

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Agenda Item #: **34-3**

Meeting Date: September 1, 2015

Consent

Regular

Ordinance

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) **adopt** a Resolution authorizing a Restated Lease Agreement (R2015-0451) with Housing Partnership, Inc., a not-for profit 501(c)(3) corporation ("Tenant") for the use of a 1988 SF building located at 1101 Mentone Road for a term of approximately ten (10) years at an annual rental of \$1.00, providing for fire and intrusion alarm repair and monitoring services to be provided by the Electronic Services and Security Division of Facilities Development & Operations Department during the term, and finding that such is in the best interests of the County; and

B) **approve** the Restated Lease Agreement with Housing Partnership, Inc., a not-for profit 501(c)(3) corporation.

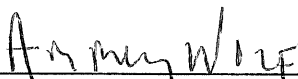
Summary: On April 7, 2015 the Board approved a Lease Agreement (R2015-0451) with Housing Partnership, Inc., a not-for profit 501(c)(3) corporation ("Tenant"). The Lease Agreement authorizes Tenant to occupy the County owned facility adjacent to a neighborhood park located at 1101 Mentone Road, Lantana ("San Castle") for a term of ten (10) years from the date of occupancy, at an annual rent of \$1.00. The Premises includes a 1988 square foot building, a playground area in the rear of the building and a parking lot. This Restated Lease Agreement provides for the County's Electronic Services and Security Division ("ESS") to provide fire and intrusion alarm equipment repair and monitoring services pursuant to the terms of a Service Agreement. Fire and intrusion alarm equipment repair and maintenance services are billed at \$65.00 per hour and \$97.50 for after-hours responses and are subject to adjustment with a minimum of thirty (30) days notice. Tenant's fees shall not exceed the fees charged to County departments receiving the same services. Alarm monitoring services are a pass through charge based on at the rate charged to County by its alarm monitoring vendor. The Restated Agreement amends the Premises map to delete a playground located in the adjacent park and expands the scope of Tenant's indemnification responsibilities to include the services performed pursuant to the Service Agreement. Both parties have the right to terminate the Service Agreement and thereafter, Tenant shall assume sole responsibility for the services. Other than the changes set forth herein, the Restated Lease remains the same. **(FDO Admin) District 7 (HJF)**

Background and Justification: On April 7, 2015, the Board approved a Lease Agreement with Tenant enabling County to continue to utilize the facility to provide community revitalization programming in the community. Housing Partnership, Inc. partners with the Children's Services Council and the School District to bring Bridges, ESOL and other programming to the residents. On April 7, 2015 the Board allocated \$100,000 to fund the renovation of the Premises for Tenant's program operations. Housing Partnership, Inc. is a not-for-profit corporation and has provided the Disclosure of Beneficial Interests.

Attachments:


- 1) Location Map
- 2) Resolution
- 3) Lease Agreement

Recommended By: _____


Department Director

8/7/15
Date

Approved By: _____


County Administrator

1/6/18
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	(1.00)	(1.00)	(1.00)	(1.00)	(1.00)
External Revenues	_____	_____	_____	_____	_____
In-Kind Match (County	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(0.10)</u>	<u>(0.10)</u>	<u>(0.10)</u>	<u>(0.10)</u>	<u>(0.10)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	<input checked="" type="checkbox"/>	No		
Budget Account No:	Fund <u>1101</u>	Dept <u>143</u>	Unit <u>1431</u>	Object _____	
	Program _____				

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

* Alarm and Fire intrusion repair services will be provided as needed and reimbursed by Tenant. Alarm monitoring services are a pass through charge from County's vendor.

C. Departmental Fiscal Review: _____ *8-7-15*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Sherry Brown
 OFMB ^{4/0} _{8/11} *8/11*

