employee following appropriate safety procedures? ☐ Yes ☐ No ☐ Not Applicable

Signed _____ IMMEDIATE SUPERVISOR Date _____

Department/Division Head Review: _____

Signed _____ DEPARTMENT/DIVISION HEAD Date _____

EMPLOYEE SIGNATURE: _____ Date _____

Please separate and distribute copies as follows:

White: Personnel Green: Loss Control Canary: Department Pink: Clinic Goldenrod: Employee

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Louis
Finney, hereinafter referred to as "Affiant", who being by me first duly sworn, under
oath, deposes and states as follows:

1. Affiant is the Vice President of Head Start/Early Head Start of Lutheran
Services Florida, Inc., (Head Start) a Florida not for profit corporation, (the "Tenant")
which entity is the lessee of the real property legally described on the attached
Exhibit "A" (the "Property").
2. Affiant's address is: 2210 Tall Pines Drive, Suite 220, Largo, FL 33771.
3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete
listing of the names and addresses of every person or entity having a five percent (5%) or
greater beneficial interest in the Tenant and the percentage interest of each such person or
entity.
4. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.
5. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and
complete, and will be relied upon by Palm Beach County relating to its lease of the
Property.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant
Print Affiant Name: Louis Finney

The foregoing instrument was sworn to, subscribed and acknowledged before me this 19th
day of March, 2014, by Louis Finney [☒] who is
personally known to me or [☐] who has produced _____ as
identification and who did take an oath.

[Signature]
Notary Public
JoAnne Ratliff
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____

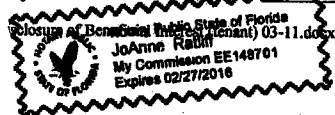


EXHIBIT "A"
to
Tenant's Disclosure of Beneficial Interests

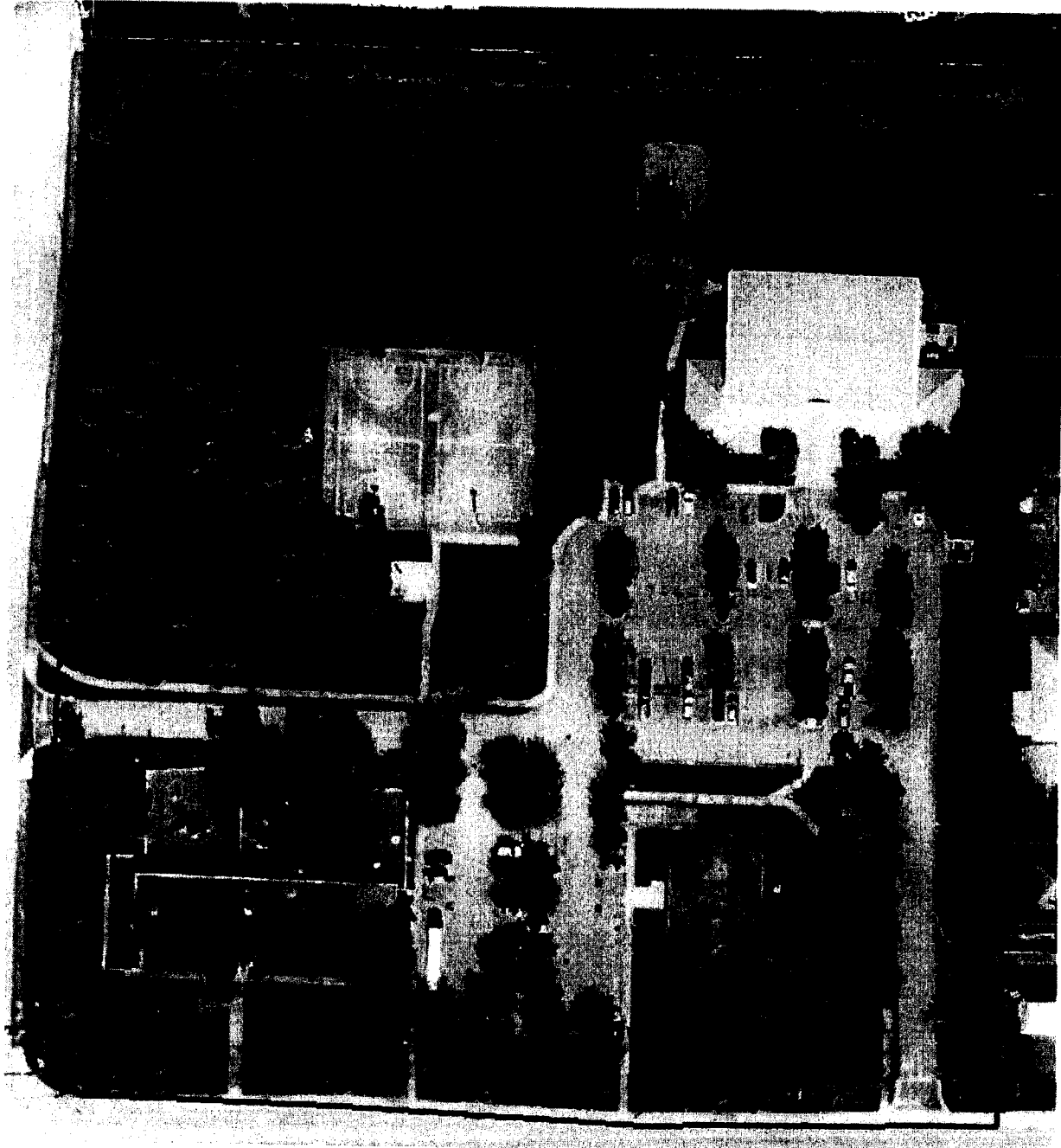


Exhibit “B”

To

Exhibit "G"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Tenant is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Tenant must identify individual owners. If, by way of example, Tenant is wholly or partially owned by another entity, such as a corporation, Tenant must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME _____

ADDRESS

PERCENTAGE

OF INTEREST

None. Lutheran Service Florida, Inc is a 501(c)(3) organization. There are no individuals or entities that have a beneficial interest in its assets.

[illegible]

RESOLUTION NO. 20__

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

WHEREAS, Lutheran Services Florida, Inc. a Florida not-for-profit corporation ("LSF") has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County lease certain real property owned by Palm Beach County to LSF for use by LSF for Head Start and/or Early Start services to promote the school readiness of low income children by enhancing their cognitive, social and emotional functioning and to provide early, intensive and comprehensive child development services and family support services for low-income families; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use 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. Recitals

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

Section 2. Authorization to Lease Real Property

The Board of County Commissioners of Palm Beach County shall lease to LSF, pursuant to the Lease attached hereto and incorporated herein by reference, for a term of five (5) years and an annual rental of One Dollar (\$1.00), the real property identified in the Lease for the use identified above.

Section 3. Conflict with Federal or State Law or County Charter

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. 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 Priscilla A. Taylor, Mayor
Commissioner, Paulette Burdick, Vice Mayor
Commissioner Hal R. Valeche
Commissioner Shelley Vana
Commissioner Steven L. Abrams
Commissioner Mary Lou Berger
Commissioner Jess R. Santamaria

The Mayor thereupon declared the resolution duly passed and adopted this day of _____, 2014.

PALM BEACH COUNTY, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 
Department Director

LEASE AGREEMENT

between

**PALM BEACH COUNTY A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

(County)

and

LUTHERAN SERVICES FLORIDA, INC.,

a not for profit corporation

(Tenant)

**1440 W. Martin Luther King Blvd.,
Riviera Beach, FL 33404**

LEASE AGREEMENT

THIS LEASE made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and **LUTHERAN SERVICES FLORIDA, INC.**, a not-for-profit corporation, hereinafter referred to as "Tenant".

W I T N E S S E T H:

WHEREAS, County is the owner of certain real property in the City of Riviera Beach, with an address of 1440 W. Martin Luther King Blvd., Palm Beach County, a portion of which is improved with a building (the "Building") and which is depicted and described on the attached Exhibit "A" (the "Property"); and

WHEREAS, County is operating a Head Start program in an approximately nine thousand two hundred and thirty-seven (9,237) square foot area in the Building and in those unimproved areas of the Property as depicted and described on the attached Exhibit "B" (the "Premises"); and

WHEREAS, Tenant has applied for grant funding from the Office of Head Start to be the local administrator of the Head Start program in Palm Beach County; and

WHEREAS, Tenant desires to continue Head Start program services at the Premises; and

WHEREAS, County is willing to lease the Premises to Tenant for the continued operation of the Head Start program as set forth hereinafter.

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I RECITALS

The foregoing recitals are true and correct and are incorporated herein and made a part hereof by this reference.

ARTICLE II DEFINITIONS

"American with Disabilities Act" ("ADA") shall mean the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990).

"Base Building Maintenance and Repair" shall mean the Repairs and Maintenance required for primary base building systems as further described in Section 8.02.

"Board" shall mean the Board of County Commissioners of Palm Beach County.

"CAP" shall mean the County's Community Action Program.

"Capital Repair(s)" shall mean the provision of labor and materials related to improvements or betterments at any part of the Premises that are necessary to sustain the Premises in an operating condition consistent with applicable standards and/or manufacturers' recommendations and that add value to the Premises.

"Common Areas" shall mean those areas of the Property such as the parking areas and driveways that are shared with the CAP, or any other tenants and/or occupants of the Property from time to time.

"County Property" shall mean personal property and equipment that will remain in the Facility for Tenant's use during the Term of the Lease and is identified on the attached Exhibit "C".

"County Security Processes and Procedures" shall mean those security processes and procedures provided by County to Tenant which outline the processes and procedures for responding to bomb threats, communicable disease public health threats, biological threats and other emergency situations at the Property.

"Documentation" shall mean all writings, reports, notices, filings or forms, whether electronic or written, submitted to the Office of Head Start that pertain to an alleged accident, fall, injury or incident at the Premises requiring either a police response or for which medical care was sought.

"Effective Date" shall have the meaning as described in Section 18.18 of this Lease.

“Emergency Capital Repair” shall mean a Capital Repair that County determines is required to be made on an expedited basis: 1) to prevent further damage or destruction to the Premises, or 2) to remedy an unsafe condition, or 3) in response to a need when the delay incident to complying with all the governing rules, regulations or procedures would be detrimental to the interests, health, safety or welfare of the County.

“Facility” shall mean the physical building and structural components of the Premises including the fixed personal property or improvements.

“FDO” shall mean the County’s Facilities Development & Operations Department.

“FDO Service Agreement” shall mean the description of individual service components that are routinely required for Maintenance and Repair of County property and which identifies the corresponding party who shall perform and fund each service component, attached hereto as Exhibit “D”.

“FMD” shall mean the Facilities Management Division of FDO.

“FSD” shall mean the County’s Facilities Services Division of FDO.

“Grant” shall mean a Grant awarded by the Office of Head Start for the Tenant’s Head Start Zero to Five Grant Application for Head Start programming in Palm Beach County and which designates Tenant as principal grantee.

“Grant Application” shall mean the Tenant’s Head Start Zero to Five Grant Application submitted to the Office of Head Start, and which proposes that Tenant serve as the principal grantee for Head Start programming in Palm Beach County, Florida, for an initial five year project period, and includes any additional grant applications submitted by Tenant thereafter for Head Start programming in Palm Beach County.

“Grant Year” shall mean the one year period of time that Head Start grantees are funded for Head Start program operations pursuant to a Notice of Award from the Office of Head Start.

“Head Start” shall mean Head Start and Early Head Start programs that promote the school readiness of children ages birth to five from low income families and that serve infants, toddlers, pregnant women and their families who have incomes below the federal poverty level.

“Information Systems Services” or “ISS” shall mean the County’s Information Systems and Services department that is solely responsible for providing network services at the Premises pursuant to a Technology Service Agreement between Tenant and ISS.

“Maintenance” shall mean any work (preventative, routine or Repair/corrective) necessary to sustain the Premises in an operating condition consistent with applicable standards and manufacturers’ recommendations and does not add value to the Premises.

“Notice of Grant Award” or “Notice of Award” shall mean the Notice of Grant Award form that is delivered to Grant applicants by the Office of Head Start when a Grant Application is approved and which includes the approved project and budget periods and the amount of federal funds authorized pursuant to the Grant Application.

“Occupancy Date” shall mean the date that Tenant is permitted to physically occupy the Premises pursuant to the terms of this Lease.

“Office of Head Start” shall mean the Office of Head Start, an Office of the Administration for Children & Families, Department of Health and Human Services.

“Premises” shall mean an approximately nine thousand two hundred thirty-seven (9,237) square foot area in the Building located on the Property and those unimproved areas of the Property as depicted and described on the attached Exhibit “B”.

“Property” shall mean the real property and all improvements located thereon, (including, without limitation, the Building) as described and depicted in the attached Exhibit “A”.

“Repair” shall mean a form of Maintenance which may or may not involve the replacement of parts, components, or materials.

“Request for Service Form” shall mean the form that is attached hereto as Exhibit “E” and used by Tenant to request that County perform Maintenance and Repair at the Premises.

“Secondary Building Maintenance and Repair” shall mean all of the Maintenance and/or Repair reasonably required for the secondary building systems and interior portions of the Premises as further described in Section 8.03 of this Lease.

"Technology Service Agreement" shall mean the agreement between ISS and Tenant for information technology services beginning on July 1, 2014, that shall include network services and that may include other related information technology services.

ARTICLE III BASIC LEASE PROVISIONS

Section 3.01 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the County demises and leases to the Tenant, and Tenant rents from County, the Premises. Tenant acknowledges that the Property is shared with the CAP; provided, however, that Tenant shall have exclusive possession of the Premises.

Section 3.02 Parking and Common Areas.

The use and occupancy of the Premises by Tenant shall include the right to the non-exclusive use of the Common Areas depicted on Exhibit "A" attached hereto, including without limitation, parking areas and driveways of the Property. The Tenant shall have the non-exclusive right to use, on a first come first served basis, parking spaces in the Common Areas for Tenant vehicles, Tenant employee and visitor parking.

Section 3.03 Notice of Grant Award.

Tenant shall provide County with a copy of the Notice of Grant Award, within three (3) business days of Tenant's receipt of same. If applicable, Tenant shall provide County with a copy of the notice that advises Tenant of the non-approval of the Grant Application within three (3) business days of Tenant's receipt of same. Additionally, and throughout the Term of this Lease, Tenant shall provide County with a copy of all: (1) Notices of Grant Award; (2) designation renewal notices; (3) notices relating to the Grant project budget; and (4) notices of Grant deficiencies, including, without limitation, notices of deficiency, suspension, or termination of a Grant, within three (3) business days following Tenant's receipt of same.

Section 3.04 Length of Term and Effective Date.

The term of this Lease shall commence upon the Effective Date, as hereinafter defined (the "Effective Date"), and shall extend for a period of five (5) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

Section 3.05 Option to Extend.

County hereby grants to Tenant, so long as Tenant shall not then be in default of any term, covenant, condition or payment of rent under this Lease beyond any applicable notice

or cure period, the right and option to extend the Term of this Lease for two (2) successive period(s) of five (5) year(s) each, under the same terms and conditions of this Lease and commencing upon the expiration of the initial Term of this Lease or any extension thereof. Tenant shall exercise its option to extend, if at all, by written notice to the County received by the County on or before sixty (60) days prior to the expiration of the initial Term of this Lease or any extension thereof.

Failure of Tenant to duly and timely exercise its option to extend the Term of this Lease shall be deemed a waiver of Tenant's right to said option and all further options.

ARTICLE IV RENT

Section 4.01 Annual Rent.

Tenant shall pay County an annual net rent of One Dollar (\$1.00) (the "Annual Rent"), payable without notice on the Effective Date and each subsequent anniversary thereafter. Annual Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. County shall receive the rent payable hereunder free and clear of any and all impositions, liens, charges, and expense of any nature whatsoever relating to operation of the Premises, including without limitation those relating to taxes, if any, insurance, Repair, Maintenance, use, care or operation, except as specifically provided in this Lease and the FDO Service Agreement.

Section 4.02 Additional Rent.

Any and all sums of money or charges required to be paid by Tenant under this Lease other than the Annual Rent shall be considered "Additional Rent", whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to Annual Rent.

Section 4.03 Sales, Use and Rent, Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes.

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against County. Notwithstanding the foregoing, Landlord hereby acknowledges receipt of a copy of Tenant's Form DR-14, Consumer's Certificate of Exemption, pursuant to which Tenant is exempt from the payment of Florida sales and use tax on, inter alia, real property rented. As long as such certificate, or any renewal thereof (provided that a copy of

such renewal is delivered to Landlord) is in effect, Tenant shall not be required to pay sales tax on the Annual Rent or Additional Rent.

Tenant shall pay before delinquency all ad valorem and non ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises or Tenant's leasehold interest in the Premises or Tenant's Alterations and personal property located on the Premises except to the extent that Tenant and the purposes for which it is occupying the Premises are exempt pursuant to Section 196.192, Florida Statutes or any other provision of Florida law.

Section 4.04 Unpaid Fees, Holdover.

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1½ %) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double the actual fair market rental value of the Premises.

Section 4.05 Accord and Satisfaction.

In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

ARTICLE V
CONDITION OF LEASED PREMISES, ALTERATIONS

Section 5.01 Acceptance of Premises by Tenant.

Tenant certifies that Tenant has inspected the Premises, and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements or equipment located thereon, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises.

Section 5.02 Alterations.

Tenant shall not make any improvements, additions, modifications or alterations to the Premises (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance, which may be withheld, granted, or granted subject to conditions as determined in the County's sole and absolute discretion. Tenant shall submit detailed plans and specifications for all such Alterations to County for County's written approval prior to commencing work on same. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease.

All work done by Tenant shall be done by a licensed and insured contractor in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans, specifications and permits (if applicable). Tenant shall also require contractors to furnish satisfactory evidence of statutory Workers' Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County may reasonably require. County may require additional insurance, and/or a performance bond, in such amount as County reasonably determines to be necessary, as a condition of its consent to any Alterations.

Upon giving its approval for any work or Alterations, County shall specify whether the Alteration is to be removed by Tenant, at Tenant's sole cost and expense, upon the termination or expiration of this Lease.

Section 5.03 No Liens.

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any Alterations made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises, the Property, or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said 10 day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

**ARTICLE VI
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT**

Section 6.01 Occupancy of Premises.

Tenant's occupancy of the Premises is expressly contingent upon FDO's receipt of a Notice of Grant Award that is consistent with the Grant Application with a project budget period beginning on or before July 1, 2014 and which designates Tenant as principal grantee for Palm Beach County. Tenant shall not be permitted to occupy the Premises until such time as: (1) Tenant has provided FDO with a copy of a Notice of Grant Award in compliance with the requirements set forth in this section, and (2) the Director of FDO has provided Tenant with written approval to occupy.

Section 6.02 Use.

Tenant shall use and occupy the Premises solely and exclusively for the operation of a Head Start program in accordance to the regulations and requirements of the Office of Head Start and the terms and conditions of this Lease. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion.

Tenant shall seek approval of the County no later than thirty (30) days prior to any special event or activity which will impact the use of the Common Areas or the Property. The Tenant will work with the County to mitigate the impact of the Tenant's special event or activity on the County and the other entities sharing the Property to avoid disruption to program operations. The County's approval of Tenant's special event or activity shall not be unreasonably withheld.

Section 6.03 Waste or Nuisance.

Tenant 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 or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. Tenant shall be solely responsible for the handling and disposal of hazardous waste, including obtaining appropriate disposal containers. Tenant will keep refuse in proper fireproof containers within the interior portions of the Premises until removed to the dumpster(s). Tenant will keep the access to the Premises and other contiguous areas to the Premises free and clear of obstruction. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 6.04 Governmental Regulations.

Tenant shall, at Tenant'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 Tenant or Tenant's use of the Premises and Common Areas, or the Premises generally. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

Section 6.05 Non-Discrimination.

Tenant shall assure and certify that it will comply with the Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information with respect to any activity occurring on the Premises or conducted pursuant to this Lease.

Section 6.06 Surrender of Premises.

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, if so directed by County, shall remove Tenant's personal property, removable fixtures and equipment from the Premises and shall surrender the Premises to the County in the same

condition the Premises were in as of the Effective Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or personal property within the Premises shall vest in County.

Section 6.07 Hazardous Materials.

