

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	November 18, 2014	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) adopt** a Resolution authorizing a Lease Agreement with the Florida Department of Education on behalf of the Division of Blind Services for the continued use of leased space at the Palm Beach County Judicial Center at an annual rate of \$16,134.42; and
- B) approve** a Lease Agreement with the Florida Department of Education on behalf of the Division of Blind Services.

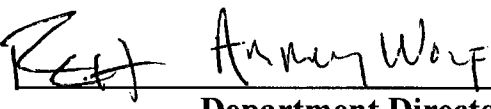

Summary: The Florida Department of Education on behalf of the Division of Blind Services has occupied 825 SF of space at the Palm Beach County Judicial Center located at 205 North Dixie Highway in West Palm Beach under Lease Agreement dated June 22, 2004 (R2004-1438), as amended, for the operation of Don's Coffee Spot. The Lease expired on September 30, 2014. The Division of Blind Services has requested the continued use of the premises and the use of a storage closet located adjacent to the premises which expands the current leased premises by 96 SF. Don's Coffee Spot provides a service to employees within the Judicial Center and visiting members of the public. The term of this Lease Agreement is for two (2) years retroactively commencing on October 1, 2014, through September 30, 2016, with four (4) extension options of two (2) years each and includes 3% annual rent increases. The annual rent is \$16,134.42 (\$1,344.54 per mo/\$17.52 per sf). Rent has been collected for the period October 1, 2014, through the effective date of this Lease Agreement. Either party may terminate the Lease upon ninety (90) days written notice. **(PREM) District 7 (HJF)**

Background and Justification: On June 22, 2004, the Board approved a Lease Agreement permitting the Florida Department of Education on behalf of the Division of Blind Services to operate a snack shop to provide food and beverage services, including take-out service and sale of sundry items.

Continued on Page 3

Attachments:

1. Location Map
2. Resolution
3. Lease Agreement

Recommended By:		10/23/14
	Department Director	Date
Approved By:		11/3/14
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$16,134.42)	(\$16,618.45)	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$16,134.42)	(\$16,618.45)	\$-0-	\$-0-	\$-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____

Budget Account No: Fund 0001 Dept 800 Unit 8001 Object 6225
Program _____

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

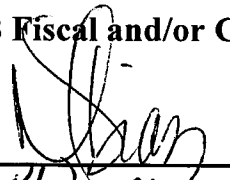
Annual rent increase is based on three percent (3%).

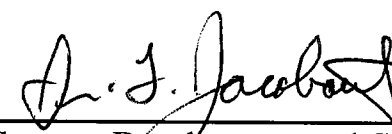
Fixed Asset Number _____

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMB 10/27/2014
10/04/2014


Contract Development and Control
10-31-14 B Wheeler

B. Legal Sufficiency:


Assistant County Attorney 10/31/14

C. Other Department Review:

Department Director

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

Background and Justification Continued: The Lease expired on September 30, 2014, and the Division of Blind Services exercised all available extension options under the 2004 lease. The Division of Blind Services has requested the continued use of the premises and the use of a storage closet located adjacent to the premises which expands the current leased premises by 96 SF. Staff supports the Division of Blind Service's request to have exclusive use of the storage closet.

Florida Statutes Section 125.38 provides that the County may lease to the State or any political subdivision or agency thereof real property when it is determined that such real property is not needed for County purposes. This Lease Agreement is for two years with four (4) successive extension options of two (2) years each; expands the premises by 96 SF, from 825 SF to 921 SF; adds an ATM; provides for the Division of Blind Services to terminate the Lease should a State-owned building become available for the operation of the coffee shop; adjusts the annual rent by 3% per year; and identifies the premises as a critical facility with access restrictions.

Florida Statutes Section 286.23 does not require that a Disclosure of Beneficial Interest be obtained when the County leases property to another governmental agency.