Tenant and County hereby acknowledge that County occupied the Premises for Head Start Program operations and that Tenant has inspected the Premises and to the best of both parties' knowledge there is not currently located in, on, upon, over, or under the Premises any Hazardous Materials. However, if any preexisting contamination exists, or is discovered during the term of this Lease, County shall promptly remove said substance(s) in accordance with Environmental Laws at County's sole cost and expense ("Environmental Remediation"). Tenant may temporarily discontinue program operations, or work in good faith with County to identify a temporary location for said program during a period of Environmental Remediation.

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or the Common Areas or on any adjacent land in violation of Environmental Laws. Furthermore, Tenant shall not cause or permit the Release of Hazardous Materials upon the Premises or upon adjacent lands in violation of Environmental Laws and shall operate and occupy the Premises and utilize the Common Areas in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean 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. Release shall mean the release, storage, use, handling, discharge or disposal of Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Release of a Hazardous Material, in violation of Environmental Laws, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of the Environmental Remediation as a result of a Release of Hazardous Materials in violation of Environmental Laws upon the Premises or emanating from the Premises onto adjacent lands as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs at trial and on appeal,

which may arise directly, indirectly or proximately as a result of any violation or the Release of any Hazardous Materials upon the Premises in violation of Environmental Laws. Tenant's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to eliminate or diminish any statutory or common law liability of Tenant.

In the event of any Release of Hazardous Materials upon the Premises in violation of Environmental Laws and such Release did not occur prior to the Occupancy Date and is not the result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees, but is caused by a third-party or source unconnected to the Lease, then the Environmental Remediation shall be considered a Capital Repair to be performed by County pursuant to Section 8.04 of this Lease.

Tenant acknowledges the County would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive the expiration or termination of this Lease.

ARTICLE VII COUNTY PERSONAL PROPERTY

Section 7.01 County Property.

The County Property identified on the attached Exhibit "C" shall remain at the Premises for use by Tenant during the Lease Term. Tenant's use of the County Property shall be strictly limited to uses relating to the Tenant's Head Start program in Palm Beach County. At all times the County Property shall remain the sole and exclusive property of the County, and the Tenant shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

Tenant certifies that Tenant has inspected the County Property and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the County Property including, without limitation, any relating to the physical condition of the County Property, or the suitability of the County Property for Tenant's intended use. Tenant certifies that it shall use the County Property in a safe and appropriate manner and for its intended purpose.

At the conclusion of the Term, Tenant shall return the County Property to County in good condition and repair as specified herein, normal wear and tear excepted.

The County retains the right to make a final determination as to whether a particular asset located at the Premises on the Occupancy Date is in fact County Property. Tenant shall be responsible for seeking a determination from County on any asset not specifically identified.

Section 7.02 Repair and Maintenance of County Property.

The County Property identified on the attached Exhibit "C" shall be Repaired and Maintained pursuant to the provisions of Article VIII and the FDO Service Agreement attached hereto as Exhibit "D". To the extent not specified in Article VIII or the FDO Service Agreement, the County shall have the right to determine whether the County Property shall be maintained and repaired by Tenant or County. Tenant shall be responsible for seeking a determination from County on the Repair and Maintenance responsibilities for a County Property asset.

Tenant shall be responsible for notifying County of any Maintenance or Repairs required for County maintained County Property and shall immediately notify County of any required repair, damage, loss, or condition of County maintained County Property that may pose a security or a safety risk.

Section 7.03 Tenant Responsibility for Reimbursement.

Notwithstanding Section 7.02, Tenant shall be solely responsible for loss of or damage to County Property including loss or damage from acts of vandalism, but specifically excluding normal wear and tear: (1) if such was caused or created by the Tenant, or its agents, contractors, employees or invitees, or (2) if such results from Tenant's failure to secure the Premises. In such event, if the damage or loss is to County maintained County Property, County shall repair or replace said property and Tenant shall reimburse County for the reasonable and necessary costs and expenses. If the damage or loss is to Tenant maintained County Property, then Tenant shall repair or replace the County Property with property that meets County requirements for functionality and that is the equivalent or better than the original in terms of age, condition and value, or Tenant can compensate County for the undepreciated value of the asset as of the Effective Date of the Lease.

ARTICLE VIII MAINTENANCE AND OPERATING REPAIR

Section 8.01 FDO Service Agreement.

The FDO Service Agreement, attached hereto as Exhibit "D" identifies the specific responsibilities of the County and the Tenant for the performance of, and the associated costs of Maintenance and Repairs to the Premises. However, neither party has an obligation to install, provide, or obtain a service component that is not located at the Premises on the Effective Date. In the event, and to the extent that there is a conflict between the terms contained in this Article VIII and Exhibit "D", the terms of Exhibit "D" shall prevail. The FDO Service Agreement may be amended from time to time by written agreement of the Director, Facilities Development & Operations and the Tenant's Vice President of Head Start Services.

Section 8.02 Base Building Maintenance and Repair Responsibilities.

County shall perform the primary base building/systems Repair and Maintenance required for the Premises generally including components of foundation and substructure, structural systems, exterior wall systems, roof systems, random exterior vandalism (not Head Start program related), electrical system, energy control system, base building HVAC, fixed fire suppression infrastructure, backflow prevention, water and sewer systems, site work and infrastructure and grounds Maintenance and irrigation for the Premises as specifically described in Exhibit "D".

County shall be responsible for indoor air quality complaints related to Facility mechanical failures or related to County program operations only, and such responsibility shall be strictly limited to referral of the complaints to the County's FMD for assessment and recommendation pursuant to County policy and procedure. The results of any FSD air quality assessment, analysis or review will be deemed conclusive. County shall address the recommendations of the FSD, if any, to the extent they involve Facility mechanical failures or County program operations. All other liability and responsibility for response or remediation of indoor air quality shall be the sole and exclusive responsibility of Tenant. This includes, but is not limited to, air quality complaints or issues arising from Tenant's Head Start program operations, air quality issues arising from inspections, employee complaints regarding odors or perfumes and all other causes or complaints regarding indoor air quality.

Beginning on the Effective Date and ending on June 30, 2015, County shall perform and fund the Secondary Building Maintenance and Repair responsibilities that are specifically identified in subsection 8.03.01. The parties' intent is to allocate Maintenance

and Repair responsibilities between them based on actual physical occupancy and/or use of the Property. Nevertheless, County has agreed to perform and fund those Secondary Building Maintenance and Repair obligations identified in subsection 8.03.01, during the first twelve (12) months of the Lease Agreement while the parties evaluate actual program operations and consider methodologies for the allocation of Maintenance and Repair responsibilities. The parties agree that they will commence discussions no later than March 1, 2015 to specifically allocate Maintenance and Repair responsibilities based on Property usage and occupancy. An amendment to this Lease Agreement addressing at a minimum, Sections 8.02, Section 8.03, Section 8.04 and Exhibit "D", must be executed no later than May 1, 2015 or the Lease Agreement may be terminated by County effective on July 1, 2015.

Tenant shall request Maintenance and/or Repairs through submittal of a Request for Service Form, attached hereto as Exhibit "E". Tenant will not be charged for County Base Building Maintenance and Repair Responsibilities required for the Premises if identified as a responsibility to be performed and funded by FMD on Exhibit "D" (the FDO Service Agreement), except that notwithstanding Exhibit "D", Tenant shall be responsible for reimbursing County for all costs or expenses relating to any Maintenance or Repairs to the Premises, Common Areas or Property which Tenant, or its agents, contractors, employees or invitees may cause, aside from normal wear and tear.

Section 8.03 Secondary Building Maintenance and Repair.

8.03.01 The Tenant shall be solely responsible for and shall Repair and Maintain, or fund the Repair and Maintenance of the secondary building systems and interior portions of the Premises as identified on Exhibit "D" including but not limited to ceiling systems, floor covering, interior wall and partitions, signage, building safety and regulatory systems, and all alterations or improvements currently existing or constructed hereinafter on or about the Premises, in good condition and Repair. The Tenant shall be solely responsible for the Maintenance and Repair of, or shall fund the Maintenance, Repair and the upkeep of the security, keys and intrusion alarm monitoring systems and connected equipment, non-fixed fire suppression system, painting, lighting fixtures, interior plumbing lines and fixtures, and such other items as specifically identified on Exhibit "D".

8.03.02 The Tenant shall be solely responsible for all compliance related service, Maintenance or Repair requirements, including Head Start program related requirements that may be identified in an inspection for licensure or certification. Tenant shall be responsible for funding and performing all routine custodial Maintenance or service, pest control services, exterior pressure cleaning and window washing, all Repairs or Maintenance or upkeep of furniture, Repair or Maintenance to personal property and equipment including

kitchen equipment, audio/video systems, and those Repairs or Maintenance requirements that are common to the operation of any Head Start program including, but not limited to waste receptacles, spill Maintenance, cleaning air conditioning vents, cleaning of walls, floors, doors, picking up litter, disposal of waste and garbage in the designated dumpster, hazardous waste disposal and other Repairs or Maintenance customarily handled by a handyman or laborer. Tenant shall be solely responsible for the Maintenance and Repair of closed circuit television systems (CCTV); however, any Repairs or Maintenance requiring access to walls, ceilings or fixed structures, must be performed by County at Tenant's cost. Tenant shall submit a Request for Service Form attached hereto as Exhibit "E", for any Repairs or Maintenance that requires ceiling, wall or other structural access or entry. Tenant shall be solely responsible for all acts of vandalism to the interior of the Premises and to all acts of vandalism to the exterior of the Facility or Premises if such were caused or created by the Tenant, its program, invitees, employees or guests. Tenant shall comply with all development or regulatory approval conditions or requirements applicable to the Premises. Tenant shall be solely responsible for the costs of all false fire/security alarms, for all damages to the Premises or the Facility resulting from Tenant's failure to properly secure the Premises or the Facility and for all costs related to failure to comply with the terms and conditions of this Lease.

8.03.03 All Secondary Building Maintenance and Repair shall be performed on a routine basis as is reasonably required to prevent deterioration of the Premises, in a good and workmanlike fashion, utilizing good quality materials, supplies, components and replacement parts that are of equal or better quality than the quality of those being repaired or replaced, with all reasonable efforts made to preserve the aesthetics of the building. Maintenance and Repair performed by Tenant shall be comparable to County Maintenance and Repair without a noticeable visible difference between Tenant performed Maintenance and Repair and County performed Maintenance and/or Repair and such that there shall be no impact to County or Building occupants as a result of Tenant's performance of Maintenance and Repair responsibilities, or lack thereof.

8.03.04 Network communication services at the Premises shall be provided by ISS pursuant to the terms and conditions of the Technology Service Agreement.

8.03.05 Only products approved by FMD can be utilized for the care and Maintenance of the Premises. There shall be no aerosols, cleansers, cleaning products, deodorizers or other products used at the Premises by Tenant, its invitees, employees, or contractors, without advance approval of FMD.

8.03.06 Tenant shall notify County within two (2) hours of Tenant's becoming aware of any of the following: 1) the presence of any individual on the Premises within the previous seven (7) days who has an airborne communicable disease that constitutes a public health threat, 2) any other public health threat involving the Premises, 3) bomb threat at the Premises, 4) biological threat involving the Premises, or 5) other security threat at the Premises. For each of these, Tenant shall utilize and follow County Security Processes and Procedures to ensure proper reporting and response. Tenant shall timely inform County of other security incidents or non-airborne communicable diseases that constitute a public health threat or other material public health issues relating to a program participant or employee.

8.03.07 Tenant shall complete a Palm Beach County Supervisor Incident Report Form ("Incident Form"), attached hereto as Exhibit "F" each time: 1) There is an accident, fall or injury at the Premises, there is an incident requiring a police response at the Premises, or medical attention is sought at the Premises as a result of an accident, fall, injury or incident at the Premises (collectively a "Premises Accident"); or 2) Tenant has actual knowledge that, an accident, fall or injury occurred at the Property, there was an incident requiring a police response at the Property, or medical attention was sought at the Property as a result of an accident, fall, injury or incident at the Property (collectively "Property Accidents"). In addition, Tenant shall complete the Incident Form each time Tenant has actual knowledge that medical attention was sought at a later time as a result of a Premises Accident or a Property Accident (collectively a "Medical Incident").

Tenant shall provide County with a copy of the completed Incident Form promptly, or as soon thereafter as practicable, but in no event later than twenty-four (24) hours following a Premises Accident and Tenant shall provide County with a complete Incident Form no later than twenty-four (24) hours following Tenant's actual knowledge of a Property Accident or Medical Incident.

In lieu of preparation of the Incident Form, Tenant may provide County with copies of existing Documentation prepared by Tenant for the Office of Head Start. To the extent reasonably necessary, Tenant shall immediately block-off and prevent access to the Accident area and take such other action as is required to protect the participants and invitees, preserve the Accident area in its "as-is" condition, and prevent further damage to, or deterioration of the Facility. Except as required to protect the Facility, the participants or invitees, Tenant shall not make any changes to the condition of the Accident area or perform any Repairs or Maintenance to the Accident area prior to County approval of same. County will respond to Tenant within twenty-four (24) hours of receipt of an Incident Form or other Documentation of an Accident.

8.03.08 Notwithstanding anything in this Lease to the contrary, Tenant is solely responsible for Head Start program related security, including all security requirements for the Premises, the program participants, or Tenant's employees or invitees, that arise from, out of, or that relate to, the operation of the Head Start program at the Premises.

8.03.09 County shall provide Tenant with copies of building plans and specifications ("Building Plans") as required for the Tenant to fulfill its licensing obligations pursuant to this Lease within thirty (30) days of the Tenant's occupancy of the Premises. Tenant acknowledges and agrees that the Building Plans are confidential and exempt from public disclosure pursuant to Florida Statutes §119.071(3)(a)1 and 2 and §119.071(3)(b), that the Building Plans are being provided to Tenant subject to Tenant's agreement to protect the confidential status of same and that Tenant shall use the same degree of care that Tenant would utilize for its own confidential information, but in no event less than a reasonable degree of care, to safeguard and protect the confidentiality of the Building Plans at all times. Tenant shall not duplicate, disclose or use the Building Plans for any purpose other than as set forth in this Section. At the termination of this Lease, all Building Plans shall be returned to County.

8.03.10 All building signage shall be subject to the advance approval of FDO in each instance. Tenant shall submit proposed plans designating the size, placement, style and content of the sign to FDO for approval. FDO shall respond to Tenant within seventy two (72) business hours with approval or denial. If denied, County shall provide specific recommendations to address the issue(s) resulting in denial. Tenant shall not post building signage until same has been approved by County. County shall maintain the existing marquee or monument sign(s). Tenant's name shall not be listed on the marquis or monument sign(s).

Section 8.04 Capital Repairs.

County shall be solely responsible for the planning, performance and execution of Capital Repairs at the Premises. The County shall coordinate with the Tenant, no less than 30 days in advance of the initiation of on-site Capital Repair work (unless an Emergency Capital Repair is required) in order to minimize the impact of the Capital Repair project on the Tenant's operation.

Section 8.05 Americans with Disabilities Act ("ADA").

Tenant and County have inspected the Facility, including the existing configuration and the fixed furniture and equipment, and to the best of their knowledge and belief, the Facility is compliant with the requirements of the ADA, with or without reasonable accommodations,

as of the Effective Date. County affirms that there are no pending ADA claims related to the Facility.

Beginning on the Occupancy Date, Tenant shall assume and be solely responsible for all ADA compliance requirements and shall indemnify, defend and save harmless the County from and against any and all ADA claims, suits, actions, damages and/or causes of action arising from or related to Tenant's lease of the Premises, Tenant's operation of a Head Start program at the Premises, Tenant additions, changes, deletions or modifications to the Premises, the Facility, the Common Areas, personal property, fixed furniture or equipment, or relating in any way to Tenant's failure to comply with the requirements of the ADA.

Tenant shall advise the County of any claim which alleges that the Premises are not in compliance with the requirements of the ADA within forty-eight (48) hours of receipt. Within fifteen (15) business days of receipt of the claim, the Tenant shall evaluate the conditions and present the County with a plan highlighting any modifications that the Tenant believes are the County's responsibility. Tenant shall have sole financial responsibility for the costs and expenses required to bring the Premises into compliance unless Tenant can demonstrate that such non-compliance existed and was the County's responsibility prior to the Occupancy Date. The County will review the plan in a timely manner and approval shall not be unreasonably withheld.

Tenant shall advise the County of any change in law or regulation which may impact the compliance status of the Premises within ten (10) business days of Tenant's notice of an enrolled law or approved regulation. Tenant shall present the County with a plan for bringing the Premises into compliance no later than twenty (20) business days after notice of the law or regulation. Tenant shall have sole financial responsibility for the costs and expenses associated with bringing the Premises into compliance with any enrolled law or approved regulation. The County will review the plan in a timely manner and approval shall not be unreasonably withheld.

Tenant has the obligation to implement reasonable operating accommodations to achieve ADA compliance, but to the extent that modifications to the Premises are required, they will be considered Capital Repairs to be funded as set forth in this Section 8.05 and performed by County pursuant to Section 8.04 of this Lease.

Section 8.06 Rights of County Regarding Secondary Building Maintenance and Repair.

The County shall have the right, but not the obligation to inspect the Premises at reasonable times, upon reasonable request, to observe whether the Tenant is performing its

obligations pursuant to this Lease, including without limitation, its Secondary Building Maintenance and Repair obligations pursuant to this Lease Agreement. In addition, County shall have the right to enter and inspect the Premises without notice, if the County has reason to believe that an emergency situation exists at the Premises. If, in the County's reasonable opinion, the Tenant has not performed its Secondary Building Maintenance and Repair obligations pursuant to the terms set forth in this Lease Agreement, the County shall provide written notice to the Tenant identifying the specific deficiencies, and the Tenant shall have thirty (30) days from the date of such notice during which to commence a cure to correct or remedy the deficiencies and sixty (60) days from the date of such notice within which to correct or remedy the deficiencies.

If Tenant fails to commence a cure within thirty (30) days of the notice, or fails to correct or remedy an identified deficiency within sixty (60) days of the notice, then such failure will be considered a default under this Agreement and County may proceed pursuant to Article XIV (Default) or County shall have the right, but not the obligation, to correct the deficiency on behalf of Tenant. However, County correction of an identified deficiency does not imply County agreement to continue such Repair and/or Maintenance service on an on-going basis, or to waive any other remedies under this Agreement. To compensate County for its time, effort and inconvenience associated with correcting an identified deficiency on behalf of Tenant, Tenant shall reimburse County for the costs of the corrective action at the rate of one and a half times the cost to County for contract services (including parts, labor and all contract costs), and at the rate of the actual cost to County for materials and parts, and time and a half for staff labor. Tenant will be invoiced by County and Tenant shall pay said invoice within thirty (30) days after date of invoice or be in default of this Lease Agreement.

ARTICLE IX UTILITIES

County shall be solely responsible for all costs and expenses relating to providing utility services 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 County be liable for an interruption or failure in the supply of any such utility to the Premises. Utilities shall not include telephone or network communication services.

ARTICLE X INSURANCE

Unless otherwise specified in this Lease, Tenant shall maintain, at its sole expense, in full force and effect at all times during the life of this Lease or the performance of work hereunder, insurance limits, coverages or endorsements required herein. Tenant hereby agrees the requirements contained herein, as well as County's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify Tenant's liabilities and obligations under this Lease.

Section 10.01 Commercial General Liability

Tenant shall maintain: Commercial General Liability with limits of liability not less than \$1,000,000 Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal liability with a limit not less than \$100,000; and Medical Payments (when available) with a limit not less than \$5,000. Tenant shall ensure such coverage is provided on a primary basis.

Section 10.02 Business Auto Liability.

Tenant shall maintain Business Automobile Liability with limits of liability not less than \$500,000 Each Occurrence for owned, non-owned, and hired automobiles. In the event Tenant has no owned automobiles, this requirement shall be to maintain only Hired & Non-Owned Auto Liability. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Liability. Tenant shall ensure such coverage is provided on a primary basis.

Section 10.03 Workers' Compensation & Employers Liability.

Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440 Florida Statutes and applicable Federal Acts. Tenant shall ensure such coverage is provided on a primary basis.

Section 10.04 Premises Insurance.

Tenant shall maintain property insurance in an amount not less than 100% of the total replacement cost of any alterations, betterments and improvements made by or on behalf of Tenant as well as Tenant's contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form. Coverage shall be provided on a primary basis.

Section 10.05 Additional Insured Endorsement.

Tenant shall cause each liability insurance policy required to be maintained by Tenant to be endorsed to add the County as an Additional Insured on, except for Workers' Compensation and Business Auto Liability. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Tenant shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 10.06 Certificate of Insurance.

Tenant shall provide the County with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

Section 10.07 Waiver of Subrogation.

Tenant hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Tenant enter into such an agreement on a pre-loss basis.

Section 10.08 Premiums and Proceeds.

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision or limitation of the property, flood, or wind insurance policies. Tenant shall be responsible for all premiums, including increases, for all insurance policies required by this Lease. All property, flood or windstorm insurance proceeds as a result of a loss shall be made available for use to promptly replace, Repair or

rebuild the buildings, betterments and improvements, including those made by or on behalf of Tenant, in order to ensure a replacement cost settlement and avoid policy cancellation.

Section 10.09 Deductibles, Coinsurance, & Self-Insured Retention.

Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention, including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

Section 10.10 Right to Review, Reject or Adjust Insurance.

The County's Risk Management Department shall have the right, but not the obligation, to review, reasonably adjust, reasonably reject or accept insurance policies, limits, coverages, or endorsements throughout the life of this Lease. Acceptance of insurance policies or coverage shall not be unreasonably withheld. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or by way of illegal operation. The County shall provide Tenant written notice of such action and Tenant shall agree to cure or comply with such action within thirty (30) days receipt thereof.

Section 10.11 No Representation of Coverage Adequacy.

The limits, coverages or endorsements identified herein primarily transfer risk and minimize liability for the County, and Tenant agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

Section 10.12 Insurance for Special Events and Outside Persons/Groups.

Excluding County or its affiliates, when Tenant permits or schedules the use of the Premises for a special event or outside persons/groups, Tenant shall require the special event or outside person/group to maintain Commercial General Liability, as described in Section 10.01, with limits of liability not less than \$1,000,000. Tenant shall ensure that County and Tenant are named as Additional Insured under such policy, as described in Section 10.05. Tenant shall obtain and, when requested by the County, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

**ARTICLE XI
INDEMNIFICATION**

Tenant shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease for any personal injury, loss of life, and/or damage to property sustained in or about the

Premises, Facility or Property by reason, during, or as a result of the use and occupancy of the Premises, Facility or Property by the Tenant, its agents, employees, licensees, invitees, and any subtenant, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and reasonable attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Lease without Tenant's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Lease.

ARTICLE XII DESTRUCTION OF PREMISES

In the event the 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 then the County, shall, at its sole option, commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion, or alternatively, County shall have the right, at its option not to restore the Premises but to terminate this Lease and to retain all insurance proceeds payable on account of said casualty as County's sole property. In the event that County elects to terminate this Lease, the parties shall be relieved of all further obligations hereunder arising after the date of such termination. The termination herein mentioned shall be evidenced in writing.

ARTICLE XIII ASSIGNMENT AND SUBLETTING

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of County, which may be granted or withheld at County's sole and absolute discretion. Any assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition

against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE XIV DEFAULT

Section 14.01 Default by Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) Tenant's failure to commence Head Start program operations at the Premises on or before July 1, 2014; (iii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after written notice from County; (iv) Tenant's vacating the Premises for a period of thirty (30) days or abandoning same; (v) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding; (vi) Change in the Tenant's corporate status to for-profit status; or (vii) Termination of the Grant or change in the Tenant's Grant status from a principal grantee to a delegate agency grantee.

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue such remedies as may be available to County under the law, including, without limitation, the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by Tenant, in which event 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 the three (3) day period and the County is so notified, this Lease will continue.

If Tenant's Grant status is changed from principal grantee for Head Start operations in Palm Beach County to a delegate agency grantee, then County intends to commence negotiations with the replacement principal grantee for occupancy of the Premises. Tenant may be permitted to continue Head Start operations at the Premises as set forth in this Lease pending negotiations with the new principal grantee, and thereafter County shall provide Tenant with notice of termination as set forth above. This provision is in no way intended to effectuate a waiver of any rights or remedies available to County if an Event of Default occurs.

Section 14.02 Default by County.

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

**ARTICLE XV
EARLY TERMINATION/ANNUAL APPROPRIATIONS**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners, provided however, that an Early Termination pursuant to this Article shall be subject to the notice provision set forth in Article XVI.

**ARTICLE XVI
EARLY TERMINATION**

Notwithstanding anything herein to the contrary, County shall have the right to terminate this Agreement, for any reason, upon the expiration of at least one hundred eighty (180) days notice prior to the end of the Tenant's then-current Grant Year.

County shall have the right to terminate this Agreement, immediately by written notice to Tenant if: (1) Tenant has not received a Notice of Grant Award as a result of Tenant's Grant Application on or before July 1, 2014; or (2) upon notice to Tenant from the Office of Head Start that the Grant Application project budget will not be funded on or before July 1, 2014; or (3) upon notice from the Office of Head Start that the Grant Application is not approved.

Tenant shall have the right to terminate this Agreement, for any reason, upon the expiration of at least ninety (90) days prior written notice to County, provided however that Tenant's duties and obligations pursuant to this Lease, including, but not limited to, Tenant's Maintenance and Repair obligations, shall continue until the termination of the Lease.

ARTICLE XVII QUIET ENJOYMENT

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

ARTICLE XVIII MISCELLANEOUS

Section 18.01 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions and understandings between County and Tenant 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 County or Tenant unless reduced to writing and signed by County and Tenant.

Section 18.02 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), 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 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 County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

With a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

(b) If to the Tenant at:

Lutheran Services Florida, Inc.
3627A West Waters Avenue
Tampa, Florida 33614

With a copy to:

Lynn W. Stone, MBA
QA Compliance and Contracts Manager
Lutheran Services Florida-Head Start Program
2210 Tall Pines Dr., Suite 210
Largo, FL 33771

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

Section 18.03 Disclosure of Beneficial Interests.

Tenant represents that simultaneously with Tenant's execution of this Lease, Tenant has executed and delivered to County, the Tenant's Disclosure of Beneficial Interests attached hereto as Exhibit "G", attached hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 18.02 of this Lease.

Section 18.04 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of 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 18.05 Broker's Commission.

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

Section 18.06 Recording.

Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of County, which may be granted or withheld at County's sole discretion.

Section 18.07 Waiver of Jury Trial.

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

Section 18.08 Governing Law and Venue.

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

Section 18.09 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 18.10 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 18.11 Waiver, Accord and Satisfaction.

The waiver by County 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 County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

Section 18.12 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 18.13 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 affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 18.14 Incorporation by Reference.

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

Section 18.15 Survival.

Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

Section 18.16 No Third Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of County or employees of County or Tenant.

Section 18.17 Office of the Inspector General.

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

Section 18.18 Effective Date of Lease.

This Lease shall be effective upon execution by all parties and is expressly contingent upon approval by the Board ("Effective Date").

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the day and year first above written.

WITNESSES:

Heidi Greenslade
Witness Signature

Heidi Greenslade
Witness Name Printed

Gary W. Johnson
Witness Signature

Gary W. Johnson
Witness Name Printed

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

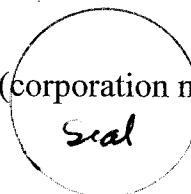
**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: [Signature]
Assistant County Attorney

**LUTHERAN SERVICES FLORIDA, INC.,
a not-for-profit corporation**

By: [Signature]
Louis Finney, Jr., Vice President

(SEAL) (corporation not for profit)



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

By: _____
Priscilla A. Taylor, Mayor

**APPROVED AS TO TERMS
AND CONDITIONS**

By: [Signature]
Director, Facilities Development
& Operations

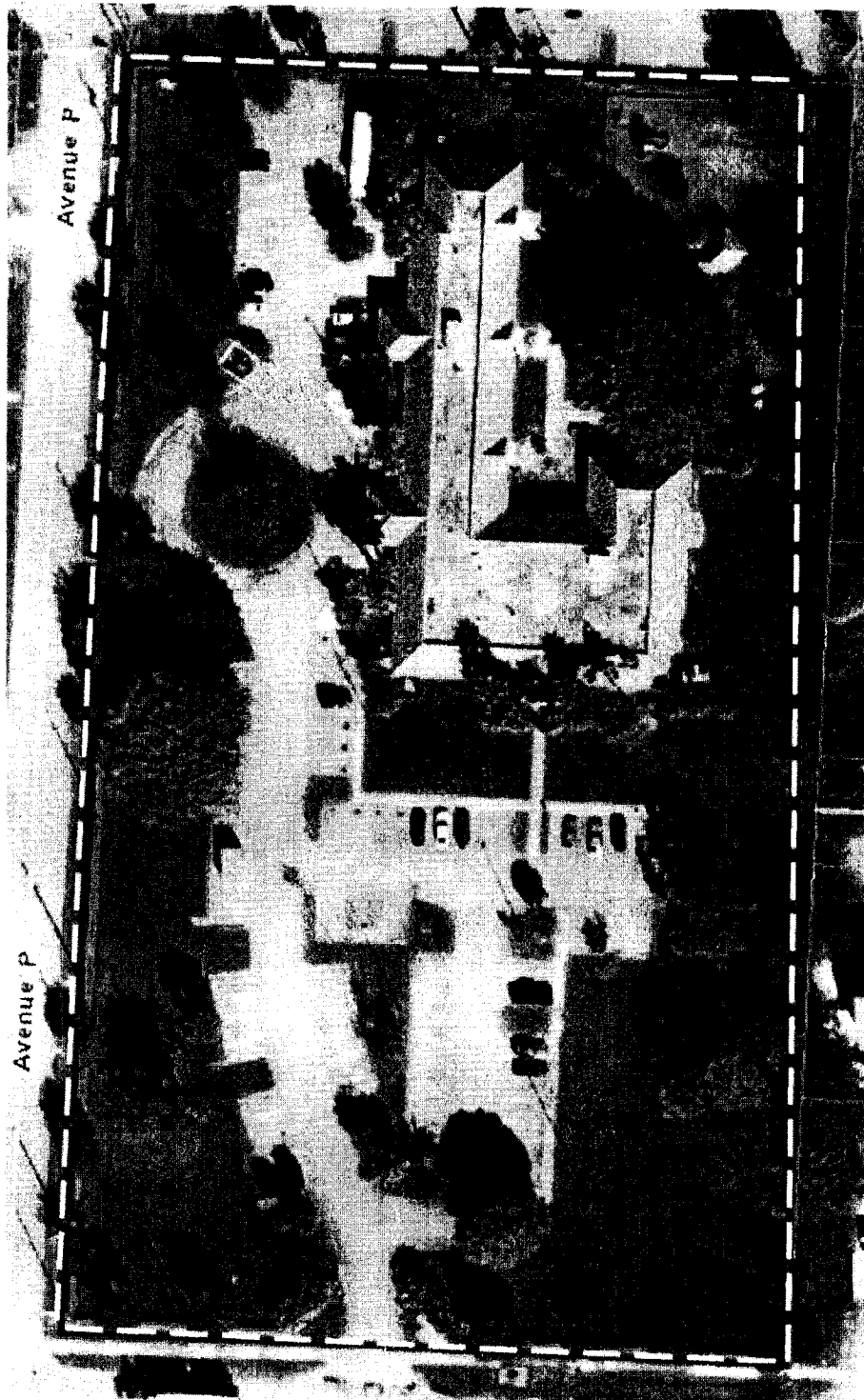
SCHEDULE OF EXHIBITS

| | | |
|---------|-----|---|
| EXHIBIT | "A" | PROPERTY SKETCH |
| EXHIBIT | "B" | PREMISES SKETCH |
| EXHIBIT | "C" | COUNTY PROPERTY |
| EXHIBIT | "D" | FDO SERVICE AGREEMENT |
| EXHIBIT | "E" | REQUEST FOR SERVICE FORM |
| EXHIBIT | "F" | PALM BEACH COUNTY SUPERVISOR INCIDENT FORM |
| EXHIBIT | "G" | TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS |

Schedule of Exhibits
Lutheran Services Florida, Inc.
1440 W. Martin Luther King Blvd.
Riviera Beach

RIVIERA BEACH
1440 Dr Martin Luther King Blvd.
Riviera Beach, FL

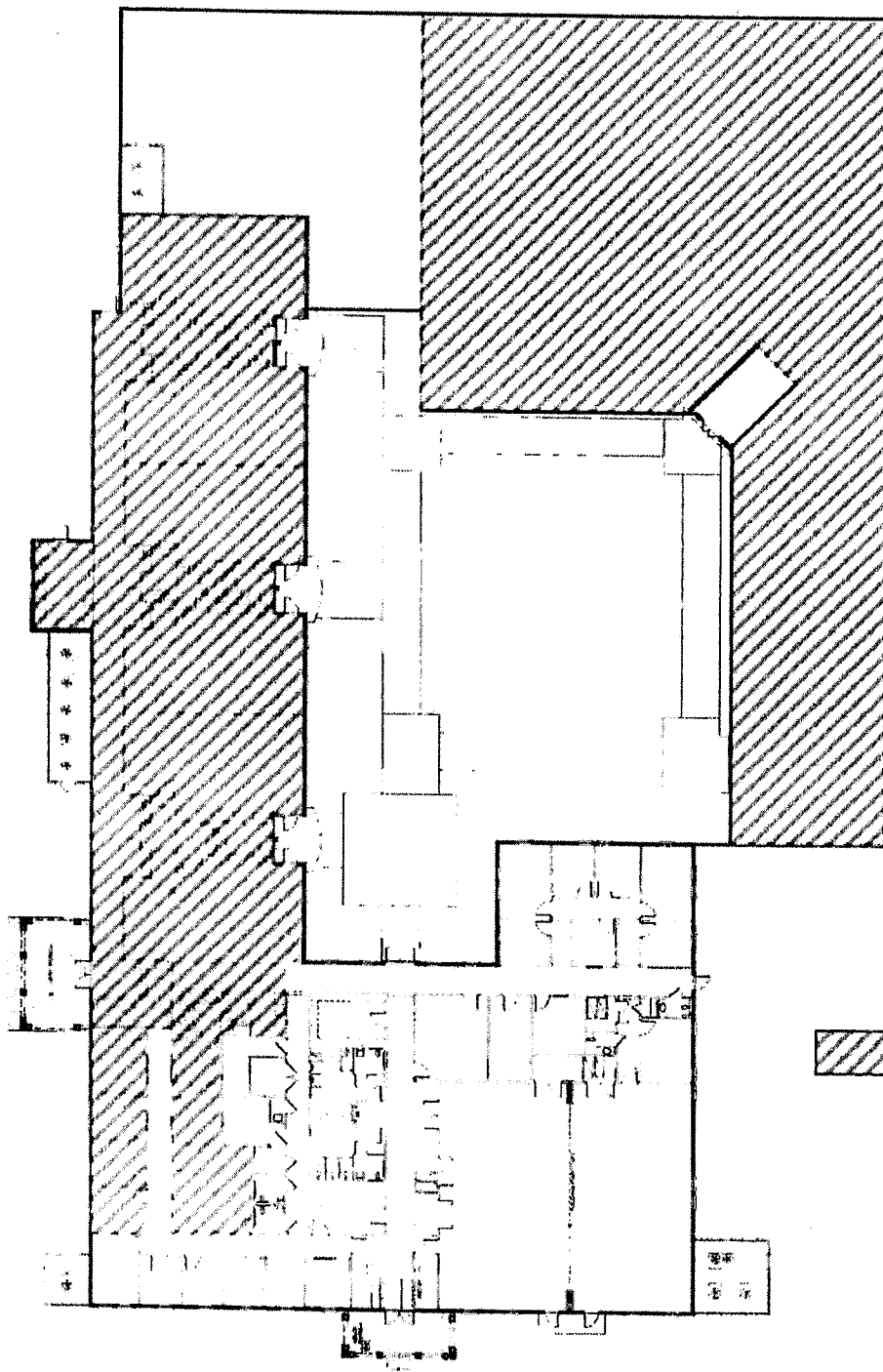
EXHIBIT "A"
The Property




N

RIVIERA BEACH
1440 Dr Martin Luther King Blvd.
Riviera Beach, FL

EXHIBIT "B"
The Premises



The Premises is located at 1440 Martin Luther King Blvd, Riviera Beach, Florida and consists of approximately 9,237 square feet of the improved area of the Facility and those unimproved areas as depicted.

 = PREMISES

N

EXHIBIT "C"
COUNTY PROPERTY

RIVIERA BEACH

Maintained pursuant to the FDO Service Agreement

- 1) Fire alarm system
- 2) Intrusion alarm system
- 3) All window treatments or blinds
- 4) All fixtures and all fixed personal property including all items affixed, bolted, installed or otherwise attached to the Premises
- 5) CCTV system and equipment
- 6) Telephone systems and equipment



Service Agreement

*Including Part A: User's Guide and
Part B: Component Descriptions*


**Facilities Development & Operations Department
Audrey Wolf, Director**

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| <p>Facilities Development & Operations Department</p> <p>Facility Management Division Division Director Garth Josephs</p> <p>Electronic Services & Security Division Division Director Nancy Albert</p> |
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| <p>Facility Regions</p> <p><input type="checkbox"/> Central <input type="checkbox"/> North <input type="checkbox"/> South <input type="checkbox"/> West <input type="checkbox"/> Governmental Center <input type="checkbox"/> Criminal Justice Complex</p> |
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Providing services in agreement with:

LUTHERAN SERVICES FLORIDA, INC.

By: 
Signature

Louis Giam 4/22/14
Printed Name Date

PART A: USER'S GUIDE

I. Parties

1) Lutheran Services Florida, Inc.

- a) "LSF" shall mean Lutheran Services Florida, Inc.
- b) "LSF Manager" shall mean the person employed by LSF that is primarily in charge of the day to day operation of Jupiter Head Start operations.
- c) "LSF Representative(s)" shall mean an employee or employees of LSF that will be responsible for administering, managing or performing some or all of the duties pursuant to this Service Agreement and may be the LSF Manager.
- d) "Vice President" shall mean the Vice-President of LSF for Head Start/Early Head Start.

2) Palm Beach County

- a) "County Support Group Representative" shall mean a representative of FMD, ESS or another County department requiring access to the Premises.
- b) "ESS" shall mean the County's Electronic Systems Services Division.
- c) "FDO" shall mean the Facilities Development & Operations Department.
- d) "FDO Director" shall mean the Director of FDO.
- e) "FMD" shall mean the Facilities Management Division of FDO.
- f) "FMD Manager" shall mean the FMD Northern Regional Manager.
- g) "FMD Supervisor" shall mean the FMD Northern Regional Supervisor.
- h) "FMD TCC" shall mean the FMD Northern Regional Trades Crew Chief.

II. General Terms:

- 1. Any areas not clearly specified in the Lease Agreement or on the checklists herein are to be addressed through communications between the LSF Manager and the FMD Director and then submitted to the LSF Vice President and the FDO Director in written form as an amendment to this Service Agreement. The changes will be executed as an amendment to this Service Agreement prior to enacting such changes.
- 2) LSF shall:
 - a) Maintain the secondary building systems and interior portions of the Premises as noted in this Service Agreement. The repairs, maintenance, the frequency of maintenance and the products used shall be of quality and quantity acceptable to the FMD. LSF shall provide the FMD TCC with a

- maintenance log/report by the 5th of the following month summarizing the preventative and corrective maintenance performed.
- b) Be fully responsible for the operation, safety and security of the Premises, and Head Start participants, invitees and guests.
 - c) Be responsible for the cost of, and the performance of, maintaining, cleaning, repairing and replacing any floor coverings including carpet, or vinyl pursuant to the direction of the FMD TCC and/or the FMD Supervisor.
 - d) Provide any County Support Group Representative requiring access to the Premises with either; 1) escorted access, or 2) unescorted access to all areas of the Premises pursuant to the Head Start program's established access procedures for purposes of review and inspection of the building and systems. LSF shall not use its access procedures to limit or restrict County access to any part of the Premises, either with or without LSF escort at any time.
 - e) Not make any improvements, additions, modifications or alterations to the structural components of the Premises or the base building components of the facility including fixed personal property or improvements without the written approval of the FDO Director. Additionally, LSF will notify the FMD TCC and the FMD Supervisor (as early as possible) prior to undertaking any repairs that exceed \$5,000 to ensure coordination and agreement with the proposed repair.
 - f) Identify the LSF Representative with authority to; (1) issue a Request for Service Form and a Request for Project Assignment Form to authorize work by a County Support Group Representative, and (2) approve and sign the Budget Availability Statement.
 - g) Immediately forward copies of property damage and accident reports to the FMD Supervisor.
 - h) Immediately forward copies of incident reports for all injury claims (including staff) to the FMD Supervisor to enable investigation and remediation.
 - i) Notify the FMD Supervisor of any possible health, safety, and security hazards that may exist within any area of the Facility, so proper protection and safeguards can be used for County property and for invitees, employees and guests. This does not include notification of false fire alarms as long as LSF establishes procedures for responding to such alarms that includes notification of ESS staff via FDO-FSS-SUPPORT@pbcgov.org (ESS staff monitors all alarms). Any costs associated with false alarm responses are the responsibility of LSF.
 - j) Immediately notify the FMD TCC and/or the FMD Supervisor of any notice of code violation received by LSF. A copy of the written violation notice shall be forwarded to the FMD TCC and/or the FMD Supervisor within 24 hours of receipt.