TWP 43

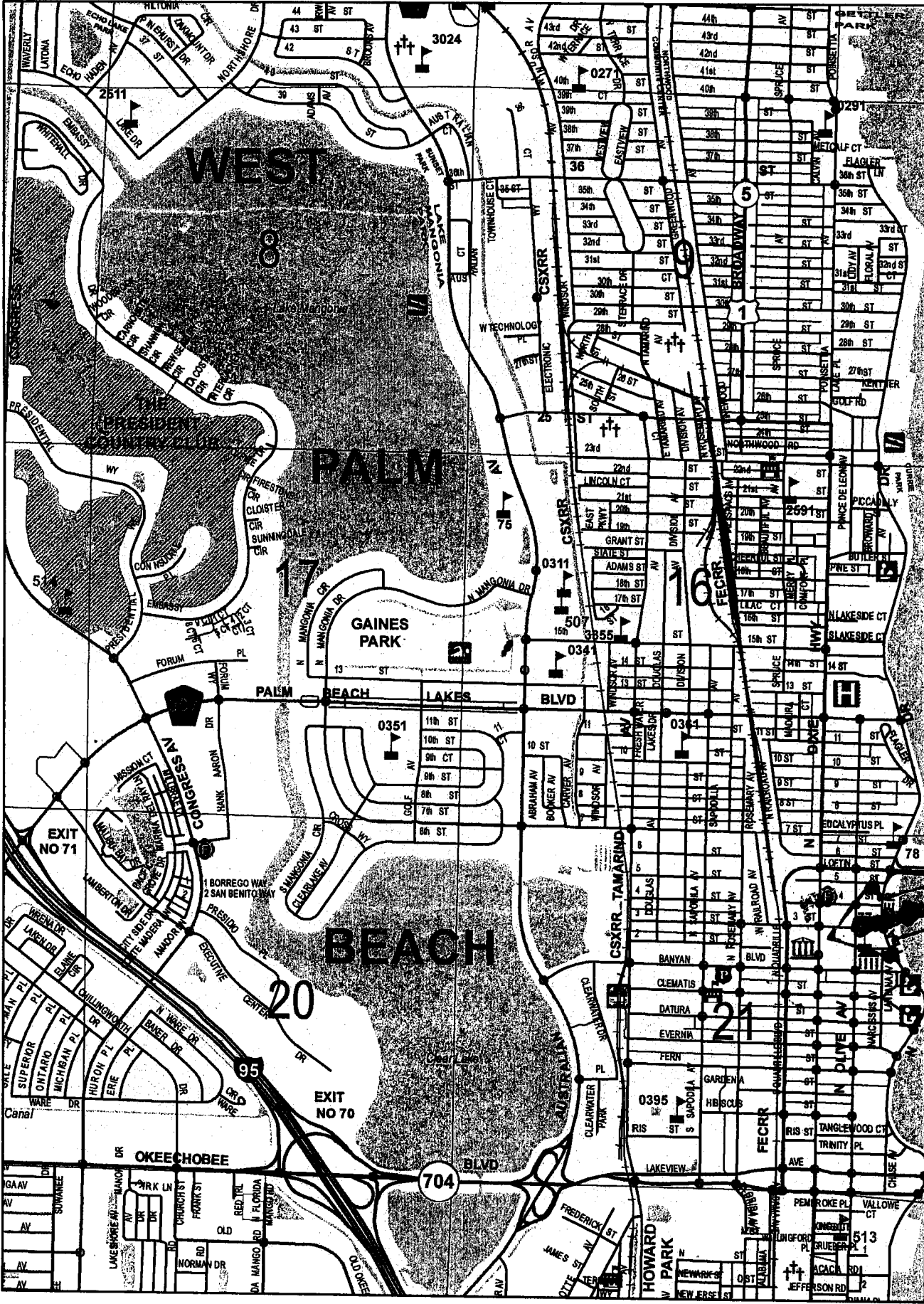
TWP 43

TWP 43

16

17

18



RNG 43

See pg 71

RNG 43

RESOLUTION NO. 2014-_____

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

WHEREAS, the Florida Department of Education, Division of Blind Services, (“Tenant”), 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 Tenant for use by Tenant for the operation of a snack shop to provide food and beverage service, including take out service, coin operated vending machines, and the sale of sundry items located on the first floor of the County-owned Judicial Center; and

WHEREAS, Tenant has been occupying the Premises under the terms of a Lease Agreement (R2004-1438) dated June 22, 2004, as amended; and

WHEREAS, the existing lease expired on September 30, 2014, and the parties wish to enter into a new lease for the use set forth above; 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 the Florida Department of Education, Division of Blind Services, pursuant to the Lease attached hereto and incorporated herein by reference, for a term of two (2) years with

four (4) successive renewal options of two (2) years each and an annual rental of Sixteen Thousand One Hundred Thirty-Four Dollars and Forty-Two Cents (\$16,134.42), the real property identified in such 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 Hal R. Valeche
Commissioner Paulette Burdick
Commissioner Shelley Vana
Commissioner
Commissioner Mary Lou Berger
Commissioner
Commissioner Priscilla A. Taylor

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

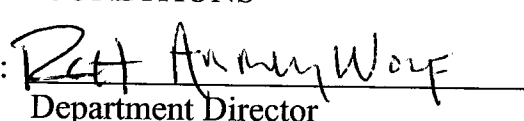
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

PALM BEACH COUNTY

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(COUNTY)

and

**FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF BLIND SERVICES**

ORGANIZED AND EXISTING UNDER THE LAWS

OF THE STATE OF FLORIDA

(TENANT)

AGREEMENT OF LEASE

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 **FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF BLIND SERVICES**, organized and existing under the laws of the State of Florida, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, County is the owner of certain real property commonly known as the County Judicial Center located at 301 North Dixie Highway, West Palm Beach, FL (the "Building") as more specifically described hereinafter, a portion of which Tenant desires to lease from County; and

WHEREAS, County is willing to lease approximately 921 square feet of space located on the ground floor of the Building as said premises are depicted on Exhibit "A" attached hereto and made a part hereof (the "Premises") to Tenant for the use set forth hereinafter; and

WHEREAS, Tenant has been occupying the Premises under the Terms of a Lease Agreement (R2004-1438) dated June 22, 2004, as amended; and

WHEREAS, the existing lease will expire on September 30, 2014, and the parties wish to enter into a new lease for the use 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 BASIC LEASE PROVISIONS

Section 1.01 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 Tenant, and Tenant rents from County the 921 square feet of floor space as depicted in Exhibit "A".

Section 1.02 Length of Term and Commencement Date.

This Lease shall be effective upon the Effective Date as defined hereinafter. The term of this Lease shall retroactively commence upon October 1, 2014, (the "Commencement Date"), and shall extend for a period of two (2) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. The term of this Lease may be modified or extended with the mutual consent of the parties.

Section 1.03 Option to Extend.

County hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition or payment of rent under this Lease, the right and option to extend the Term of this Lease for four (4) successive periods of two (2) years each under the same terms and conditions of this Lease, except for rent adjustments as forth in Article II, Section 2.06, and commencing upon the expiration of the initial Term of this Lease or any extension thereof. Tenant shall be deemed to have exercised its option to extend unless the Tenant provides written notice to the County of its election not to exercise its option to extend which notice must be received by the County on or before 90 days prior to the expiration of the initial Term of this Lease or any extension thereof.

Tenant shall have the right to terminate this Lease without penalty in the event a

State-owned building becomes available to Tenant for occupancy, such termination to be effective six (6) months after County's receipt of notice of termination from Tenant.

ARTICLE II RENT

Section 2.01 Annual Rent.

Tenant shall pay County an annual net rent of Sixteen Thousand One Hundred Thirty-Four Dollars and Forty-Two Cents (\$16,134.42) (the "Annual Rent"), during the term of this Lease in equal monthly installments of One Thousand Three Hundred Forty-Four Dollars and Fifty-Four Cents (\$1,344.54), together with all applicable sales taxes thereon, on the first day of each month, in advance, without any prior demand therefor or any deduction, holdback or setoff whatsoever. 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. The parties acknowledge the County has received payment of rent between September 30, 2014, the expiration of the previous Lease Agreement (R2004-1438) dated September 13, 1994, as amended, and the Effective Date of this Lease.

Section 2.02 Assessments 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. 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, Tenant's leasehold interest in the Premises, Tenant's Alterations or personal property located on the Premises.

Section 2.03 Additional Rent.

Any and all sums of money or charges required to be paid by Tenant under this Lease other than 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 2.04 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.

Section 2.05 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.

Section 2.02 Adjustment to Annual Rent

On each anniversary date of this Agreement, or any extensions thereof, the Annual Rent shall be adjusted by multiplying the then current Annual Rent by one hundred and three percent (103%).

ARTICLE III CONDITION OF LEASED PREMISES, ALTERATIONS

Section 3.01 Acceptance of Premises by Tenant.

Tenant certifies that Tenant has been occupying the Premises under the Terms of a Lease Agreement (R2004-1438) dated June 22, 2004, as amended, that Tenant's current floor plan is depicted on Exhibit "B" attached hereto and made a part hereof, that Tenant's equipment is listed on Exhibit "C" attached hereto and made a part hereof, and that Tenant accepts same "As Is", in its existing condition together with any defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that County has made no representations or warranties of any nature whatsoever regarding the Premises, including, without limitation, the physical condition of the Premises, any improvements or equipment located thereon, if any, or the suitability thereof for Tenant's intended use thereof. No repair work, alterations, or remodeling of the Premises is required to be done by County as a condition of this Lease. Tenant agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by Tenant as specified in Section 4.01 of this Lease.

Section 3.02 Construction of Project.

Tenant shall be solely responsible for any and all improvements, repairs alterations or other work necessary to render the Premises suitable for Tenant's intended use. Tenant shall design and construct such improvements at Tenant's sole cost and expense, in accordance with the requirements of this Lease and in full compliance with applicable building codes and zoning regulations. All of Tenant's construction and improvements shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion.

Section 3.03 Alterations.

Tenant shall not make any improvements, additions, modifications or alterations to the Premises costing in excess of \$5,000 (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance which consent may be granted or withheld in 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 in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans and specifications therefor. Upon giving its approval for any work or Alterations, County may 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 3.04 Construction Bonds.

Tenant shall ensure that all improvements are constructed to completion in accordance with the approved plans therefor and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Tenant, at its sole cost and expense, shall cause to be made, executed and delivered to County prior to

commencement of any improvements to the Tenant's Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Tenant of its obligations arising hereunder.

Section 3.05 Contractor Requirements.

Tenant shall also require contractors to furnish for the benefit of County a payment and performance bond to County equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes. Tenant shall also require contractors to furnish satisfactory evidence of statutory Worker's 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 for any alterations or improvements approved hereunder, in such amount as County reasonably determines to be necessary.

Section 3.06 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 improvements 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 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. .

ARTICLE IV CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 4.01 Use of Premises.

Tenant shall use and occupy the Premises solely and exclusively as a snack shop to provide food and beverage service (excluding all alcoholic beverages), including take-out service, coin operated vending machines, an automated teller machine (ATM), and the sale of sundry items, at a competitive price to County employees and visitors to the Building. Tenant's use and occupancy of the Premises shall be subject to Tenant's compliance with all rules and regulations relating to said use as may be reasonably established by County, as same may be modified or amended from time to time. The current regulations governing Tenant's use of the Premises are attached hereto as Exhibit "D" of this Lease. Tenant shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion.