- k) Immediately notify the FMD Supervisor of any discharge, release or spill of a hazardous or regulated material.
- l) Be solely responsible for licensing, compliance review and inspections of premises for operational permits. FDO will provide LSF with the conditions of any development permits that apply to the Facility.
- m) Ensure, through a check in and check out procedure, that all vendors and contractors leave the building in good operating order with no variations to systems or components.
- n) Submit the Material Safety Data Sheets (MSDS) for all maintenance products to the FMD TCC and/or FMD Supervisor for approval. Submit the product literature on all routinely used parts to the FMD TCC and or FMD Supervisor for approval (ie: air filters).
- o) Provide County with a contact information sheet with the names, titles, telephone numbers and email addresses of the LSF Representatives that should be contacted in regards to performance or administration of this Service Agreement, within ten (10) business days of execution of same. Said contact information sheet must contain a minimum of two emergency contact names and telephone numbers for after-hours and emergency contact.

3. **FMD shall:**

- a) Designate the FMD TCC and/or the FMD Supervisor as the primary points of contact on maintenance issues.
- b) Conduct a scheduled on-site building maintenance audit at regular intervals to confirm that the maintenance is being undertaken in the manner consistent with the County's maintenance standards. The FMD TCC and/or the FMD Supervisor shall contact the LSF Representative in advance to schedule such inspections. Such inspections will be performed routinely and not less than quarterly. The formal site, building and systems inspection reports will be issued by the FMD TCC and/or the FMD Supervisor through the FMD Manager to the FDO Director and the LSF Manager by the 20th of the following month.
- c) Review and approve all maintenance products used at the Premises in a timely manner. In the event that products are not approved, the FMD TCC and/or the FMD Supervisor shall proposed similar products which are acceptable to the County.
- d) Act as the liaison between LSF and FDO and as the project coordinator on all alternations, additions and modifications requiring written approval of the FDO Director pursuant to Section 2(e) above.
- e) Provide supplemental maintenance services by FMD employees or contract personnel on a task basis at an hourly rate, when requested by LSF.

- f) Provide project maintenance services by FDO employees on a task basis at an hourly rate, when requested by LSF.
 - g) Provide permitting and regulatory compliance assistance by FDO employees on a task basis at an hourly rate, when requested by LSF.
 - h) Provide the LSF Manager with a contact information sheet contained the names, titles, telephone numbers and email addresses of all FMD contacts cited in this Service Agreement, along with an emergency contact telephone number and a copy of all FMD forms cited herein within ten (10) business days of execution of this Service Agreement.
- 4) **ESS shall:**
- a) Designate the email address of FDO-ESS-SUPPORT@pbccgov.org as the primary single point contact for electronic systems and services issues.
 - a) Conduct code required FACP inspections. The ESS Life Safety Manager shall notify the LSF Representative in advance to schedule such inspections. Such inspections will be performed as required by code.
 - b) Perform a 100% system test on fire alarm, audio, distributed TV, CCTV, card access and security systems prior to Occupancy and turn over all systems to LSF in good working condition.
 - c) Review and approve the key architecture for the Premises. No modifications to the key architecture shall be made by LSF without approval of ESS. This applies to significant changes like the type of key way or locking devices that might be employed (ie: addition of electronic or intelligent key systems) or any change which changes the degree of access to categories of personnel, public, or Facility users.
 - (e) Review and approve any requested additions or changes to existing CCTV, CATV/SATV and card access system. No modification of these systems shall be made by LSF without approval of ESS.
 - (f) Provide the LSF Manager with a contact information sheet contained the names, titles, telephone numbers and email address of all ESS contacts cited in this Service Agreement, along with an emergency contact telephone number and a copy of all ESS forms cited herein within ten (10) business days of execution of this Service Agreement.

SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

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| Facilities Development & Operations = FDO THROUGH | |
| Electronic Systems and Services | (Code = ESS |
| Facilities Development & Operations | Code = FDO |
| Facilities Management Division | Code = FMD |
| Parks and Recreation Department | (Code = Parks |
| Information Systems Services (ISS) | Code = ISS |

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| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate |
| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

INFRASTRUCTURE DESCRIPTIONS

1. Site work:
- Curbing
- Fencing
- Parking Lots (FMD at Riviera Beach site only - Parks Dept. at other sites)
- Security, tolls, traffic control
- Roads
- Walks
- Water retention (FMD at Riviera Beach site only - Parks Dept. at other sites)
2. Site Improvements:
- Furniture: (as provided with building design)
- benches, picnic tables, bike racks, waste receptors
- Signage, (base building signs)
- interior
- exterior
- Marquee or monument signs
- Playground Equipment (if any)(as provided at Effective Date)
- playground equipment
- maintenance, safety inspections
- daily safety inspections & operations
- Lighting (FMD at Riviera site only, Parks at other sites)
- parking lots
- exterior building lighting (Not including program compliance issues)
3. Structures:
- Bridges
- Culverts
- Retaining Walls, stairs
- Tunnels
4. Utilities:
- Central Energy Plants
- Chilled Water Distribution
- Compressed Air (HVAC Systems only)
- Distilled Water (if provided)
- Domestic Water
- Electrical Distribution
- Energy monitoring & Control
- Fire Protection
- Irrigation (Riviera Beach site only - Parks at other sites)
- Sanitary Sewage , mains, piping
- Storm Drainage, system piping
- Cleaning of grilles, catch basins, debris clean up
- Waste Water
- Distribution (building to tank or pump)
- Collection (holding tanks or septic systems)

| MAINTAINED BY | | OTHERS | | COST COVERED BY | |
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SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

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(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)
Pumping Station(s)
Treatment, (grease traps)
Backflow Prevention (refer to Safety & Regulatory)

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|---|
| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate) |
| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

| MAINTAINED BY | | OTHERS | | COST COVERED BY | |
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SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

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| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate |
| Building Type: Owned & Shared Facilities |
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| Head Start Facilities |
| Early Head Start Facilities |

(See Service Agreement User Guide for Explanation)

(Footnoted references are found on Sheet 2)

I. BUILDING - PRIMARY SYSTEMS:

1. Foundations & Substructures:

- Footings
- Foundation Walls
- Grade Beams
- Insulation
- Slab on Grade
- Vapor Barriers
- Waterproofing & Under Drain

2. Structural System:

- Floor System
- Roof System
- Platforms, Stairs & Walkways
- Pre-engineer Bldg (non-permanent, sheds, portables, etc.)
- Structural Framing System

3. Exterior Wall System:

- Chimneys & Exhaust Stacks
- Entrances
- Exterior Doors, Frames & Hardware
- Exterior Walls
- Exterior Windows
- Finishes

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SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

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| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate |
| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

II. BUILDING - SECONDARY SYSTEMS:

4. Roof Systems:

Flashing, expansion joints, & Gravel Stops

Gutters & Downspouts

Insulation

Roof Hatches & Smoke Hatches

Skylights

Roofing
5. Ceiling System:

Directly Applied Systems

Exposed Structural Systems

Suspended Systems
6. Floor Covering System:

Floor Finishes (non-janitorial), vinyl, tile
7. Interior Wall & Partition System (non-modular)

Hardware

Interior Doors & Frames

Interior Walls/Finishes

Moveable Walls (on tracks)

Interior Windows, (basic to building design)

Building/ Interior Room Numbering (per County Policy)

Toilet Partitions

| MAINTAINED BY | | OTHERS | | COST COVERED BY | |
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SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

Facilities Development & Operations = **FDO**
THROUGH

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| Electronic Systems and Services | (Code = ESS |
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| Facilities Management Division | Code = FMD |
| Parks and Recreation Department | (Code = Parks |
| Information Systems Services (ISS) | Code = ISS |

(See Service Agreement User Guide for Explanation)

(Footnoted references are found on Sheet 2)

III. BUILDING OPERATING SYSTEMS:

- 8. Energy Control Energy Audits
- 9. Heating, Ventilating & Air Conditioning Systems:
 - Air Handling Units
 - Boilers
 - Computer Room Cooling
 - Cooling Towers
 - Duct Work & Piping
 - Fan Coil Units
 - Fans
 - Exhaust
 - Circulating
 - Ventilation
 - Smoke
 - Heat pumps
 - Packaged Rooftop A/C Units
 - Packaged water chillers
 - Radiant Heating, fan powered boxes, reheats
- 10. Building Plumbing System:
 - Controls
 - Drinking Fountains
 - Piping, Valves, & Traps
 - Backflow Prevention/ Vacuum Breakers
 - Plumbing Fixtures
 - Pumps
 - Water Storage/ heaters
- 11. Building Electrical Service:
 - Cable Trays
 - Cables & Bus Ducts
 - Conduits
 - Duct Banks
 - Panel Boards
 - Switchboard (non-telephone)
 - Switchgear
 - Substations
 - Transformers
 - Lightening Protection
 - Motor Controls
 - Motors
 - Underfloor Raceways
 - Un-interruptible Power Systems
 - Related to CUSTOMER operations
 - Related to building systems maintain
 - Underground Service

Exhibit "D" Part B to FDO Service Agreement with Lutheran Services

5 of 12

Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate)

Building Type: Owned & Shared Facilities

The listed services do not apply to every facility.

Head Start Facilities

Early Head Start Facilities

[illegible]

4/9/2014

SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

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(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

- Overhead Service
12. Building Electrical Lighting:

Lighting Fixtures

Lighting related to workstations or task lighting

Exit Lights

Safety Switches

Wiring
13. Building Safety & Regulatory Systems

Fire Extinguishing & Suppression*(only at Riviera Beach)

Fire Extinguishers (for building only)

Inspection

Maintenance

Fire Sprinklers, pumps, piping

Fire Alarm System

Egress design (travel distance, exits, etc.)

Emergency Lighting

Emergency/ Standby Power - Generators

Program/Equipment Certifications

Program/Equipment Accreditations

Program/Equipment Licenses

Program Compliance 2

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| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate) |
| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

| MAINTAINED BY | | OTHERS | | COST COVERED BY | |
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| Head Start Facilities |
| Early Head Start Facilities |

(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

COMMUNICATIONS EQUIPMENT/SYSTEMS
CUSTOMER OPERATIONS SPECIALTIES

- 1. Telephone Services & Systems
- 2. Telephone Equipment
- 3. Fire Detection/Alarm Services
- 4. Projection Screens
- 5. Audio Systems (example: PA, Intercom, Sound, Recording)
Maintenance
Equipment related to Program Operations
- 6. Electronic Access Systems (example: card reader access)
Equipment related to Program Operations
Maintenance
- 7. Closed Circuit Television Systems (CCTV) 3
Equipment related to Program Operations
Maintenance
- 8. Security / Intrusion Alarm Systems
Equipment related to Program Operations
Maintenance
- 9. Fiber Optic Detection Systems
- 10. Computer Com. Networks, Desktop PC's, LAN, WAN
- 11. CATV/SATV (Cable TV/Satellite Dishes)

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| MAINTAINED BY | OTHERS | COST COVERED BY |
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SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

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(See Service Agreement User Guide for Explanation)

(Footnoted references are found on Sheet 2)

SAFETY, REGULATORY, COMPLIANCE:

1. Code Compliance (equipment in customer program)
2. Kitchen Equipment licensing, inspections
3. Food Services - licensing & inspections
4. Health Inspections, cleanliness, contamination control
5. Disabled Accessibility Audit and Facilities Structure at Effective Date. 4
(See Agreement for specifics.)

Parking

Site Accessible Routes

Room and Spaces

Toilet Rooms and Bathrooms

Special Features

Signage

Alarms

Detectable Warnings
6. Disabled Accessibility Program Operation and Features after Effective Date 5
(See Agreement for specifics.)

Program equipment, furniture, features and processes

Special Types of Facilities (Playground)
7. OSHA Inspections and Related Protocols

Confined Spaces

Ergonomics

Program equipment of processes

Building issues related to maintenance

Excavations and Trenching

Program Operations

Building Maintenance

Hazardous Waste Handling (Right to Know)

Disposal/Use related to Program Operations

Disposal/Use related to Maintenance

Indoor Air Quality - Complaints related to:

Program Installed, products used, practices 6

Building Mechanical Failures 7

Respiratory Protection

Related to programs

Related to building programs

Signage ADA

Disease Protection

Notification of personnel 8

As related to Maintenance

Fire Marshall Inspections (Combined)

Fire Alarm

Fire Detection (NFPA Regs)

Operations

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| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate |
| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

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SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

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| Facilities Development & Operations = FDO THROUGH | |
| Electronic Systems and Services | Code = ESS |
| Facilities Development & Operations | Code = FDO |
| Facilities Management Division | Code = FMD |
| Parks and Recreation Department | Code = Parks |
| Information Systems Services (ISS) | Code = ISS |

(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

| | |
|---|----|
| Maintenance | |
| Notification of Bomb Threats | 9 |
| Notification of Biological Threats | 10 |
| EPA/FDEP Regulatory Programs | |
| Air Quality (Emissions & Pollution) | |
| Hazardous Materials/Waste (PROGRAM-BLDG) | |
| Bio Waste | |
| Hazardous Waste | |
| Disposal/Use related to Program | |
| Disposal/Use related to Maintenance | |
| Waste Transportation | |
| Program Operations | |
| Maintenance Programs | |
| Waste Emergency Response | |
| Program Operations | |
| Maintenance Programs | |
| Building Storage | |
| Solid Waste Collection and Disposal | |
| Recycling | |
| Program Operations | |
| Maintenance Programs | |
| Water Quality/Discharge (Pollution Control) | |
| Related to programs | |
| Related to Maintenance programs | |
| Backflow Prevention | |
| Containment | |
| Isolation | |
| Cross Connection Control | |
| 8. Municipal/Local Government | |
| Compliance with approval conditions | 11 |

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|---|
| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate) |
| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

| MAINTAINED BY | | OTHERS | | COST COVERED BY | |
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| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

OCCUPANCY, PROGRAM SUPPORT SERVICE

1. Utilities Services costs
- Electrical Consumption
- Water consumption
- Sewer & Waste Water discharges services
2. Operations and Program occupancy
- Furniture procurement, setup, moving & repair
- Event & Equipment setup, removal, cleanup & repair
- Program customer setup, coordination, traffic control
3. Custodial
4. Floor mats, Walk off mats, ergonomic mats
5. Window cleaning
6. Landscaping (FMD at Riviera site only. Other site = Parks)
7. Pest Control
8. Security
- Vandalism
- Random, external damage to Facility
- Caused or created by program or participants
- Damage to interior of Premises, Equipment, furniture, etc. 12
- Program Security Requirements 13
9. Keys
- Maintenance (Locks, keys, hardware)
- Modifications (Lost keys, Lock Changes, Upgrades)
10. After Hours / special response work 14
- Emergency Support - Emergency Capital Repair or Accident
- Special Events 15
- Renewal acts of God funding

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SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

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| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate) |
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| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

OPERATIONS/LOGISTICS:

- 1. Work Space (See users guide)
- 2. Program Access
- 3. Program related Parking
- 4. Ship to location
- 5. Procurement (How & Who - Purchase of materials)
- 6. Operations (On-site staff and contact for coordination)

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SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

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| Information Systems Services (ISS) | Code = ISS |

(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

CUSTOMER OPERATIONS - SPECIALTIES

PROGRAM EQUIPMENT & SYSTEMS:

- 1. Kitchen Equipment
- 2. Laundry Equipment
 - Replacement
 - Additives Soaps, dispensers
- 3. Waste Handling
- 4. Building/Customer Program Interior Signage
 - Repair
 - Add, Alter Modification
- 5. Mobile Small Equipment
- 6. Window Coverings - added by LSF
- 7. Furniture Repair replace and moving

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|---|
| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate) |
| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

| MAINTAINED BY | | OTHERS | | COST COVERED BY | |
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Notes:

INFRASTRUCTURE DESCRIPTIONS:

- 1 **Site Improvements - Marquee or Monument Signs:** County shall maintain all marquee and monument signs without specific reference to LSF.
- 2 **Building Safety & Regulatory System - Program Compliance:** LSF will be solely responsible for all program compliance related issues, such as those arising from inspections for licensure or certification

COMMUNICATIONS EQUIPMENT/SYSTEMS/CUSTOMER OPERATIONS SPECIALTIES:

- 3 **Closed Circuit Television System (CCTV):** Closed Circuit TV shall be maintained by LSF. However LSF is not permitted to access the roof, walls or any structural components of the facility in order to maintain such, but shall submit a Request for Service to FMD for assistance.

SAFETY, REGULATORY, COMPLIANCE:

- 4 **Disabled Accessibility/Audit and Facilities Structure at Effective Date:** See Lease Section 8.05 on ADA responsibilities.
- 5 **Disabled Accessibility/Program Operation and Features after Effective Date:** LSF is solely responsible for all ADA compliance arising from Program Operations, including, but not limited to, adding, changing, or modifying configuration of furniture or equipment after Occupancy Date. See Lease Section 8.05 for further information.
- 6 **OSHA Inspections - Indoor Air Quality (Complaints related to Program Installed, Products Used, Practices):** Only products pre-approved by FMD can be utilized at the shared facilities. No aerosols, cleaners, deodorizers, etc. without prior FMD approval. LSF is solely responsible for remediation of air quality complaints arising from LSF custodial services, LSF maintenance or operations.
- 7 **OSHA Inspections - Indoor Air Quality (Complaints related to Building Mechanical Failures):** Air quality related to building mechanical issues will be handled pursuant to County policy. This will be the sole recourse to address indoor air quality complaints.
- 8 **OSHA Inspections - Disease Protection (Notification of Personnel):** LSF must notify County within two (2) hours of LSF's knowledge of any of the following: (1) the presence of any individual on the Premises within the past seven (7) days who has an airborne communicable disease that poses a public health threat; (2) any other public health threat; (3) bomb threat at the Premises; biological threat at the Premises; or (4) other security threat at the Premises.
- 9 **OSHA Inspections - Notification of Bomb Threats:** LSF must notify County of any bomb threat by following County security protocols to ensure safety of all building occupants.
- 10 **OSHA Inspections - Notification of Biological Threats:** LSF must notify County of any biological threat by following County security protocols to ensure safety of all building occupants.
- 11 **Municipal/Local Government - Compliance with approval conditions:** LSF will comply with any conditions imposed by a municipality or governing entity pertaining to the use or operation of the facility.

OCCUPANCY, PROGRAM SUPPORT SERVICE:

- 12 **Security - Damage to Interior of Premises, Equipment, Furniture, etc:** Damage to the interior of the Premises, equipment, furniture, or other program components shall be the responsibility of LSF.
- 13 **Security - Program Security Requirements:** LSF is solely responsible for the security and safety of its program participants, employees, contractors and invitees as well as all personal property or equipment at the Premises.
- 14 **After Hours/Special Response Work:** LSF will reimburse County for any after-hours or special response services at the same rate paid by County.
- 15 **After Hours/Special Response Work - Special Events:** Any activities taking place on the outside of the Facility must be approved through FDO to avoid interference with other users.



REQUEST FOR SERVICE

Request # _____

PALM BEACH COUNTY FACILITIES DEVELOPMENT & OPERATIONS FACILITIES MANAGEMENT DIVISION

Requesting Dept./Division/Office_____
Advantage Account_____
Authorized Signature (Division Director or above)_____
Date

SERVICE REQUESTED:

 Building: _____ Room# _____ Address: _____

Name of Contact Person_____
Telephone (required)_____
Date Service is Required
 NOTE: Check ☐ If Request for ESTIMATE of cost ONLY (Attach sketches, specs, etc.)

FOR FACILITIES MANAGEMENT USE ONLY

 Type _____
 Bldg _____
 Zone _____
 Craft _____
 Labor _____
 Mat'l _____
 Priority _____
 Acct Code _____

 Comments: _____

Manager Approval _____

Date _____

Work Order # _____

Input Personnel _____

Date _____

White & Yellow Copies: Facilities Management

Pink Copy: Requesting Dept.

COUNTY FORM 023

EXHIBIT "F"



Palm Beach County Supervisor Incident Report

Occupational Health Clinic: 561-233-5450

For serious injuries or illnesses contact the
Emergency Operations Center: 561-233-3500

Please type print clearly. This form must be filled out by the Immediate Supervisor for work related injuries or illnesses only

EMPLOYEE INFORMATION

Name: _____ Job Title: _____
Department/Division: _____ Immediate Supervisor: _____
Station and/or Shift: _____ Immediate Supervisor's telephone number: _____

INCIDENT DETAIL

Date of Incident: _____ Time: _____ AM/ PM Date incident reported to Immediate Supervisor: _____

Incident Location: _____

Briefly describe how the incident occurred: _____

Describe injury / illness & state part of body affected: _____

Did the employee seek medical treatment? ☐ Yes ☐ No
If yes, what type/where? ☐ First Aid ☐ Occupational Health Clinic ☐ Other, please specify _____

INVESTIGATIVE DETAIL

WITNESSES:

1. _____ NAME _____ TELEPHONE NUMBER _____
2. _____ NAME _____ TELEPHONE NUMBER _____

Action needed to prevent recurrence _____

Was the employee using the appropriate personal protective equipment? ☒ Yes ☐ No ☐ Not Applicable

Was the employee following appropriate safety procedures? ☐ Yes ☐ No ☐ Not Applicable

Signed _____ IMMEDIATE SUPERVISOR Date _____

Department/Division Head Review: _____

Signed _____ DEPARTMENT/DIVISION HEAD Date _____

EMPLOYEE SIGNATURE: _____ Date _____

Please separate and distribute copies as follows:
White: Personnel Green: Loss Control Canary: Department Pink: Clinic Goldenrod: - Employee
COUNTY FORM 011 Revised 7/99

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Louis
Finney, hereinafter referred to as "Affiant", who being by me first duly sworn, under
oath, deposes and states as follows:

1. Affiant is the Vice President of Head Start/Early Head Start of Lutheran
Services Florida, Inc., (Head Start) a Florida not for profit corporation, (the "Tenant")
which entity is the lessee of the real property legally described on the attached
Exhibit "A" (the "Property").

2. Affiant's address is: 2210 Tall Pines Drive, Suite 220, Largo, FL 33771.

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete
listing of the names and addresses of every person or entity having a five percent (5%) or
greater beneficial interest in the Tenant and the percentage interest of each such person or
entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and
complete, and will be relied upon by Palm Beach County relating to its lease of the
Property.

FURTHER AFFELANT SAYETH NAUGHT.

[Signature], Affiant

Print Affiant Name: Louis Finney

The foregoing instrument was sworn to, subscribed and acknowledged before me this
19th day of March, 2014, by Louis Finney [☒] who is
personally known to me or [☐] who has produced _____ as
identification and who did take an oath.

[Signature]
Notary Public
JoAnne Ratliff
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____

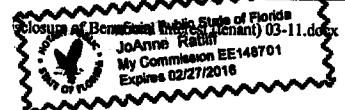


Exhibit "A"
To
Exhibit "G"

1440 Dr Martin Luther King Blvd.
Riviera Beach, FL

32-42-43, E 1/4 OF NE 1/4 OF SW 1/4 (LESS TH PT LYG S OF INLET BLVD)

PCN: 56-43-42-32-00-000-7070

Exhibit "G"

INTERESTS IN PROPERTY

Tenant is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Tenant must identify individual owners. If, by way of example, Tenant is wholly or partially owned by another entity, such as a corporation, Tenant must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

OF INTEREST

None. Lutheran Service Florida, Inc is a 501(c)(3) organization. There are no individuals or entities that have a beneficial interest in its assets.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook or legal pad style. The edges of the paper are slightly irregular, suggesting it might be a scan of a physical document. There is no handwriting or other markings on the page.

RESOLUTION NO. 20__

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

WHEREAS, Lutheran Services Florida, Inc. a Florida not-for-profit corporation ("LSF") has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County lease certain real property owned by Palm Beach County to LSF for use by LSF for Head Start and/or Early Start services to promote the school readiness of low income children by enhancing their cognitive, social and emotional functioning and to provide early, intensive and comprehensive child development services and family support services for low-income families; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use 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. Recitals

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

Section 2. Authorization to Lease Real Property

The Board of County Commissioners of Palm Beach County shall lease to LSF, pursuant to the Lease attached hereto and incorporated herein by reference, for a term of five (5) years and an annual rental of One Dollar (\$1.00), the real property identified in the Lease for the use identified above.

Section 3. Conflict with Federal or State Law or County Charter

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. 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 Priscilla A. Taylor, Mayor
Commissioner, Paulette Burdick, Vice Mayor
Commissioner Hal R. Valeche
Commissioner Shelley Vana
Commissioner Steven L. Abrams
Commissioner Mary Lou Berger
Commissioner Jess R. Santamaria

The Mayor thereupon declared the resolution duly passed and adopted this day of _____, 2014.

PALM BEACH COUNTY, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

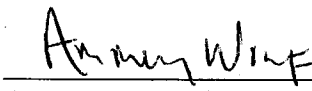
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 
Department Director

LEASE AGREEMENT

between

**PALM BEACH COUNTY A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

(County)

and

LUTHERAN SERVICES FLORIDA, INC.,

a not for profit corporation

(Tenant)

3691 Oswego Avenue, West Palm Beach, FL 33409

LEASE AGREEMENT

THIS LEASE made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and **LUTHERAN SERVICES FLORIDA, INC.**, a not-for-profit corporation, hereinafter referred to as "Tenant".

W I T N E S S E T H:

WHEREAS, County is the owner of certain real property in the City of West Palm Beach, with an address of 3691 Oswego Avenue, Palm Beach County which is depicted and described on the attached Exhibit "A" (the "Property"); and

WHEREAS, the County's Parks and Recreation Department and the Head Start program are located in a building on the Property identified on the attached Exhibit "A" as the "Head Start and Parks" building (the "Building"); and

WHEREAS, County's Head Start program is located in an approximately two thousand seven hundred thirty-four and a half (2,734.5) square foot area of the Building and in the unimproved areas of the Property as depicted and described on the attached Exhibit "B" (the "Premises"); and

WHEREAS, Tenant has applied for grant funding from the Office of Head Start to be the local administrator of the Head Start program in Palm Beach County; and

WHEREAS, Tenant desires to continue Head Start program services at the Premises; and

WHEREAS, County is willing to lease the Premises to Tenant for the continued operation of the Head Start program as set forth hereinafter.

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I RECITALS

The foregoing recitals are true and correct and are incorporated herein and made a part hereof by this reference.

ARTICLE II DEFINITIONS

“American with Disabilities Act” (“ADA”) shall mean the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990).

“Base Building Maintenance and Repair” shall mean the Repairs and Maintenance required for primary base building systems as further described in Section 8.02.

“Board” shall mean the Board of County Commissioners of Palm Beach County.

“Capital Repair(s)” shall mean the provision of labor and materials related to improvements or betterments at any part of the Premises that are necessary to sustain the Premises in an operating condition consistent with applicable standards and/or manufacturers’ recommendations and that add value to the Premises.

“Common Areas” shall mean those areas of the Property such as the parking areas and driveways that are shared with the Parks and Recreation Department, or any other tenants and/or occupants of the Property from time to time.

“County Property” shall mean personal property and equipment that will remain at the Premises for use by Tenant during the Lease Term and that is identified on the attached Exhibit “C”.

“County Security Processes and Procedures” shall mean those security processes and procedures provided by County to Tenant which outline the processes and procedures for responding to bomb threats, communicable disease public health threats, biological threats and other emergency situations at the Property.

“Documentation” shall mean all writings, reports, notices, filings or forms, whether electronic or written, submitted to the Office of Head Start that pertain to an alleged accident, fall, injury or incident at the Premises requiring either a police response or for which medical care was sought.

“Effective Date” shall have the meaning as described in Section 18.18 of this Lease.

“Emergency Capital Repair” shall mean a Capital Repair that County determines is required to be made on an expedited basis: 1) to prevent further damage or destruction to the Premises, or 2) to remedy an unsafe condition, or 3) in response to a need when the delay

incident to complying with all the governing rules, regulations or procedures would be detrimental to the interests, health, safety or welfare of the County.

“Facility” shall mean the physical building and structural components of the Premises including any fixed personal property or improvements.

“FDO” shall mean the County’s Facilities Development & Operations Department.

“FDO Service Agreement” shall mean the description of individual service components that are routinely required for Maintenance and Repair of County property and which identifies the corresponding party who shall perform and fund each service component, attached hereto as Exhibit “D”.

“FMD” shall mean the Facilities Management Division of FDO.

“FSD” shall mean the County’s Facilities Services Division of FDO.

“Grant” shall mean a Grant awarded by the Office of Head Start for the Tenant’s Head Start Zero to Five Grant Application for Head Start programming in Palm Beach County and which designates Tenant as principal grantee.

“Grant Application” shall mean the Tenant’s Head Start Zero to Five Grant Application submitted to the Office of Head Start, and which proposes that Tenant serve as the principal grantee for Head Start programming in Palm Beach County, Florida, for an initial five year project period, and includes any additional grant applications submitted by Tenant thereafter for Head Start programming in Palm Beach County.

“Grant Year” shall mean the one year period of time that Head Start grantees are funded for Head Start program operations pursuant to a Notice of Award from the Office of Head Start.

“Head Start” shall mean Head Start and Early Head Start programs that promote the school readiness of children ages birth to five from low income families and that serve infants, toddlers, pregnant women and their families who have incomes below the federal poverty level.

“Information Systems Services” or “ISS” shall mean the County’s Information Systems and Services department that is solely responsible for providing network services at the Premises pursuant to a Technology Service Agreement between Tenant and ISS.

“Maintenance” shall mean any work (preventative, routine or Repair/corrective) necessary to sustain the Premises in an operating condition consistent with applicable standards and manufacturers’ recommendations and does not add value to the Premises.

“Notice of Grant Award” or **“Notice of Award”** shall mean the Notice of Grant Award form that is delivered to Grant applicants by the Office of Head Start when a Grant Application is approved and which includes the approved project and budget periods and the amount of federal funds authorized pursuant to the Grant Application.

“Occupancy Date” shall mean the date that Tenant is permitted to physically occupy the Premises pursuant to the terms of this Lease.

“Office of Head Start” shall mean the Office of Head Start, an Office of the Administration for Children & Families, Department of Health and Human Services.

“Parks and Recreation Department” shall mean the County’s Parks and Recreation Department.

“Premises” shall mean an approximately two thousand seven hundred thirty- four and a half (2,734.5) square foot area of the Building and the unimproved areas of the Property as depicted and described on the attached Exhibit “B”.

“Property” shall mean the real property and all improvements located thereon (including, without limitation, the Building) as described and depicted in the attached Exhibit “A”.

“Repair” shall mean a form of Maintenance which may or may not involve the replacement of parts, components, or materials.

“Request for Service Form” shall mean the form that is attached hereto as Exhibit “E” and used by Tenant to request that County perform Maintenance and Repair at the Premises.

“Secondary Building Maintenance and Repair” shall mean all of the Maintenance and/or Repair reasonably required for the secondary building systems and interior portions of the Premises as further described in Section 8.03 of this Lease.

"Technology Service Agreement" shall mean the agreement between ISS and Tenant for information technology services beginning on July 1, 2014, that shall include network services and that may include other related information technology services.

ARTICLE III BASIC LEASE PROVISIONS

Section 3.01 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the County demises and leases to the Tenant, and Tenant rents from County, the Premises. Tenant acknowledges that the Property is shared with the Parks and Recreation Department; provided, however, that Tenant shall have exclusive possession of the Premises.

Section 3.02 Parking and Common Areas.

The use and occupancy of the Premises by Tenant shall include the right to the non-exclusive use of the Common Areas depicted on Exhibit "A" attached hereto, including without limitation, parking areas and driveways of the Property. The Tenant shall have the non-exclusive right to use, on a first come first served basis, parking spaces in the Common Areas for Tenant vehicles, Tenant employee and visitor parking.

Section 3.03 Notice of Grant Award.

Tenant shall provide County with a copy of the Notice of Grant Award, within three (3) business days of Tenant's receipt of same. If applicable, Tenant shall provide County with a copy of the notice that advises Tenant of the non-approval of the Grant Application within three (3) business days of Tenant's receipt of same. Additionally, and throughout the Term of this Lease, Tenant shall provide County with a copy of all: (1) Notices of Grant Award; (2) designation renewal notices; (3) notices relating to the Grant project budget; and (4) notices of Grant deficiencies, including, without limitation, notices of deficiency, suspension, or termination of a Grant, within three (3) business days following Tenant's receipt of same.

Section 3.04 Length of Term and Effective Date.

The term of this Lease shall commence upon the Effective Date, as hereinafter defined (the "Effective Date"), and shall extend for a period of five (5) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

Section 3.05 Option to Extend.

County hereby grants to Tenant, so long as Tenant shall not then be in default of any term, covenant, condition or payment of rent under this Lease beyond any applicable notice or cure period, the right and option to extend the Term of this Lease for two (2) successive

period(s) of five (5) year(s) each, under the same terms and conditions of this Lease and commencing upon the expiration of the initial Term of this Lease or any extension thereof. Tenant shall exercise its option to extend, if at all, by written notice to the County received by the County on or before sixty (60) days prior to the expiration of the initial Term of this Lease or any extension thereof.

Failure of Tenant to duly and timely exercise its option to extend the Term of this Lease shall be deemed a waiver of Tenant's right to said option and all further options.

ARTICLE IV RENT

Section 4.01 Annual Rent.

Tenant shall pay County an annual net rent of One Dollar (\$1.00) (the "Annual Rent"), payable without notice on the Effective Date and each subsequent anniversary thereafter. Annual Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. County shall receive the rent payable hereunder free and clear of any and all impositions, liens, charges, and expense of any nature whatsoever relating to operation of the Premises, including without limitation those relating to taxes, if any, insurance, Repair, Maintenance, use, care or operation, except as specifically provided in this Lease and in the FDO Service Agreement.

Section 4.02 Additional Rent.

Any and all sums of money or charges required to be paid by Tenant under this Lease other than the Annual Rent shall be considered "Additional Rent", whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to Annual Rent.

Section 4.03 Sales, Use and Rent, Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes.

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against County. Notwithstanding the foregoing, Landlord hereby acknowledges receipt of a copy of Tenant's Form DR-14, Consumer's Certificate of Exemption, pursuant to which Tenant is exempt from the payment of Florida sales and use tax on, inter alia, real property rented. As long as such certificate, or any renewal thereof (provided that a copy of such renewal is delivered to Landlord) is in effect, Tenant shall not be required to pay sales tax on the Annual Rent or Additional Rent.

Tenant shall pay before delinquency all ad valorem and non ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises or Tenant's leasehold interest in the Premises or Tenant's Alterations and personal property located on the Premises except to the extent that Tenant and the purposes for which it is occupying the Premises are exempt pursuant to Section 196.192, Florida Statutes or any other provision of Florida law.

Section 4.04 Unpaid Fees, Holdover.

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1½ %) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double the actual fair market rental value of the Premises.

Section 4.05 Accord and Satisfaction.

In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

**ARTICLE V
CONDITION OF LEASED PREMISES, ALTERATIONS**

Section 5.01 Acceptance of Premises by Tenant.

Tenant certifies that Tenant has inspected the Premises, and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever

regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements or equipment located thereon, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises.

Section 5.02 Alterations.

Tenant shall not make any improvements, additions, modifications or alterations to the Premises (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance, which may be withheld, granted, or granted subject to conditions as determined in the County's sole and absolute discretion. Tenant shall submit detailed plans and specifications for all such Alterations to County for County's written approval prior to commencing work on same. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease.

All work done by Tenant shall be done by a licensed and insured contractor in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans, specifications and permits (if applicable). Tenant shall also require contractors to furnish satisfactory evidence of statutory Workers' Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County may reasonably require. County may require additional insurance, and/or a performance bond, in such amount as County reasonably determines to be necessary, as a condition of its consent to any Alterations.

Upon giving its approval for any work or Alterations, County shall specify whether the Alteration is to be removed by Tenant, at Tenant's sole cost and expense, upon the termination or expiration of this Lease.

Section 5.03 No Liens.

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any Alterations made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises, the Property, or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer

same to security, within 10 days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said 10 day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

ARTICLE VI CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 6.01 Occupancy of Premises.

Tenant's occupancy of the Premises is expressly contingent upon FDO's receipt of a Notice of Grant Award that is consistent with the Grant Application with a project budget period beginning on or before July 1, 2014 and which designates Tenant as principal grantee for Palm Beach County. Tenant shall not be permitted to occupy the Premises until such time as: (1) Tenant has provided FDO with a copy of a Notice of Grant Award in compliance with the requirements set forth in this section, and (2) the Director of FDO has provided Tenant with written approval to occupy.

Section 6.02 Use.

Tenant shall use and occupy the Premises solely and exclusively for the operation of a Head Start program in accordance to the regulations and requirements of the Office of Head Start and the terms and conditions of this Lease. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion.

Tenant shall seek approval of the County no later than thirty (30) days prior to any special event or activity which will impact the use of the Common Areas or the Property. The Tenant will work with the County to mitigate the impact of the Tenant's special event or activity on the County and the other entities sharing the Property to avoid disruption to program operations. The County's approval of Tenant's special event or activity shall not be unreasonably withheld.

Section 6.03 Waste or Nuisance.

Tenant 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 or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. Tenant shall be solely

responsible for the handling and disposal of hazardous waste, including obtaining appropriate disposal containers. Tenant will keep refuse in proper fireproof containers within the interior portions of the Premises until removed to the dumpster(s). Tenant will keep the access to the Premises and other contiguous areas to the Premises free and clear of obstruction. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 6.04 Governmental Regulations.

Tenant shall, at Tenant'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 Tenant or Tenant's use of the Premises and Common Areas, or the Premises generally. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

Section 6.05 Non-Discrimination.

Tenant shall assure and certify that it will comply with the Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information with respect to any activity occurring on the Premises or conducted pursuant to this Lease.

Section 6.06 Surrender of Premises.

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, if so directed by County, shall remove Tenant's personal property, removable fixtures and equipment from the Premises and shall surrender the Premises to the County in the same condition the Premises were in as of the Effective Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or personal property within the Premises shall vest in County.

Section 6.07 Hazardous Materials.

Tenant and County hereby acknowledge that County occupied the Premises for Head Start Program operations and that Tenant has inspected the Premises and to the best of both parties' knowledge there is not currently located in, on, upon, over, or under the Premises any Hazardous Materials. However, if any preexisting contamination exists, or is discovered during the term of this Lease, County shall promptly remove said substance(s) in accordance with Environmental Laws at County's sole cost and expense ("Environmental Remediation"). Tenant may temporarily discontinue program operations, or work in good faith with County

to identify a temporary location for said program during a period of Environmental Remediation.

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or the Common Areas or on any adjacent land in violation of Environmental Laws. Furthermore, Tenant shall not cause or permit the Release of Hazardous Materials upon the Premises or upon adjacent lands in violation of Environmental Laws and shall operate and occupy the Premises and utilize the Common Areas in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean 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. Release shall mean the release, storage, use, handling, discharge or disposal of Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Release of a Hazardous Material, in violation of Environmental Laws, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of the Environmental Remediation as a result of a Release of Hazardous Materials in violation of Environmental Laws upon the Premises or emanating from the Premises onto adjacent lands as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs at trial and on appeal, which may arise directly, indirectly or proximately as a result of any violation or the Release of any Hazardous Materials upon the Premises in violation of Environmental Laws. Tenant's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to eliminate or diminish any statutory or common law liability of Tenant.