Section 4.02 Operation of Business.

Tenant shall operate its business upon the entire Premises during the Term of this Lease with due diligence and efficiency and in a manner prudent and in accord with generally accepted business techniques within the locale for Tenant's business. The minimum hours of operation shall be 7:00 A.M. to 4:00 P.M., Monday through Friday, excluding all legal holidays. As a condition of this Lease, Tenant agrees to place in the Premises a suitable agent in the person of a blind man or woman with such sighted assistants as may be necessary to carry on Tenant's business as specified in Section 4.01 of this Lease.

Section 4.03 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. All refuse is to be removed from the Premises at Tenant's sole cost and expense and Tenant will keep such refuse in proper fireproof containers on the interior of the Premises until removed. Tenant will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction.

Section 4.04 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 its use of the Premises, or the Premises generally.

Section 4.05 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. Tenant warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

Section 4.06 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, equipment and Alterations from the Premises and shall surrender the Premises to the County in the same condition the Premises were in as of the Commencement Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or property within the Premises shall vest in County.

Section 4.07 Hazardous Substance

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 any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. 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. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, 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 remediation and clean up of any Hazardous Materials disposed of or discovered 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.

Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto as provided in section 768.28 Florida Statutes, as amended from time to time, or any other law providing limitations on claims. 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 alter or diminish any statutory or common law liability of Tenant.

ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of County and Tenant.

Other than the repair and maintenance of the HVAC system servicing the Premises, County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises. Tenant shall keep and maintain all portions of the Premises, and all Alterations or improvements currently existing or constructed hereinafter on or about the Premises, in good condition and repair, at Tenant's sole cost and expense. Tenant, at Tenant's sole cost and expense, shall cause the Tenant's refuse and rubbish to be removed daily from the Premises in sealed containers to any area of the exterior of the Building to be designated by County and shall cause any portions of the Premises used for the storage, preparation, service, or consumption of food or beverages, and parking areas, to be regularly exterminated against infestation by vermin, rodents or roaches.

Section 5.02 County's Right to Inspect.

County or County's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. Any such entrance into the Premises shall be conducted by County in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

ARTICLE VI UTILITIES

County shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the Premises 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.

ARTICLE VII INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, Tenant acknowledges and represents that Tenant is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Tenant, or its Subcontractor, maintains third-party Commercial General Liability and Business Auto Liability, in lieu of exclusive reliance of self-

insurance under Section 768.28 Florida Statutes, Tenant agrees to maintain said insurance policies at limits not less than \$500,000 each occurrence. Tenant agrees to add the County as an "Additional Insured" with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. 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 and Real Estate Management Division". Tenant agrees the Additional Insured endorsement provides coverage on a primary basis. Claims-bill indemnification style coverage shall not be considered third-party liability for the purpose of this paragraph.

Tenant agrees to ensure that the operator as set forth in Section 10.01 of the Lease maintains or is self-insured for Worker's Compensation & Employer's Liability Insurance in accordance with Florida Statute 440. Tenant shall provide proof of such coverage when requested.

When requested, Tenant agrees to provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages, as required herein to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Subsequently, Tenant shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system.

Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under this Lease.

Tenant agrees its self-insurance, general liability, automobile liability, and property insurance shall be primary as respects to any coverage afforded to or maintained by County.

ARTICLE VIII INDEMNIFICATION

Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto as provided in section 768.28 Florida Statutes, as amended from time to time, or any other law providing limitations on claims. This section shall survive the termination of this Agreement.

ARTICLE IX DESTRUCTION OF PREMISES

Section 9.01 Damage or Destruction by Fire, War or Act of God.

(A) In the event the Premises shall be destroyed or damaged or injured by fire or other casualty during the Term of this Lease or extension thereof, Tenant shall restore the Premises to the same or better condition than that which existed prior to such casualty. Tenant shall commence such restoration within a reasonable time after such casualty but in no event later than 60 days of such casualty. Tenant shall thereafter

diligently pursue such restoration to completion. In no event shall restoration take more than 180 days to complete and make the Premises tenable. Alternatively, Tenant shall have the right, to be exercised in its sole and absolute discretion, to terminate this Lease. In the event that Tenant elects to terminate this Lease, the parties shall be relieved of all further obligations hereunder. The termination mentioned herein shall be evidenced in writing.

(B) In the event that any of Tenant's Alterations to 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, Tenant shall commence restoration thereof within 60 days and thereafter diligently pursue the restoration to completion.

(C) In the event that fifty percent (50%) or more of the area of the ground floor of the Building shall be damaged or destroyed by fire or other cause, notwithstanding any other provision contained herein and that the Premises may be unaffected by such fire or other cause, Tenant shall have the right, to be exercised in its sole and absolute discretion, to terminate this Lease. Upon giving of such notice to County within 60 days after said occurrence, the Term of this Lease shall expire upon the third day after such notice is given, and Tenant shall vacate the Premises and surrender same to County.