In the event of any Release of Hazardous Materials upon the Premises in violation of Environmental Laws and such Release did not occur prior to the Occupancy Date and is not the result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees, but is caused by a third-party or source unconnected to the Lease, then the Environmental Remediation shall be considered a Capital Repair to be performed by County pursuant to Section 8.04 of this Lease.

Tenant acknowledges the County would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive the expiration or termination of this Lease.

ARTICLE VII COUNTY PERSONAL PROPERTY

Section 7.01 County Property.

The County Property identified on the attached Exhibit "C" shall remain at the Premises for use by Tenant during the Lease Term. Tenant's use of the County Property shall be strictly limited to uses relating to the Tenant's Head Start program in Palm Beach County. At all times the County Property shall remain the sole and exclusive property of the County, and the Tenant shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

Tenant certifies that Tenant has inspected the County Property and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the County Property including, without limitation, any relating to the physical condition of the County Property, or the suitability of the County Property for Tenant's intended use. Tenant certifies that it shall use the County Property in a safe and appropriate manner and for its intended purpose.

At the conclusion of the Term, Tenant shall return the County Property to County in good condition and repair as specified herein, normal wear and tear excepted.

The County retains the right to make a final determination as to whether a particular asset located at the Premises on the Occupancy Date is in fact County Property. Tenant shall be responsible for seeking a determination from County on any asset not specifically identified.

Section 7.02 Repair and Maintenance of County Property.

The County Property identified on the attached Exhibit "C" shall be Repaired and Maintained pursuant to the provisions of Article VIII and the FDO Service Agreement attached hereto as Exhibit "D". To the extent not specified in Article VIII or the FDO Service Agreement, the County shall have the right to determine whether the County Property shall be maintained and repaired by Tenant or County. Tenant shall be responsible for

seeking a determination from County on the Repair and Maintenance responsibilities for a County Property asset.

Tenant shall be responsible for notifying County of any Maintenance or Repairs required for County maintained County Property and shall immediately notify County of any required repair, damage, loss, or condition of County maintained County Property that may pose a security or a safety risk.

Section 7.03 Tenant Responsibility for Reimbursement.

Notwithstanding Section 7.02, Tenant shall be solely responsible for loss of or damage to County Property including loss or damage from acts of vandalism, but specifically excluding normal wear and tear: (1) if such was caused or created by the Tenant, or its agents, contractors, employees or invitees, or (2) if such results from Tenant's failure to secure the Premises. In such event, if the damage or loss is to County maintained County Property, County shall repair or replace said property and Tenant shall reimburse County for the reasonable and necessary costs and expenses. If the damage or loss is to Tenant maintained County Property, then Tenant shall repair or replace the County Property with property that meets County requirements for functionality and that is the equivalent or better than the original in terms of age, condition and value, or Tenant can compensate County for the undepreciated value of the asset as of the Effective Date of the Lease.

**ARTICLE VIII
MAINTENANCE AND OPERATING REPAIR**

Section 8.01 FDO Service Agreement.

The FDO Service Agreement, attached hereto as Exhibit "D" identifies the specific responsibilities of the County and the Tenant for the performance of, and the associated costs of Maintenance and Repairs to the Premises. However, neither party has an obligation to install, provide, or obtain a service component that is not located at the Premises on the Effective Date. In the event, and to the extent that there is a conflict between the terms contained in this Article VIII and Exhibit "D", the terms of Exhibit "D" shall prevail. The FDO Service Agreement may be amended from time to time by written agreement of the Director, Facilities Development & Operations and the Tenant's Vice President of Head Start Services.

Section 8.02 Base Building Maintenance and Repair Responsibilities.

County shall perform the primary base building/systems Repair and Maintenance required for the Premises generally including components of foundation and substructure, structural systems, exterior wall systems, roof systems, random exterior vandalism (not Head Start program related), electrical system, energy control system, base building HVAC, fixed

fire suppression infrastructure, backflow prevention, water and sewer systems, site work and infrastructure and grounds Maintenance and irrigation for the Premises as specifically described in Exhibit "D".

County shall be responsible for indoor air quality complaints related to Facility mechanical failures or related to County program operations only, and such responsibility shall be strictly limited to referral of the complaints to the County's FMD for assessment and recommendation pursuant to County policy and procedure. The results of any FSD air quality assessment, analysis or review will be deemed conclusive. County shall address the recommendations of the FSD, if any, to the extent they involve Facility mechanical failures or County program operations. All other liability and responsibility for response or remediation of indoor air quality shall be the sole and exclusive responsibility of Tenant. This includes, but is not limited to, air quality complaints or issues arising from Tenant's Head Start program operations, air quality issues arising from inspections, employee complaints regarding odors or perfumes and all other causes or complaints regarding indoor air quality.

Beginning on the Effective Date and ending on June 30, 2015, County shall perform and fund the Secondary Building Maintenance and Repair responsibilities that are specifically identified in subsection 8.03.01. The parties' intent is to allocate Maintenance and Repair responsibilities between them based on actual physical occupancy and/or use of the Property. Nevertheless, County has agreed to perform and fund those Secondary Building Maintenance and Repair obligations identified in subsection 8.03.01, during the first twelve (12) months of the Lease Agreement while the parties evaluate actual program operations and consider methodologies for the allocation of Maintenance and Repair responsibilities. The parties agree that they will commence discussions no later than March 1, 2015 to specifically allocate Maintenance and Repair responsibilities based on Property usage and occupancy. An amendment to this Lease Agreement addressing at a minimum, Sections 8.02, Section 8.03, Section 8.04 and Exhibit "D", must be executed no later than May 1, 2015 or the Lease Agreement may be terminated by County effective on July 1, 2015.

Tenant shall request Maintenance and/or Repairs through submittal of a Request for Service Form, attached hereto as Exhibit "E". Tenant will not be charged for County Base Building Maintenance and Repair Responsibilities required for the Premises if identified as a responsibility to be performed and funded by FMD on Exhibit "D" (the FDO Service Agreement), except that notwithstanding Exhibit "D", Tenant shall be responsible for reimbursing County for all costs or expenses relating to any Maintenance or Repairs to the Premises, Common Areas or Property which Tenant, or its agents, contractors, employees or invitees may cause, aside from normal wear and tear.

Section 8.03 Secondary Building Maintenance and Repair.

8.03.01 The Tenant shall be solely responsible for and shall Repair and Maintain, or fund the Repair and Maintenance of the secondary building systems and interior portions of the Premises as identified on Exhibit "D" including but not limited to ceiling systems, floor covering, interior wall and partitions, signage, building safety and regulatory systems, and all alterations or improvements currently existing or constructed hereinafter on or about the Premises, in good condition and Repair. The Tenant shall be solely responsible for the Maintenance and Repair of, or shall fund the Maintenance, Repair and the upkeep of the security, keys and intrusion alarm monitoring systems and connected equipment, non-fixed fire suppression system, painting, lighting fixtures, interior plumbing lines and fixtures, and such other items as specifically identified on Exhibit "D".

8.03.02 The Tenant shall be solely responsible for all compliance related service, Maintenance or Repair requirements, including Head Start program related requirements that may be identified in an inspection for licensure or certification. Tenant shall be responsible for funding and performing all routine custodial Maintenance or service, pest control services, exterior pressure cleaning and window washing, all Repairs or Maintenance or upkeep of furniture, Repair or Maintenance to personal property and equipment including kitchen equipment, audio/video systems, and those Repairs or Maintenance requirements that are common to the operation of any Head Start program including, but not limited to waste receptacles, spill Maintenance, cleaning air conditioning vents, cleaning of walls, floors, doors, picking up litter, disposal of waste and garbage in the designated dumpster, hazardous waste disposal and other Repairs or Maintenance customarily handled by a handyman or laborer. Tenant shall be solely responsible for the Maintenance and Repair of closed circuit television systems (CCTV); however, any Repairs or Maintenance requiring access to walls, ceilings or fixed structures, must be performed by County at Tenant's cost. Tenant shall submit a Request for Service Form attached hereto as Exhibit "E", for any Repairs or Maintenance that requires ceiling, wall or other structural access or entry. Tenant shall be solely responsible for all acts of vandalism to the interior of the Premises and to all acts of vandalism to the exterior of the Facility or Premises if such were caused or created by the Tenant, its program, invitees, employees or guests. Tenant shall comply with all development or regulatory approval conditions or requirements applicable to the Premises. Tenant shall be solely responsible for the costs of all false fire/security alarms, for all damages to the Premises or the Facility resulting from Tenant's failure to properly secure the Premises or the Facility and for all costs related to failure to comply with the terms and conditions of this Lease.

8.03.03 All Secondary Building Maintenance and Repair shall be performed on a routine basis as is reasonably required to prevent deterioration of the Premises, in a good and

workmanlike fashion, utilizing good quality materials, supplies, components and replacement parts that are of equal or better quality than the quality of those being repaired or replaced, with all reasonable efforts made to preserve the aesthetics of the building. Maintenance and Repair performed by Tenant shall be comparable to County Maintenance and Repair without a noticeable visible difference between Tenant performed Maintenance and Repair and County performed Maintenance and/or Repair and such that there shall be no impact to County or Building occupants as a result of Tenant's performance of Maintenance and Repair responsibilities, or lack thereof.

8.03.04 Network communication services at the Premises shall be provided by ISS pursuant to the terms and conditions of the Technology Service Agreement.

8.03.05 Only products approved by FMD can be utilized for the care and Maintenance of the Premises. There shall be no aerosols, cleansers, cleaning products, deodorizers or other products used at the Premises by Tenant, its invitees, employees, or contractors, without advance approval of FMD.

8.03.06 Tenant shall notify County within two (2) hours of Tenant's becoming aware of any of the following: 1) the presence of any individual on the Premises within the previous seven (7) days who has an airborne communicable disease that constitutes a public health threat, 2) any other public health threat involving the Premises, 3) bomb threat at the Premises, 4) biological threat involving the Premises, or 5) other security threat at the Premises. For each of these, Tenant shall utilize and follow County Security Processes and Procedures to ensure proper reporting and response. Tenant shall timely inform County of other security incidents or non-airborne communicable diseases that constitute a public health threat or other material public health issues relating to a program participant or employee.

8.03.07 Tenant shall complete a Palm Beach County Supervisor Incident Report Form ("Incident Form"), attached hereto as Exhibit "F" each time: 1) There is an accident, fall or injury at the Premises, there is an incident requiring a police response at the Premises, or medical attention is sought at the Premises as a result of an accident, fall, injury or incident at the Premises (collectively a "Premises Accident"); or 2) Tenant has actual knowledge that, an accident, fall or injury occurred at the Property, there was an incident requiring a police response at the Property, or medical attention was sought at the Property as a result of an accident, fall, injury or incident at the Property (collectively "Property Accidents"). In addition, Tenant shall complete the Incident Form each time Tenant has actual knowledge that medical attention was sought at a later time as a result of a Premises Accident or a Property Accident (collectively a "Medical Incident").

Tenant shall provide County with a copy of the completed Incident Form promptly, or as soon thereafter as practicable, but in no event later than twenty-four (24) hours following a Premises Accident and Tenant shall provide County with a complete Incident Form no later than twenty-four (24) hours following Tenant's actual knowledge of a Property Accident or Medical Incident.

In lieu of preparation of the Incident Form, Tenant may provide County with copies of existing Documentation prepared by Tenant for the Office of Head Start. To the extent reasonably necessary, Tenant shall immediately block-off and prevent access to the Accident area and take such other action as is required to protect the participants and invitees, preserve the Accident area in its "as-is" condition, and prevent further damage to, or deterioration of the Facility. Except as required to protect the Facility, the participants or invitees, Tenant shall not make any changes to the condition of the Accident area or perform any Repairs or Maintenance to the Accident area prior to County approval of same. County will respond to Tenant within twenty-four (24) hours of receipt of an Incident Form or other Documentation of an Accident.

8.03.08 Notwithstanding anything in this Lease to the contrary, Tenant is solely responsible for Head Start program related security, including all security requirements for the Premises, the program participants, or Tenant's employees or invitees, that arise from, out of, or that relate to, the operation of the Head Start program at the Premises.

8.03.09 County shall provide Tenant with copies of building plans and specifications ("Building Plans") as required for the Tenant to fulfill its licensing obligations pursuant to this Lease within thirty (30) days of the Tenant's occupancy of the Premises. Tenant acknowledges and agrees that the Building Plans are confidential and exempt from public disclosure pursuant to Florida Statutes §119.071(3)(a)1 and 2 and §119.071(3)(b), that the Building Plans are being provided to Tenant subject to Tenant's agreement to protect the confidential status of same and that Tenant shall use the same degree of care that Tenant would utilize for its own confidential information, but in no event less than a reasonable degree of care, to safeguard and protect the confidentiality of the Building Plans at all times. Tenant shall not duplicate, disclose or use the Building Plans for any purpose other than as set forth in this Section. At the termination of this Lease, all Building Plans shall be returned to County.

8.03.10 All building signage shall be subject to the advance approval of FDO in each instance. Tenant shall submit proposed plans designating the size, placement, style and content of the sign to FDO for approval. FDO shall respond to Tenant within seventy two (72) business hours with approval or denial. If denied, County shall provide specific recommendations to address the issue(s) resulting in denial. Tenant shall not post building

signage until same has been approved by County. County shall maintain the existing marquee or monument sign(s). Tenant's name shall not be listed on the marquis or monument sign(s).

Section 8.04 Capital Repairs.

County shall be solely responsible for the planning, performance and execution of Capital Repairs at the Premises. The County shall coordinate with the Tenant, no less than 30 days in advance of the initiation of on-site Capital Repair work (unless an Emergency Capital Repair is required) in order to minimize the impact of the Capital Repair project on the Tenant's operation.

Section 8.05 Americans with Disabilities Act ("ADA").

Tenant and County have inspected the Facility, including the existing configuration and the fixed furniture and equipment, and to the best of their knowledge and belief, the Facility is compliant with the requirements of the ADA, with or without reasonable accommodations, as of the Effective Date. County affirms that there are no pending ADA claims related to the Facility.

Beginning on the Occupancy Date, Tenant shall assume and be solely responsible for all ADA compliance requirements and shall indemnify, defend and save harmless the County from and against any and all ADA claims, suits, actions, damages and/or causes of action arising from or related to Tenant's lease of the Premises, Tenant's operation of a Head Start program at the Premises, Tenant additions, changes, deletions or modifications to the Premises, the Facility, the Common Areas, personal property, fixed furniture or equipment, or relating in any way to Tenant's failure to comply with the requirements of the ADA.

Tenant shall advise the County of any claim which alleges that the Premises are not in compliance with the requirements of the ADA within forty-eight (48) hours of receipt. Within fifteen (15) business days of receipt of the claim, the Tenant shall evaluate the conditions and present the County with a plan highlighting any modifications that the Tenant believes are the County's responsibility. Tenant shall have sole financial responsibility for the costs and expenses required to bring the Premises into compliance unless Tenant can demonstrate that such non-compliance existed and was the County's responsibility prior to the Occupancy Date. The County will review the plan in a timely manner and approval shall not be unreasonably withheld.

Tenant shall advise the County of any change in law or regulation which may impact the compliance status of the Premises within ten (10) business days of Tenant's notice of an enrolled law or approved regulation. Tenant shall present the County with a plan for bringing the Premises into compliance no later than twenty (20) business days after notice of the law

or regulation. Tenant shall have sole financial responsibility for the costs and expenses associated with bringing the Premises into compliance with any enrolled law or approved regulation. The County will review the plan in a timely manner and approval shall not be unreasonably withheld.

Tenant has the obligation to implement reasonable operating accommodations to achieve ADA compliance, but to the extent that modifications to the Premises are required, they will be considered Capital Repairs to be funded as set forth in this Section 8.05 and performed by County pursuant to Section 8.04 of this Lease.

Section 8.06 Rights of County Regarding Secondary Building Maintenance and Repair.

The County shall have the right, but not the obligation to inspect the Premises at reasonable times, upon reasonable request, to observe whether the Tenant is performing its obligations pursuant to this Lease, including without limitation, its Secondary Building Maintenance and Repair obligations pursuant to this Lease Agreement. In addition, County shall have the right to enter and inspect the Premises without notice, if the County has reason to believe that an emergency situation exists at the Premises. If, in the County's reasonable opinion, the Tenant has not performed its Secondary Building Maintenance and Repair obligations pursuant to the terms set forth in this Lease Agreement, the County shall provide written notice to the Tenant identifying the specific deficiencies, and the Tenant shall have thirty (30) days from the date of such notice during which to commence a cure to correct or remedy the deficiencies and sixty (60) days from the date of such notice within which to correct or remedy the deficiencies.

If Tenant fails to commence a cure within thirty (30) days of the notice, or fails to correct or remedy an identified deficiency within sixty (60) days of the notice, then such failure will be considered a default under this Agreement and County may proceed pursuant to Article XIV (Default) or County shall have the right, but not the obligation, to correct the deficiency on behalf of Tenant. However, County correction of an identified deficiency does not imply County agreement to continue such Repair and/or Maintenance service on an on-going basis, or to waive any other remedies under this Agreement. To compensate County for its time, effort and inconvenience associated with correcting an identified deficiency on behalf of Tenant, Tenant shall reimburse County for the costs of the corrective action at the rate of one and a half times the cost to County for contract services (including parts, labor and all contract costs), and at the rate of the actual cost to County for materials and parts, and time and a half for staff labor. Tenant will be invoiced by County and Tenant shall pay said invoice within thirty (30) days after date of invoice or be in default of this Lease Agreement.

ARTICLE IX UTILITIES

County shall be solely responsible for all costs and expenses relating to providing utility services 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 County be liable for an interruption or failure in the supply of any such utility to the Premises. Utilities shall not include telephone or network communication services.

ARTICLE X INSURANCE

Unless otherwise specified in this Lease, Tenant shall maintain, at its sole expense, in full force and effect at all times during the life of this Lease or the performance of work hereunder, beginning on or before the Occupancy Date, insurance limits, coverages or endorsements required herein. Tenant hereby agrees the requirements contained herein, as well as County's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify Tenant's liabilities and obligations under this Lease.

Section 10.01 Commercial General Liability

Tenant shall maintain: Commercial General Liability with limits of liability not less than \$1,000,000 Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal liability with a limit not less than \$100,000; and Medical Payments (when available) with a limit not less than \$5,000. Tenant shall ensure such coverage is provided on a primary basis.

Section 10.02 Business Auto Liability.

Tenant shall maintain Business Automobile Liability with limits of liability not less than \$500,000 Each Occurrence for owned, non-owned, and hired automobiles. In the event Tenant has no owned automobiles, this requirement shall be to maintain only Hired & Non-Owned Auto Liability. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Liability. Tenant shall ensure such coverage is provided on a primary basis.

Section 10.03 Workers' Compensation & Employers Liability.

Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440 Florida Statutes and applicable Federal Acts. Tenant shall ensure such coverage is provided on a primary basis.

Section 10.04 Premises Insurance.

Tenant shall maintain property insurance in an amount not less than 100% of the total replacement cost of any alterations, betterments and improvements made by or on behalf of Tenant as well as Tenant's contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form. Coverage shall be provided on a primary basis.

Section 10.05 Additional Insured Endorsement.

Tenant shall cause each liability insurance policy required to be maintained by Tenant to be endorsed to add the County as an Additional Insured on, except for Workers' Compensation and Business Auto Liability. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Tenant shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 10.06 Certificate of Insurance.

Tenant shall provide the County with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

Section 10.07 Waiver of Subrogation.

Tenant hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify its insurer and request the policy be

endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Tenant enter into such an agreement on a pre-loss basis.

Section 10.08 Premiums and Proceeds.

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision or limitation of the property, flood, or wind insurance policies. Tenant shall be responsible for all premiums, including increases, for all insurance policies required by this Lease. All property, flood or windstorm insurance proceeds as a result of a loss shall be made available for use to promptly replace, Repair or rebuild the buildings, betterments and improvements, including those made by or on behalf of Tenant, in order to ensure a replacement cost settlement and avoid policy cancellation.

Section 10.09 Deductibles, Coinsurance, & Self-Insured Retention.

Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention, including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

Section 10.10 Right to Review, Reject or Adjust Insurance.

The County's Risk Management Department shall have the right, but not the obligation, to review, reasonably adjust, reasonably reject or accept insurance policies, limits, coverages, or endorsements throughout the life of this Lease. Acceptance of insurance policies or coverage shall not be unreasonably withheld. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or by way of illegal operation. The County shall provide Tenant written notice of such action and Tenant shall agree to cure or comply with such action within thirty (30) days receipt thereof.

Section 10.11 No Representation of Coverage Adequacy.

The limits, coverages or endorsements identified herein primarily transfer risk and minimize liability for the County, and Tenant agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

Section 10.12 Insurance for Special Events and Outside Persons/Groups.

Excluding County or its affiliates, when Tenant permits or schedules the use of the Premises for a special event or outside persons/groups, Tenant shall require the special event or outside person/group to maintain Commercial General Liability, as described in Section 10.01, with limits of liability not less than \$1,000,000. Tenant shall ensure that County and

Tenant are named as Additional Insured under such policy, as described in Section 10.05. Tenant shall obtain and, when requested by the County, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

ARTICLE XI INDEMNIFICATION

Tenant shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease for any personal injury, loss of life, and/or damage to property sustained in or about the Premises, Facility or Property by reason, during, or as a result of the use and occupancy of the Premises, Facility or Property by the Tenant, its agents, employees, licensees, invitees and any subtenant, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and reasonable attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Lease without Tenant's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Lease.

ARTICLE XII DESTRUCTION OF PREMISES

In the event the 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 then the County, shall, at its sole option, commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion, or alternatively, County shall have the right, at its option not to restore the Premises but to terminate this Lease and to retain all insurance proceeds payable on account of said casualty as County's sole property. In the event that County elects to terminate this Lease, the parties shall be relieved of all further obligations hereunder arising after the date of such termination. The termination herein mentioned shall be evidenced in writing.

ARTICLE XIII ASSIGNMENT AND SUBLETTING

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of County, which may be granted or withheld at County's sole and absolute discretion. Any assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE XIV DEFAULT

Section 14.01 Default by Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) Tenant's failure to commence Head Start program operations at the Premises on or before July 1, 2014; (iii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after written notice from County; (iv) Tenant's vacating the Premises for a period of thirty (30) days or abandoning same; (v) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding; (vi) Change in the Tenant's corporate status to for-profit status; or (vii) Termination of the Grant or change in the Tenant's Grant status from a principal grantee to a delegate agency grantee.

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue such remedies as may be available to County under the law, including, without limitation, the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by Tenant, in which event 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 the three (3) day period and the County is so notified, this Lease will continue.

If Tenant's Grant status is changed from principal grantee for Head Start operations in Palm Beach County to a delegate agency grantee, then County intends to commence negotiations with the replacement principal grantee for occupancy of the Premises. Tenant

may be permitted to continue Head Start operations at the Premises as set forth in this Lease pending negotiations with the new principal grantee, and thereafter County shall provide Tenant with notice of termination as set forth above. This provision is in no way intended to effectuate a waiver of any rights or remedies available to County if an Event of Default occurs.

Section 14.02 Default by County.

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

**ARTICLE XV
EARLY TERMINATION/ANNUAL APPROPRIATIONS**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners, provided however, that an Early Termination pursuant to this Article shall be subject to the notice provision set forth in Article XVI.

**ARTICLE XVI
EARLY TERMINATION**

Notwithstanding anything herein to the contrary, County shall have the right to terminate this Agreement, for any reason, upon the expiration of at least one hundred eighty (180) days notice prior to the end of the Tenant's then-current Grant Year.

County shall have the right to terminate this Agreement, immediately by written notice to Tenant if: (1) Tenant has not received a Notice of Grant Award as a result of Tenant's Grant Application on or before July 1, 2014; or (2) upon notice to Tenant from the Office of Head Start that the Grant Application project budget will not be funded on or before July 1, 2014; or (3) upon notice from the Office of Head Start that the Grant Application is not approved.

Tenant shall have the right to terminate this Agreement, for any reason, upon the expiration of at least ninety (90) days prior written notice to County, provided however that

Tenant's duties and obligations pursuant to this Lease, including, but not limited to, Tenant's Maintenance and Repair obligations, shall continue until the termination of the Lease.

ARTICLE XVII QUIET ENJOYMENT

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

ARTICLE XVIII MISCELLANEOUS

Section 18.01 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions and understandings between County and Tenant 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 County or Tenant unless reduced to writing and signed by County and Tenant.

Section 18.02 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), 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 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 County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

With a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

(b) If to the Tenant at:

Lutheran Services Florida, Inc.
3627A West Waters Avenue
Tampa, Florida 33614

With a copy to:

Lynn W. Stone, MBA
QA Compliance and Contracts Manager
Lutheran Services Florida-Head Start Program
2210 Tall Pines Dr., Suite 210
Largo, FL 33771

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

Section 18.03 Disclosure of Beneficial Interests.

Tenant represents that simultaneously with Tenant's execution of this Lease, Tenant has executed and delivered to County, the Tenant's Disclosure of Beneficial Interests attached hereto as Exhibit "G", attached hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 18.02 of this Lease.

Section 18.04 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of 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 18.05 Broker's Commission.

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

Section 18.06 Recording.

Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of County, which may be granted or withheld at County's sole discretion.

Section 18.07 Waiver of Jury Trial.

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

Section 18.08 Governing Law and Venue.

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

Section 18.09 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 18.10 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 18.11 Waiver, Accord and Satisfaction.

The waiver by County 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 County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

Section 18.12 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 18.13 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 affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 18.14 Incorporation by Reference.

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

Section 18.15 Survival.

Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

Section 18.16 No Third Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of County or employees of County or Tenant.

Section 18.17 Office of the Inspector General.

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

Section 18.18 Effective Date of Lease.

This Lease shall be effective upon execution by all parties and is expressly contingent upon approval by the Board ("Effective Date").

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the day and year first above written.

WITNESSES:

LUTHERAN SERVICES FLORIDA, INC.,
a not-for-profit corporation

Heidi Greenslade
Witness Signature

Heidi Greenslade
Witness Name Printed

Gary W. Johnson
Witness Signature

Gary W. Johnson
Witness Name Printed

By: [Signature]
Louis Finney, Jr., Vice President

(SEAL) (corporation not for profit)



ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Assistant County Attorney

By: [Signature] 4
Director, Facilities Development
& Operations

SCHEDULE OF EXHIBITS

| | | |
|---------|-----|---|
| EXHIBIT | "A" | PROPERTY SKETCH |
| EXHIBIT | "B" | PREMISES SKETCH |
| EXHIBIT | "C" | COUNTY PROPERTY |
| EXHIBIT | "D" | FDO SERVICE AGREEMENT |
| EXHIBIT | "E" | REQUEST FOR SERVICE FORM |
| EXHIBIT | "F" | PALM BEACH COUNTY SUPERVISOR INCIDENT FORM |
| EXHIBIT | "G" | TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS |

Schedule of Exhibits
Lutheran Services Florida, Inc.
3691 Oswego Avenue, West Palm Beach

WESTGATE
3691 Oswego Avenue
Westgate, FL

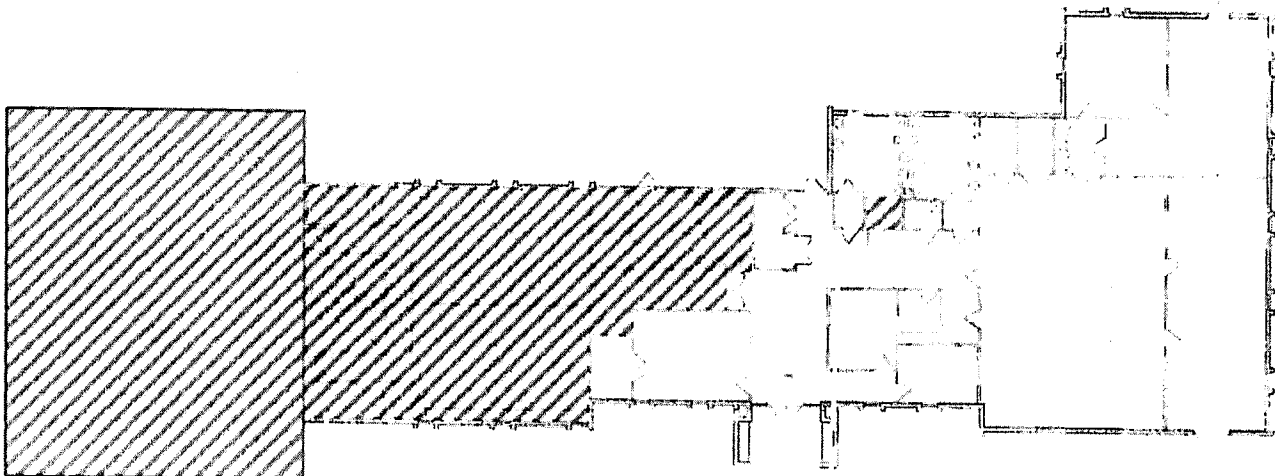
EXHIBIT "A"
Property Map



WESTGATE
3691 Oswego Avenue
Westgate, FL

EXHIBIT "B"
Premises Map

The Premises is located at 3691 Oswego Avenue, Westgate and consists of approximately 2,734.50 square feet in the Headstart/Parks building located on the Property and in those unimproved abutting areas as depicted below.




 = PREMISES

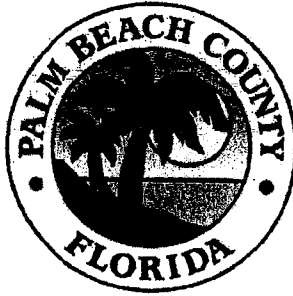


EXHIBIT "C"
COUNTY PROPERTY

WESTGATE

Maintained pursuant to the FDO Service Agreement

- 1) Fire alarm system
- 2) Intrusion alarm system
- 3) All window treatments or blinds
- 4) All fixtures and all fixed personal property including all items affixed, bolted, installed or otherwise attached to the Premises
- 5) CCTV system and equipment
- 6) Telephone systems and equipment



Service Agreement

*Including Part A: User's Guide and
Part B: Component Descriptions*


**Facilities Development & Operations Department
Audrey Wolf, Director**

| |
|--|
| <p>Facilities Development & Operations Department</p> <p>Facility Management Division Division Director Garth Josephs</p> <p>Electronic Services & Security Division Division Director Nancy Albert</p> |
|--|

| |
|--|
| <p>Facility Regions</p> <p><input type="checkbox"/> Central <input type="checkbox"/> North <input type="checkbox"/> South <input type="checkbox"/> West</p> <p><input type="checkbox"/> Governmental Center <input type="checkbox"/> Criminal Justice Complex</p> |
|--|

Providing services in agreement with:

LUTHERAN SERVICES FLORIDA, INC.

By: 
Signature

Linda Fiam 4/21/14
Printed Name Date

PART A: USER'S GUIDE

I. Parties

1) Lutheran Services Florida, Inc.

- a) "LSF" shall mean Lutheran Services Florida, Inc.
- b) "LSF Manager" shall mean the person employed by LSF that is primarily in charge of the day to day operation of Jupiter Head Start operations.
- c) "LSF Representative(s)" shall mean an employee or employees of LSF that will be responsible for administering, managing or performing some or all of the duties pursuant to this Service Agreement and may be the LSF Manager.
- d) "Vice President" shall mean the Vice-President of LSF for Head Start/Early Head Start.

2) Palm Beach County

- a) "County Support Group Representative" shall mean a representative of FMD, ESS or another County department requiring access to the Premises.
- b) "ESS" shall mean the County's Electronic Systems Services Division.
- c) "FDO" shall mean the Facilities Development & Operations Department.
- d) "FDO Director" shall mean the Director of FDO.
- e) "FMD" shall mean the Facilities Management Division of FDO.
- f) "FMD Manager" shall mean the FMD Northern Regional Manager.
- g) "FMD Supervisor" shall mean the FMD Northern Regional Supervisor.
- h) "FMD TCC" shall mean the FMD Northern Regional Trades Crew Chief.

II. General Terms:

- 1. Any areas not clearly specified in the Lease Agreement or on the checklists herein are to be addressed through communications between the LSF Manager and the FMD Director and then submitted to the LSF Vice President and the FDO Director in written form as an amendment to this Service Agreement. The changes will be executed as an amendment to this Service Agreement prior to enacting such changes.
- 2) **LSF shall:**
 - a) Maintain the secondary building systems and interior portions of the Premises as noted in this Service Agreement. The repairs, maintenance, the frequency of maintenance and the products used shall be of quality and quantity acceptable to the FMD. LSF shall provide the FMD TCC with a

maintenance log/report by the 5th of the following month summarizing the preventative and corrective maintenance performed.

- b) Be fully responsible for the operation, safety and security of the Premises, and Head Start participants, invitees and guests.
- c) Be responsible for the cost of, and the performance of, maintaining, cleaning, repairing and replacing any floor coverings including carpet, or vinyl pursuant to the direction of the FMD TCC and/or the FMD Supervisor.
- d) Provide any County Support Group Representative requiring access to the Premises with either; 1) escorted access, or 2) unescorted access to all areas of the Premises pursuant to the Head Start program's established access procedures for purposes of review and inspection of the building and systems. LSF shall not use its access procedures to limit or restrict County access to any part of the Premises, either with or without LSF escort at any time.
- e) Not make any improvements, additions, modifications or alterations to the structural components of the Premises or the base building components of the facility including fixed personal property or improvements without the written approval of the FDO Director. Additionally, LSF will notify the FMD TCC and the FMD Supervisor (as early as possible) prior to undertaking any repairs that exceed \$5,000 to ensure coordination and agreement with the proposed repair.
- f) Identify the LSF Representative with authority to; (1) issue a Request for Service Form and a Request for Project Assignment Form to authorize work by a County Support Group Representative, and (2) approve and sign the Budget Availability Statement.
- g) Immediately forward copies of property damage and accident reports to the FMD Supervisor.
- h) Immediately forward copies of incident reports for all injury claims (including staff) to the FMD Supervisor to enable investigation and remediation.
- i) Notify the FMD Supervisor of any possible health, safety, and security hazards that may exist within any area of the Facility, so proper protection and safeguards can be used for County property and for invitees, employees and guests. This does not include notification of false fire alarms as long as LSF establishes procedures for responding to such alarms that includes notification of ESS staff via FDO-ESS-SUPPORT@pbccgov.org (ESS staff monitors all alarms). Any costs associated with false alarm responses are the responsibility of LSF.
- j) Immediately notify the FMD TCC and/or the FMD Supervisor of any notice of code violation received by LSF. A copy of the written violation notice shall be forwarded to the FMD TCC and/or the FMD Supervisor within 24 hours of receipt.

- k) Immediately notify the FMD Supervisor of any discharge, release or spill of a hazardous or regulated material.
- l) Be solely responsible for licensing, compliance review and inspections of premises for operational permits. FDO will provide LSF with the conditions of any development permits that apply to the Facility.
- m) Ensure, through a check in and check out procedure, that all vendors and contractors leave the building in good operating order with no variations to systems or components.
- n) Submit the Material Safety Data Sheets (MSDS) for all maintenance products to the FMD TCC and/or FMD Supervisor for approval. Submit the product literature on all routinely used parts to the FMD TCC and or FMD Supervisor for approval (ie: air filters).
- o) Provide County with a contact information sheet with the names, titles, telephone numbers and email addresses of the LSF Representatives that should be contacted in regards to performance or administration of this Service Agreement, within ten (10) business days of execution of same. Said contact information sheet must contain a minimum of two emergency contact names and telephone numbers for after-hours and emergency contact.

3. **FMD shall:**

- a) Designate the FMD TCC and/or the FMD Supervisor as the primary points of contact on maintenance issues.
- b) Conduct a scheduled on-site building maintenance audit at regular intervals to confirm that the maintenance is being undertaken in the manner consistent with the County's maintenance standards. The FMD TCC and/or the FMD Supervisor shall contact the LSF Representative in advance to schedule such inspections. Such inspections will be performed routinely and not less than quarterly. The formal site, building and systems inspection reports will be issued by the FMD TCC and/or the FMD Supervisor through the FMD Manager to the FDO Director and the LSF Manager by the 20th of the following month.
- c) Review and approve all maintenance products used at the Premises in a timely manner. In the event that products are not approved, the FMD TCC and/or the FMD Supervisor shall proposed similar products which are acceptable to the County.
- d) Act as the liaison between LSF and FDO and as the project coordinator on all alternations, additions and modifications requiring written approval of the FDO Director pursuant to Section 2(e) above.
- e) Provide supplemental maintenance services by FMD employees or contract personnel on a task basis at an hourly rate, when requested by LSF.

- f) Provide project maintenance services by FDO employees on a task basis at an hourly rate, when requested by LSF.
 - g) Provide permitting and regulatory compliance assistance by FDO employees on a task basis at an hourly rate, when requested by LSF.
 - h) Provide the LSF Manager with a contact information sheet contained the names, titles, telephone numbers and email addresses of all FMD contacts cited in this Service Agreement, along with an emergency contact telephone number and a copy of all FMD forms cited herein within ten (10) business days of execution of this Service Agreement.
- 4) **ESS shall:**
- a) Designate the email address of FDO-ESS-SUPPORT@pbccgov.org as the primary single point contact for electronic systems and services issues.
 - a) Conduct code required FACP inspections. The ESS Life Safety Manager shall notify the LSF Representative in advance to schedule such inspections. Such inspections will be performed as required by code.
 - b) Perform a 100% system test on fire alarm, audio, distributed TV, CCTV, card access and security systems prior to Occupancy and turn over all systems to LSF in good working condition.
 - c) Review and approve the key architecture for the Premises. No modifications to the key architecture shall be made by LSF without approval of ESS. This applies to significant changes like the type of key way or locking devices that might be employed (ie: addition of electronic or intelligent key systems) or any change which changes the degree of access to categories of personnel, public, or Facility users.
 - (e) Review and approve any requested additions or changes to existing CCTV, CATV/SATV and card access system. No modification of these systems shall be made by LSF without approval of ESS.
 - (f) Provide the LSF Manager with a contact information sheet contained the names, titles, telephone numbers and email address of all ESS contacts cited in this Service Agreement, along with an emergency contact telephone number and a copy of all ESS forms cited herein within ten (10) business days of execution of this Service Agreement.

SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

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|--|----------------|
| Facilities Development & Operations = FDO THROUGH | |
| Electronic Systems and Services | (Code = ESS |
| Facilities Development & Operations | Code = FDO |
| Facilities Management Division | Code = FMD |
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| Information Systems Services (ISS) | Code = ISS |

(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

INFRASTRUCTURE DESCRIPTIONS

1. Site work:
- Curbing

Fencing

Parking Lots (FMD at Riviera Beach site only - Parks Dept. at other sites)

Security, tolls, traffic control

Roads

Walks

Water retention (FMD at Riviera Beach site only - Parks Dept. at other sites)
2. Site Improvements:
- Furniture: (as provided with building design)

benches, picnic tables, bike racks, waste receptors

Signage, (base building signs)

interior

exterior

Marquee or monument signs 1

Playground Equipment (if any)(as provided at Effective Date)

playground equipment

maintenance, safety inspections

daily safety inspections & operations

Lighting (FMD at Riviera site only, Parks at other sites)

parking lots

exterior building lighting (Not including program compliance issues)
3. Structures:
- Bridges

Culverts

Retaining Walls, stairs

Tunnels
4. Utilities:
- Central Energy Plants

Chilled Water Distribution

Compressed Air (HVAC Systems only)

Distilled Water (if provided)

Domestic Water

Electrical Distribution

Energy monitoring & Control

Fire Protection

Irrigation (Rivieria Beach site only - Parks at other sites)

Sanitary Sewage , mains, piping

Storm Drainage, system piping

Cleaning of grilles, catch basins, debris clean up

Waste Water

Distribution (building to tank or pump)

Collection (holding tanks or septic systems)

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|---|
| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate) |
| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

| MAINTAINED BY | | OTHERS | | COST COVERED BY | |
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(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)
Pumping Station(s)
Treatment, (grease traps)
Backflow Prevention (refer to Safety & Regulatory)

| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate) |
|---|
| <u>Building Type: Owned & Shared Facilities</u> |
| The listed services do not apply to every facility. |
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| Early Head Start Facilities |

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| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate |
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| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

(See Service Agreement User Guide for Explanation)

(Footnoted references are found on Sheet 2)

I. BUILDING - PRIMARY SYSTEMS:

1. Foundations & Substructures:

- Footings
- Foundation Walls
- Grade Beams
- Insulation
- Slab on Grade
- Vapor Barriers
- Waterproofing & Under Drain

2. Structural System:

- Floor System
- Roof System
- Platforms, Stairs & Walkways
- Pre-engineer Bldg (non-permanent, sheds, portables, etc.)
- Structural Framing System

3. Exterior Wall System:

- Chimneys & Exhaust Stacks
- Entrances
- Exterior Doors, Frames & Hardware
- Exterior Walls
- Exterior Windows
- Finishes

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SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

**Facilities Development & Operations = FDO
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(See Service Agreement User Guide for Explanation)

(Footnoted references are found on Sheet 2)

II. BUILDING - SECONDARY SYSTEMS:

4. Roof Systems:

Flashing, expansion joints, & Gravel Stops
Gutters & Downspouts
Insulation
Roof Hatches & Smoke Hatches
Skylights
Roofing

5. Ceiling System:

Directly Applied Systems
Exposed Structural Systems
Suspended Systems

6. Floor Covering System:

Floor Finishes (non-janitorial), vinyl, tile

7. Interior Wall & Partition System (non-modular)

- Hardware
- Interior Doors & Frames
- Interior Walls/Finishes
- Moveable Walls (on tracks)
- Interior Windows, (basic to building design)
- Building/ Interior Room Numbering (per County Policy)
- Toilet Partitions

Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate)

Building Type: Owned & Shared Facilities

The listed services do not apply to every facility.

Head Start Facilities

Early Head Start Facilities

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(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

- Overhead Service
12. Building Electrical Lighting:

Lighting Fixtures

Lighting related to workstations or task lighting

Exit Lights

Safety Switches

Wiring
13. Building Safety & Regulatory Systems

Fire Extinguishing & Suppression*(only at Riviera Beach)

Fire Extinguishers (for building only)

Inspection

Maintenance

Fire Sprinklers, pumps, piping

Fire Alarm System

Egress design (travel distance, exits, etc.)

Emergency Lighting

Emergency/ Standby Power - Generators

Program/Equipment Certifications

Program/Equipment Accreditations

Program/Equipment Licenses

Program Compliance 2

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| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate |
| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

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(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

COMMUNICATIONS EQUIPMENT/SYSTEMS
CUSTOMER OPERATIONS SPECIALTIES

- Telephone Services & Systems
- Telephone Equipment
- Fire Detection/Alarm Services
- Projection Screens
- Audio Systems (example; PA, Intercom, Sound, Recording)
Maintenance
Equipment related to Program Operations
- Electronic Access Systems (example; card reader access)
Equipment related to Program Operations
Maintenance
- Closed Circuit Television Systems (CCTV) 3
Equipment related to Program Operations
Maintenance
- Security / Intrusion Alarm Systems
Equipment related to Program Operations
Maintenance
- Fiber Optic Detection Systems
- Computer Com. Networks, Desktop PC's, LAN, WAN
- CATV/SATV (Cable TV/Satellite Dishes)

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| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
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| Early Head Start Facilities |

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(See Service Agreement User Guide for Explanation)

(Footnoted references are found on Sheet 2)

SAFETY, REGULATORY, COMPLIANCE:

- 1. Code Compliance (equipment in customer program)
- 2. Kitchen Equipment licensing, inspections
- 3. Food Services - licensing & inspections
- 4. Health Inspections, cleanliness, contamination control
- 5. Disabled Accessibility/Audit and Facilities Structure at Effective Date. 4
(See Agreement for specifics.)

- Parking
- Site Accessible Routes
- Room and Spaces
- Toilet Rooms and Bathrooms
- Special Features
 - Signage
 - Alarms
 - Detectable Warnings

- 6. Disabled Accessibility/Program Operation and Features after Effective Date 5
(See Agreement for specifics.)

- Program equipment, furniture, features and processes
- Special Types of Facilities (Playground)

- 7. OSHA Inspections and Related Protocols

- Confined Spaces
- Ergonomics
 - Program equipment of processes
 - Building issues related to maintenance
- Excavations and Trenching
 - Program Operations
 - Building Maintenance
- Hazardous Waste Handling (Right to Know)
 - Disposal/Use related to Program Operations
 - Disposal/Use related to Maintenance
- Indoor Air Quality - Complaints related to:
 - Program Installed, products used, practices 6
 - Building Mechanical Failures 7
- Respiratory Protection
 - Related to programs
 - Related to building programs
- Signage ADA
- Disease Protection
 - Notification of personnel 8
 - As related to Maintenance
- Fire Marshall Inspections (Combined)
- Fire Alarm
- Fire Detection (NFPA Regs)
 - Operations

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| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate) |
| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
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| Early Head Start Facilities |

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SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

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(See Service Agreement User Guide for Explanation)

(Footnoted references are found on Sheet 2)

Maintenance

Notification of Bomb Threats 9

Notification of Biological Threats 10

EPA/FDEP Regulatory Programs

Air Quality (Emissions & Pollution)

Hazardous Materials/Waste (PROGRAM-BLDG)

Bio Waste

Hazardous Waste

Disposal/Use related to Program

Disposal/Use related to Maintenance

Waste Transportation

Program Operations

Maintenance Programs

Waste Emergency Response

Program Operations

Maintenance Programs

Building Storage

Solid Waste Collection and Disposal

Recycling

Program Operations

Maintenance Programs

Water Quality/Discharge (Pollution Control)

Related to programs

Related to Maintenance programs

Backflow Prevention

Containment

Isolation

Cross Connection Control

8. Municipal/Local Government

Compliance with approval conditions 11

Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate)

Building Type: Owned & Shared Facilities

The listed services do not apply to every facility.

Head Start Facilities

Early Head Start Facilities

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OCCUPANCY, PROGRAM SUPPORT SERVICE

1. Utilities Services costs
- Electrical Consumption
- Water consumption
- Sewer & Waste Water discharges services
2. Operations and Program occupancy
- Furniture procurement, setup, moving & repair
- Event & Equipment setup, removal, cleanup & repair
- Program customer setup, coordination, traffic control
3. Custodial
4. Floor mats. Walk off mats, ergonomic mats
5. Window cleaning
6. Landscaping (FMD at Riviera site only. Other site = Parks)
7. Pest Control
8. Security
- Vandalism
- Random, external damage to Facility
- Caused or created by program or participants
- Damage to interior of Premises, Equipment, furniture, etc. 12
- Program Security Requirements 13
9. Keys
- Maintenance (Locks, keys, hardware)
- Modifications (Lost keys, Lock Changes, Upgrades)
10. After Hours / special response work 14
- Emergency Support - Emergency Capital Repair or Accident
- Special Events 15
- Renewal acts of God funding

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| Building Type: Owned & Shared Facilities |
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| Facilities Development & Operations | Code = FDO |
| Facilities Management Division | Code = FMD |
| Parks and Recreation Department | (Code = Parks |
| Information Systems Services (ISS) | Code = ISS |

(See Service Agreement User Guide for Explanation)

(Footnoted references are found on Sheet 2)

OPERATIONS/LOGISTICS:

- 1. Work Space (See users guide)
- 2. Program Access
- 3. Program related Parking
- 4. Ship to location
- 5. Procurement (How & Who - Purchase of materials)
- 6. Operations (On-site staff and contact for coordination)

| |
|---|
| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate) |
| Building Type: Owned & Shared Facilities |
| The listed services do not apply to every facility. |
| Head Start Facilities |
| Early Head Start Facilities |

| MAINTAINED BY | | OTHERS | | COST COVERED BY | |
|---------------|-----|--------|--|-----------------|-----|
| FMD | | | | | LSF |
| | LSF | | | | LSF |
| | LSF | | | | LSF |
| FMD | | | | | LSF |
| FMD | | | | | LSF |
| | LSF | | | | LSF |

SERVICE AGREEMENT PART B: COMPONENT DESCRIPTIONS

| Facilities Development & Operations = FDO THROUGH | |
|--|----------------|
| Electronic Systems and Services | (Code = ESS |
| Facilities Development & Operations | Code = FDO |
| Facilities Management Division | Code = FMD |
| Parks and Recreation Department | (Code = Parks |
| Information Systems Services (ISS) | Code = ISS |

| Lutheran Services Florida (Jupiter, *Riviera Beach, Westgate) | |
|---|--|
| Building Type: Owned & Shared Facilities | |
| The listed services do not apply to every facility. | |
| Head Start Facilities | |
| Early Head Start Facilities | |

(See Service Agreement User Guide for Explanation)
(Footnoted references are found on Sheet 2)

CUSTOMER OPERATIONS - SPECIALTIES
PROGRAM EQUIPMENT & SYSTEMS:

- 1. Kitchen Equipment
- 2. Laundry Equipment
 - Replacement
 - Additives Soaps, dispensers
- 3. Waste Handling
- 4. Building/Customer Program Interior Signage
 - Repair
 - Add, Alter Modification
- 5. Mobile Small Equipment
- 6. Window Coverings - added by LSF
- 7. Furniture Repair replace and moving

| MAINTAINED BY | | OTHERS | | COST COVERED BY | |
|---------------|-----|--------|--|-----------------|-----|
| | LSF | | | | LSF |
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Notes:

INFRASTRUCTURE DESCRIPTIONS:

- 1 **Site Improvements - Marquee or Monument Signs:** County shall maintain all marquee and monument signs without specific reference to LSF.
- 2 **Building Safety & Regulatory System - Program Compliance:** LSF will be solely responsible for all program compliance related issues, such as those arising from inspections for licensure or certification

COMMUNICATIONS EQUIPMENT/SYSTEMS/CUSTOMER OPERATIONS SPECIALTIES:

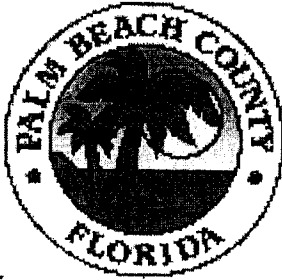
- 3 **Closed Circuit Television System (CCTV):** Closed Circuit TV shall be maintained by LSF. However LSF is not permitted to access the roof, walls or any structural components of the facility in order to maintain such, but shall submit a Request for Service to FMD for assistance.

SAFETY, REGULATORY, COMPLIANCE:

- 4 **Disabled Accessibility/Audit and Facilities Structure at Effective Date:** See Lease Section 8.05 on ADA responsibilities.
- 5 **Disabled Accessibility/Program Operation and Features after Effective Date:** LSF is solely responsible for all ADA compliance arising from Program Operations, including, but not limited to, adding, changing, or modifying configuration of furniture or equipment after Occupancy Date. See Lease Section 8.05 for further information.
- 6 **OSHA Inspections - Indoor Air Quality (Complaints related to Program Installed, Products Used, Practices):** Only products pre-approved by FMD can be utilized at the shared facilities. No aerosols, cleaners, deodorizers, etc. without prior FMD approval. LSF is solely responsible for remediation of air quality complaints arising from LSF custodial services, LSF maintenance or operations.
- 7 **OSHA Inspections - Indoor Air Quality (Complaints related to Building Mechanical Failures):** Air quality related to building mechanical issues will be handled pursuant to County policy. This will be the sole recourse to address indoor air quality complaints.
- 8 **OSHA Inspections - Disease Protection (Notification of Personnel):** LSF must notify County within two (2) hours of LSF's knowledge of any of the following: (1) the presence of any individual on the Premises within the past seven (7) days who has an airborne communicable disease that poses a public health threat; (2) any other public health threat; (3) bomb threat at the Premises; biological threat at the Premises; or (4) other security threat at the Premises.
- 9 **OSHA Inspections - Notification of Bomb Threats:** LSF must notify County of any bomb threat by following County security protocols to ensure safety of all building occupants.
- 10 **OSHA Inspections - Notification of Biological Threats:** LSF must notify County of any biological threat by following County security protocols to ensure safety of all building occupants.
- 11 **Municipal/Local Government - Compliance with approval conditions:** LSF will comply with any conditions imposed by a municipality or governing entity pertaining to the use or operation of the facility.

OCCUPANCY, PROGRAM SUPPORT SERVICE:

- 12 **Security - Damage to Interior of Premises, Equipment, Furniture, etc:** Damage to the interior of the Premises, equipment, furniture, or other program components shall be the responsibility of LSF.
- 13 **Security - Program Security Requirements:** LSF is solely responsible for the security and safety of its program participants, employees, contractors and invitees as well as all personal property or equipment at the Premises.
- 14 **After Hours/Special Response Work:** LSF will reimburse County for any after-hours or special response services at the same rate paid by County.
- 15 **After Hours/Special Response Work - Special Events:** Any activities taking place on the outside of the Facility must be approved through FDO to avoid interference with other users.



REQUEST FOR SERVICE

Request # _____

PALM BEACH COUNTY FACILITIES DEVELOPMENT & OPERATIONS FACILITIES MANAGEMENT DIVISION

Requesting Dept./Division/Office_____
Advantage Account_____
Authorized Signature (Division Director or above)_____
Date

SERVICE REQUESTED:

Building: _____ Room# _____ Address: _____

Name of Contact Person_____
Telephone (required)_____
Date Service is RequiredNOTE: Check ☐ If Request for ESTIMATE of cost ONLY (Attach sketches, specs, etc.)

FOR FACILITIES MANAGEMENT USE ONLY

Type _____
Bldg _____
Zone _____
Craft _____
Labor _____
Mat'l _____
Priority _____
Acct Code _____

Comments: _____

Manager Approval _____

Date _____

Work Order # _____

Input Personnel _____

Date _____

White & Yellow Copies: Facilities Management

Pink Copy: Requesting Dept.

COUNTY FORM 023

EXHIBIT "F"



Palm Beach County Supervisor Incident Report

Occupational Health Clinic: 561-233-5450

For serious injuries or illnesses contact the
Emergency Operations Center: 561-233-3500

Please type print clearly. This form must be filled out by the Immediate Supervisor for work related injuries or illnesses only

EMPLOYEE INFORMATION

Name: _____ Job Title: _____
Department/Division: _____ Immediate Supervisor: _____
Station and/or Shift: _____ Immediate Supervisor's telephone number: _____

INCIDENT DETAIL

Date of Incident: _____ Time: _____ AM/PM Date incident reported to Immediate Supervisor: _____

Incident Location: _____

Briefly describe how the incident occurred: _____

Describe injury / illness & state part of body affected: _____

Did the employee seek medical treatment ☐ Yes ☐ No
If yes, what type/where? ☐ First Aid ☐ Occupational Health Clinic ☐ Other, please specify _____

INVESTIGATIVE DETAIL

WITNESSES:

1. _____ NAME _____ TELEPHONE NUMBER _____
2. _____ NAME _____ TELEPHONE NUMBER _____

Action needed to prevent recurrence _____

Was the employee using the appropriate personal protective equipment? ☒ Yes ☐ No ☐ Not Applicable

Was the employee following appropriate safety procedures? ☐ Yes ☐ No ☐ Not Applicable

Signed _____ IMMEDIATE SUPERVISOR Date _____

Department/Division Head Review: _____

Signed _____ DEPARTMENT/DIVISION HEAD Date _____

EMPLOYEE SIGNATURE: _____ Date _____

Please separate and distribute copies as follows:

White: Personnel Green: Loss Control Canary: Department Pink: Clinic Goldenrod: - Employee

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Louis
Finney, hereinafter referred to as "Affiant", who being by me first duly sworn, under
oath, deposes and states as follows:

1. Affiant is the Vice President, of Head Start/Early Head Start of Lutheran
Services Florida, Inc., (Head Start) a Florida not for profit corporation, (the "Tenant")
which entity is the lessee of the real property legally described on the attached
Exhibit "A" (the "Property").

2. Affiant's address is: 2210 Tall Pines Drive, Suite 220, Largo, FL 33771.

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete
listing of the names and addresses of every person or entity having a five percent (5%) or
greater beneficial interest in the Tenant and the percentage interest of each such person or
entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and
complete, and will be relied upon by Palm Beach County relating to its lease of the
Property.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant

Print Affiant Name: Louis Finney

The foregoing instrument was sworn to, subscribed and acknowledged before me this
19th day of March, 2014, by Louis Finney [X] who is
personally known to me or [] who has produced _____ as
identification and who did take an oath.

[Signature]
Notary Public
JoAnne Ratliff
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____



Exhibit "A"
To
Exhibit "G"

3691 Oswego Avenue
Westgate, FL

Legal Description

Lots 1 through 12, inclusive, Block 39, West Gate Estates (Northern Section) according to the Plat recorded in Plat Book 8, page 38, as recorded in the Public Records of Palm Beach County, Florida; said land situate, lying and being in Palm Beach County, Florida.

And

Tract A, Zimmerman's Re-Plat of Part of Blocks 39, 49, 59 and 66, West Gate Estates, according to the Plat recorded in Plat Book 15, page 65, as recorded in the Public Records of Palm Beach County, Florida; said land situate, lying and being in Palm Beach County, Florida.

PCN: 00-43-43-30-03-039-0010

Exhibit "B"

To

Exhibit "G"

SCHEDULE TO BENEFICIAL

Tenant is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Tenant must identify individual owners. If, by way of example, Tenant is wholly or partially owned by another entity, such as a corporation, Tenant must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME

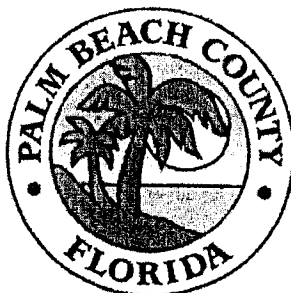
ADDRESS

PERCENTAGE

OF INTEREST

None. Lutheran Service Florida, Inc is a 501(c)(3) organization. There are no individuals or entities that have a beneficial interest in its assets.

[illegible]



Service Agreement

*Including Part A: User's Guide and
Part B: Component Descriptions*

Facilities Development & Operations Department
Audrey Wolf, Director

| |
|--|
| <p>Facilities Development & Operations Department</p> <p>Facility Management Division Division Director Garth Josephs</p> <p>Electronic Services & Security Division Division Director Nancy Albert</p> |
|--|

| |
|---|
| <p>Facility Regions</p> <p><input type="checkbox"/> Central <input type="checkbox"/> North <input type="checkbox"/> South <input type="checkbox"/> West <input type="checkbox"/> Governmental Center <input type="checkbox"/> Criminal Justice Complex</p> |
|---|

Providing services in agreement with:

LUTHERAN SERVICES FLORIDA, INC.

**FACILITIES MANAGEMENT
DIVISION**

By: _____

Signature

[Handwritten Signature]

Louis Finney

Printed Name

Date

1/4/22/14

By: _____

Signature

Printed Name

Date

RESOLUTION NO. 20__

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

WHEREAS, Lutheran Services Florida, Inc. a Florida not-for-profit corporation ("LSF") has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County lease certain real property owned by Palm Beach County to LSF for use by LSF for Head Start and/or Early Start services to promote the school readiness of low income children by enhancing their cognitive, social and emotional functioning and to provide early, intensive and comprehensive child development services and family support services for low-income families; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use 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. Recitals

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

Section 2. Authorization to Lease Real Property

The Board of County Commissioners of Palm Beach County shall lease to LSF, pursuant to the Lease attached hereto and incorporated herein by reference, for a term of five (5) years and an annual rental of One Dollar (\$1.00), the real property identified in the Lease for the use identified above.

Section 3. Conflict with Federal or State Law or County Charter

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. 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 Priscilla A. Taylor, Mayor
Commissioner, Paulette Burdick, Vice Mayor
Commissioner Hal R. Valeche
Commissioner Shelley Vana
Commissioner Steven L. Abrams
Commissioner Mary Lou Berger
Commissioner Jess R. Santamaria

The Mayor thereupon declared the resolution duly passed and adopted this day of _____, 2014.

PALM BEACH COUNTY, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

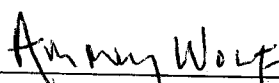
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 
Department Director