(D) In the event that fifty percent (50%) or more of the ground floor of the Building or fifty percent (50%) or more of the Building itself shall be damaged or destroyed by fire or other cause, County shall have the right, at its option, not to restore the Building but to terminate this Lease. 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 mentioned herein shall be evidenced in writing.

ARTICLE X ASSIGNMENT AND SUBLETTING

Section 10.01 Subcontracting

Tenant may enter into an operator facility agreement with other agents, individuals or entities ("Subcontractor") to provide some or all of the services Tenant is permitted to provide pursuant to the terms of this Lease. Any operator facility agreement with a Subcontractor ("Subcontractor Operator Facility Agreement") is subject to approval by the Director of the Department of Facilities Management and Operation ("Department") at its sole and absolute discretion and shall not become effective until the Department has provided written approval of the Subcontractor Operator Facility Agreement. Tenant shall provide Department with a copy of any proposed Subcontractor Operator Facility Agreement for review at least 30 days prior to the proposed effective date of the Subcontractor Operator Facility Agreement. Tenant shall be responsible for binding each Subcontractor to the terms and conditions of this Lease and shall ensure Subcontractor's compliance regardless of whether or not a particular term in this Lease specifically references compliance by Subcontractors. Tenant's delegation of any of Tenant's obligations or responsibilities under this Lease to a Subcontractor shall not relieve Tenant of its obligations or responsibilities thereunder. Tenant shall be responsible for ensuring that all Subcontractors are adequately trained and credentialed for the services they are providing. In all Subcontractor Operator Facility Agreements, Tenant shall include County as a third party beneficiary and shall include a requirement that each Subcontractor indemnify and release County from any and all liability as set forth in this Lease. Subcontractor shall maintain in full force and effect at all times during the life of this Lease insurance coverages and limits (including endorsements) as described under Article VII herein.

Tenant shall promptly replace any Subcontractor who fails to perform or provide a service as required by this Lease, said replacement shall be subject to approval of the Department at its sole and absolute discretion. The Department's objective in approving

a replacement for a Subcontractor will be to ensure that the use of the Premises is in a manner consistent with the Lease and is in the best interests of County.

Section 10.02 Consent Required

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 enter into any management licensing or similar Lease without the prior written consent of County in each instance, which may be granted or withheld at County's sole and absolute discretion. The consent by County to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by any party other than Tenant and Tenant is in default under its obligations under this Lease, County may collect rent from the assignee, sub-contractor or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sub-contractor, or occupancy as Tenant, or a release from the further performance by Tenant of the covenants on the part of Tenant herein contained. 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. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions hereof or any rents or other sums to be paid hereunder. Tenant acknowledges and agrees that any and all right and interest of the County in and to the Premises, and all right and interest of the County in this Lease, may be conveyed, assigned or encumbered at the sole discretion of the County at any time.

ARTICLE XI DEFAULT

Section 11.01 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 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 notice from County unless the same is of such a nature that it cannot reasonably be cured within such a time period, in which event Tenant shall be entitled to a reasonable period under the circumstances; or (iii) Tenant's vacating or abandoning the Premises. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by Tenant, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the thirty (30) day period and the County is so notified, this Lease will continue.

Section 11.02 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 XII ANNUAL BUDGETARY FUNDING

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.

Pursuant to Section 255.2502, Florida Statutes, County acknowledges that the Tenant's performance and obligation to pay under this Lease is contingent upon an annual appropriation by the Legislature.

Notwithstanding anything in this Lease to the contrary, either party may cancel this Lease for any reason upon ninety (90) days prior written notice to either party.

ARTICLE XIII QUIET ENJOYMENT

Upon payment by the Tenant of the 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 XIV MISCELLANEOUS

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached thereto, 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 them.

Section 14.02 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), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any such notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties designate the following 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
Telephone: 561-233-0217

Fax: 561-233-0210

with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: 561-355-2225
Fax: 561-355-4398

- (b) If to the Tenant at:
Florida Department of Education
Division of Blind Services
325 West Gaines Street
Suite 1114
Turlington Building
Tallahassee, Florida 32399
Telephone: (850) 245-0357
Fax: (850) 245-0363

With a copy to:
Donald Gerschick
1716 Carson Avenue
Lake Worth, Florida 33460
Telephone: (561) 832-1790
Fax: (850) 245-0363

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

Section 14.03 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 14.04 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 14.05 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 14.06 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 14.07 Governing Law and Venue.

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

Section 14.08 Radon.

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

Section 14.09 Time of Essence.

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

Section 14.10 Waiver.

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 14.11 Non-exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.12 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 14.13 Incorporation by Reference.

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

Section 14.14 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 14.15 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 citizen or employees of the County and/or Tenant.

Section 14.16 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 14.17 Effective Date of Lease.

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

Section 14.18 Access

The Premises is identified as a "critical facility" by Palm Beach County Resolution No. R2003-1274, and is therefore subject to a heightened level of security. The Tenant shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). Any person not employed by County requiring unescorted access to the Premises is subject to a fingerprint based criminal history records check and must receive clearance for unescorted access from County, by its Electronic Services & Security Division (ESS), as provided for in Chapter 2, Article IX of the Palm Beach County Code. Tenant shall be responsible for ensuring that any employee or contractor who has not been cleared for unescorted access to the Premises by ESS is accompanied at all times by an escort approved by ESS.

Access to the building and its equipment is subject to restrictions, which during heightened security protocols may include, but not limited to, denial of access and additional procedures and searches, as determined by the Palm Beach County Sheriff's Office and its agents and assigns. Tenant acknowledges and agrees access to the Premises shall be limited to times when the County Judicial Center is open to the public.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Signed in the presence of:

[Signature]
Witness Signature

Shirleen Smith
Print Witness Name

[Signature]
Witness Signature

ANDREA GALLARD-RUNK
Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Deputy General Counsel
Department of Education

TENANT:

FLORIDA DEPARTMENT OF EDUCATION,
organized and existing under the laws of the
State of Florida

By: [Signature]
Signature
Pamela Stewart
Print Name

Its Commissioner
Title

SEAL

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

Signed and delivered
in the presence of:

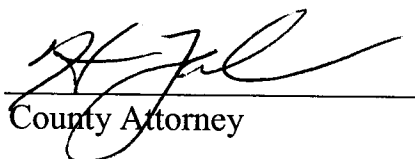
Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

COUNTY:

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

By: _____
, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Department Director

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PREMISES

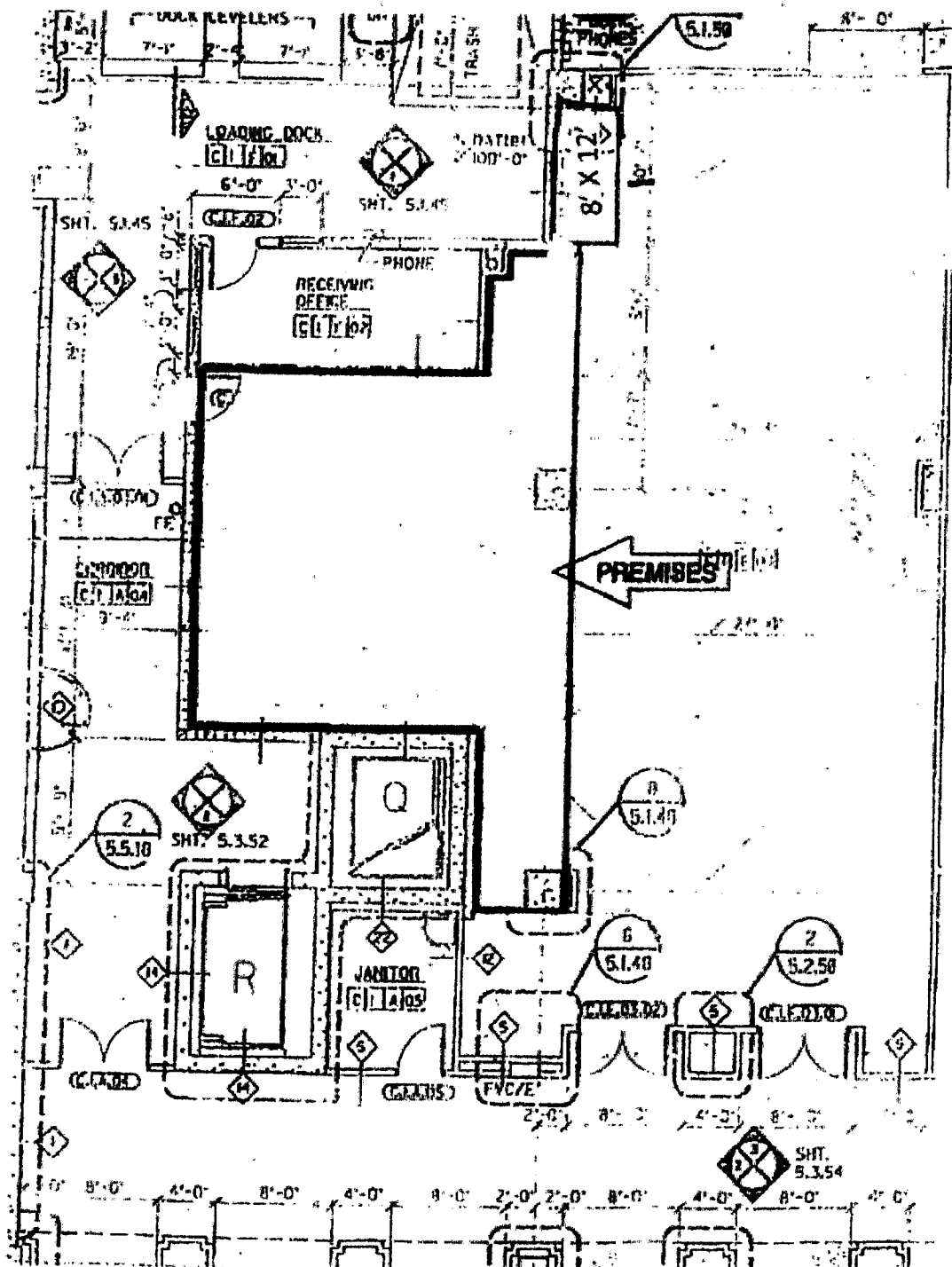
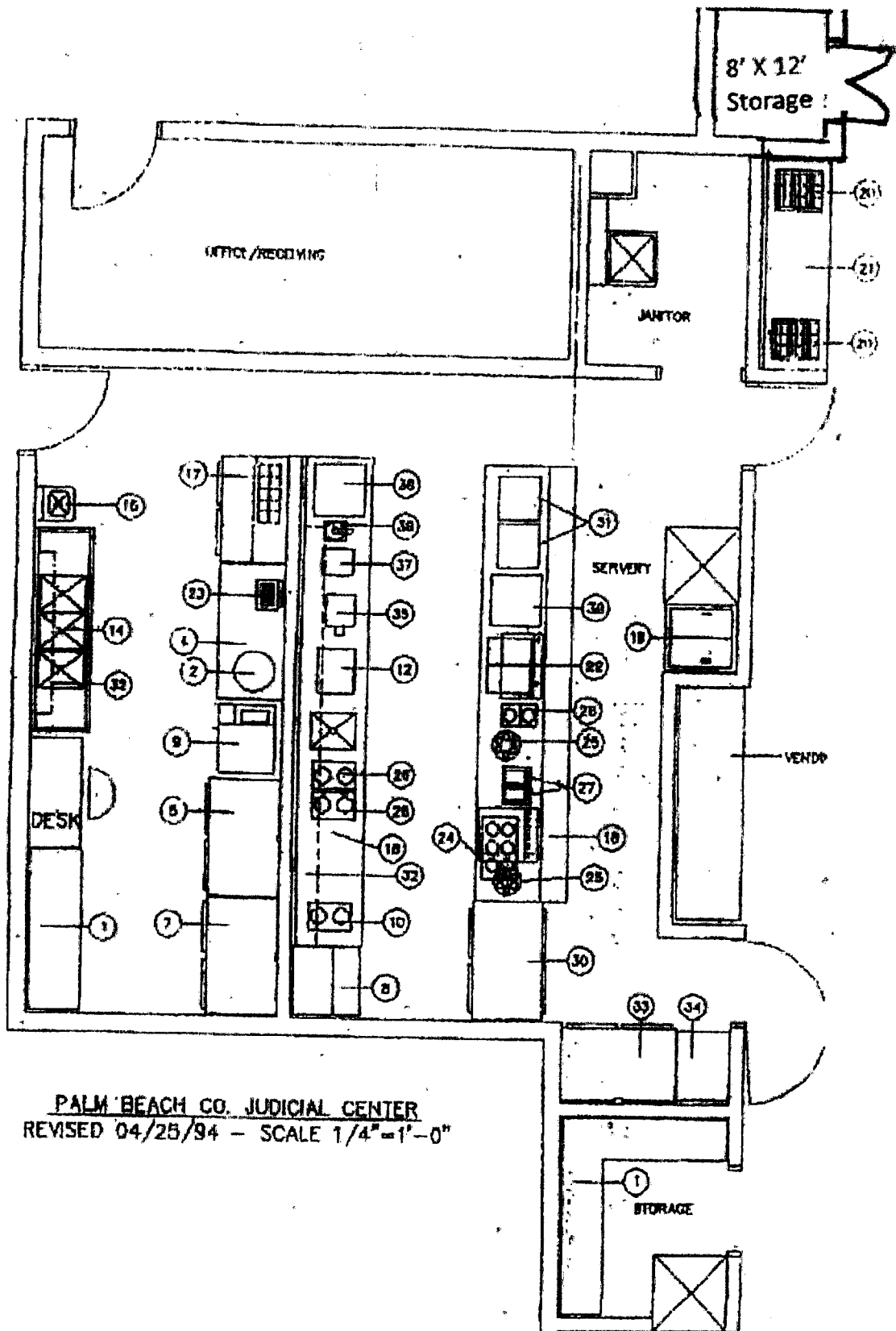


EXHIBIT "B"

FLOOR PLAN



PALM BEACH CO. JUDICIAL CENTER
 REVISED 04/25/94 - SCALE 1/4"=1'-0"

EXHIBIT "C"
EQUIPMENT LIST

NO.	QN.	DESCRIPTION
1	LOT	SHELING
2	1	TRASH BIN - BY OWNER
3	1	SPARE NUMBER
4	1	WORK TABLES
5	1	REFRIGERATOR
6	1	SPARE NUMBER
7	1	FREEZER
8	1	ICE MAKER
9	1	CONVECTION OVEN
10	1	HOT PLATE
11	1	SPARE NUMBER
12	1	MICROWAVE OVEN
13	1	SPARE NUMBER
14	1	POT SINK
15	1	HAND SINK
16	1	BACK COUNTER
17	1	SANDWICH REFRIGERATOR
18	1	CAFETERIA COUNTER
19	1	ICE CREAM CABINET
20	2	CONDIMENT RACKS
21	1	CONDIMENT COUNTER
22	1	HOT FOOD WELLS & PROTECTOR CASE
23	1	TOASTER
24	1	ICE & SODA DISP. - BY PURVEYOR
25	1	SODA POWER PACK
26	2	DISPOSABLE CUP DISPENSER
27	1	COFFEE MAKER - BY PURVEYOR
28	1	MISC. DRINK DISP. - BY PURVEYOR
29	2	COFFEE WARMER
30	1	SPARE NUMBER
31	1	PASS THRU DISPLAY REFRIGERATOR
32	1	CASH REGISTER - BY OWNER
33	LOT	OVERHEAD CABINETS
34	1	DISPLAY REFRIGERATOR
35	1	TRAY & UTENSIL COUNTER
36	1	HOT DOG MAKER
37	1	ATM (automated teller machine)

EXHIBIT "D"

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevator, vestibules, stairways, corridors, or hallways of the Building shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Premises demised to Tenant.
2. No awnings or other projections shall be attached to the outside walls or windows of the Building.
3. No showcases, signs or other articles shall be put in front of or affixed to any part of the exterior of the Building or the common areas, nor placed in the halls, corridors, vestibules or other public parts of the Building.
4. All signs located within the Premises shall be of professional quality and shall be approved by County prior to installation. All pictures and wall hangings in the Premises shall be framed and properly mounted.
5. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, acids, or other substances shall be thrown therein. Tenant shall not bring or keep, or permit to be brought or kept, any inflammable combustible or explosive fluid, material, chemical or substance in or about the Premises.
6. No bicycles, vehicles or animals (except for guide dogs for the blind) of any kind shall be brought into or kept in or about the Premises. No cooking (restaurant use excepted) shall be permitted in the Building by Tenant without the approval of the County. Tenant shall not cause or permit any unusual or objectionable odors to emanate from the Premises.
7. No space in the Building shall be used for manufacturing, or for the storage or sale of merchandise, goods or property of any kind, at auction, without the prior written consent of the County.
8. Tenant shall not make, or permit to be made, any unseemly or disturbing noises, or disturb or interfere with other tenants or occupants of the Building or neighboring buildings or premises whether by the use of any musical instrument, radio, television set, or other audio devise, unmusical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors or windows.
9. No additional locks or bolts of any kind shall be placed upon any of the doors or windows, nor shall any changes be made to the existing locks or mechanisms thereof. Tenant must, upon the termination of its tenancy, restore and/or return to the County all keys, furnished to or otherwise procured by Tenant, for stores, offices and toilet rooms.
10. The County shall have the right to prohibit any advertising by the Tenant, at County's sole discretion, tends to impair the reputation or desirability of the Building, and upon notice from the County, Tenant shall refrain from or discontinue such advertising. There shall be no soliciting of any kind by Tenant in or about the Building unless specifically approved in writing by County.
11. Tenant, before closing and leaving the Premises, shall see that all entrance doors are locked and all windows are closed.
12. No Premises shall be used, or permitted to be used, for lodging or sleeping, or for any immoral or illegal purpose.
13. There shall not be used in the Building, either by Tenant, agents, or contractors, in the delivery, shipping or receipt of merchandise, freight or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards or such other safeguards as the County may require.
14. Tenant shall adhere to all energy conservation practices adopted by County in the operation and maintenance of the Building.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: GL-1000

General Liability
Certificate of Coverage

Name Insured: Department of Education

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person
\$300,000.00 each occurrence

Inception Date: July 1, 2014

Expiration Date: July 1, 2015

CHIEF FINANCIAL OFFICER



STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage--Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
 - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
 - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion

thereof, or out of materials, parts, or equipment furnished in connection therewith;

- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties in the Event of Occurrence, Claim or Suit

(1) Event of Occurrence

Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.

(2) Notice of Claim or Suit

If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.

(3) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and

giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

(4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

(5) Severability of Interest

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

(6) Limits of Liability

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

(7) Other Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

(8) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(9) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Royal Palm Insurance Advisors 3901 N Federal Hwy, Suite 201 Boca Raton, FL 33431		CONTACT NAME: Alyssa Carlin PHONE (A/C No, Ext): 561-935-9450 FAX (A/C No): 561-935-9451 E-MAIL ADDRESS: alyssa@royalpalmins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: CastlePoint Florida Ins. Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	SCHEDULED AUTOS						\$
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCP760146104	01/05/2014	01/05/2015	X WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CARPERJ Jim Carper	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lorna Staab
DTRT Insurance Group	PHONE (A/C, No, Ext): (888) 946-3305
12550 West Atlantic Blvd	FAX (A/C, No): (855) 329-3878
	E-MAIL ADDRESS: info@dtrtinsurance.com
	INSURER(S) AFFORDING COVERAGE
Coral Springs FL 33071	INSURER A: TRAVELERS
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:
INSURED	NAIC # 19046
Dons Coffee Spot, Inc.	
205 N. Dixie Highway	
West Palm Beach FL 33401	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			660361M9828-TIA-14	10/20/2014	10/20/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
below is additional insured landlord

CERTIFICATE HOLDER CANCELLATION

Palm Beach County Board of County Commissioners a Political Subdivision of the State of Florida It (2633 Vista Pkwy West Palm Beach FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Lorna Staab</i>
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