Dr. J. Jacobson
 Contract Development and Control *8/11/15*

B. Legal Sufficiency:

[Signature] *8/19/15*
 Assistant County Attorney

C. Other Department Review:

 Department Director

TWP 45

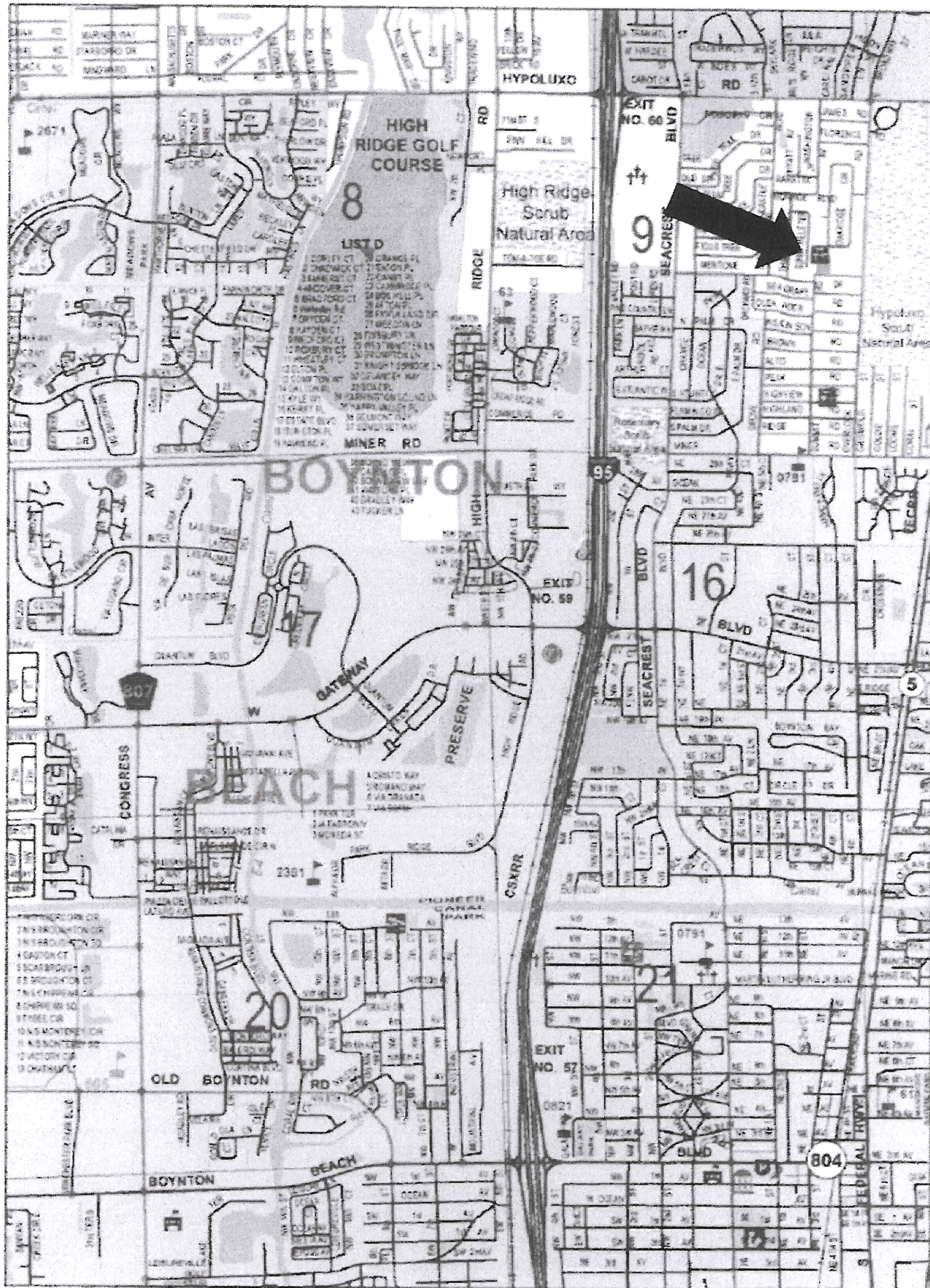
TWP 45

TWP 45

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LOCATION MAP



RESOLUTION NO. 201____

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

WHEREAS, Housing Partnership, Inc. a Florida not-for-profit corporation (“Housing Partnership”) 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 Housing Partnership for use by Housing Partnership to partner with area service providers to provide life and health skills, education, recreation and/or language programming for the community; 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 Housing Partnership, pursuant to the Lease attached hereto and incorporated herein by reference, for a term of ten (10) years from the Occupancy Date, with 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 Shelley Vana, Mayor
- Commissioner Mary Lou Berger, Vice Mayor
- Commissioner Hal R. Valeche
- Commissioner Paulette Burdick
- Commissioner Steven L. Abrams
- Commissioner Melissa McKinlay
- Commissioner Priscilla A. Taylor

The Mayor thereupon declared the resolution duly passed and adopted this day of _____, 201__.

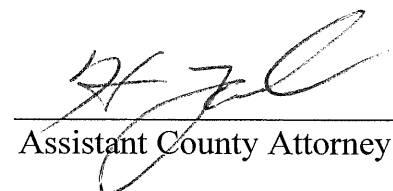
PALM BEACH COUNTY, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

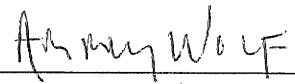
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 
Department Director

RESTATED LEASE AGREEMENT

between

PALM BEACH COUNTY

a political subdivision of the

State of Florida

(County)

and

**HOUSING PARTNERSHIP, INC.,
A not for profit corporation**

(Tenant)

RESTATED LEASE AGREEMENT

THIS RESTATED LEASE AGREEMENT made and entered into _____, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and HOUSING PARTNERSHIP, INC., a not for profit corporation organized and existing under the laws of the State of Florida (EIN: #59-2794597); hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, County is the owner of certain real property in the Town of Lantana, with an address of 1101 Mentone Road, 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 and Tenant entered into a certain Lease Agreement dated April 7, 2015 (R2015-0451) for the lease of the Building and the adjacent improved and unimproved areas of the Property as depicted in Exhibit "B" (the "Premises"); and

WHEREAS, the parties agree to remove a playground area from the Premises and desire to amend Exhibit "B" accordingly; and

WHEREAS, Tenant requested, and County has agreed to provide, fire and intrusion alarm repair and monitoring services for the Premises pursuant to the terms of a Service Agreement; and

WHEREAS, the parties desire to attach the Service Agreement as Exhibit "G" to the Lease Agreement; and

WHEREAS, County and Tenant agree to terminate and replace Lease Agreement R2015-0451 with this Restated Lease Agreement ("Lease").

NOW THEREFORE, in consideration of the rent, mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties 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

“Alterations” shall mean improvements, additions, modifications, remodeling, or other changes to the Premises designed to alter or change the existing facility rather than to sustain or maintain the facility in its original condition.

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

“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.

“County Personal Property” shall mean all fixtures and all fixed personal property including all items affixed, bolted, installed or otherwise attached to the Premises.

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

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

“Fiscal Year” shall mean the County’s fiscal year which begins on October 1 and ends on September 30th of the following year. For example, Fiscal Year 2015 begins on October 1, 2014 and ends on September 30, 2015.

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

“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.

“Occupancy Date” shall mean the date the requirements of Section 5.01 are satisfied and Tenant is permitted to physically occupy the Premises.

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

“Premises” shall mean the Building on the Property and those improved and unimproved areas of the Property as described and depicted on the attached Exhibit “B”.

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

“R/R Project” shall mean a Capital Repair.

“R/R Project Schedule” shall mean the schedule of R/R Projects for the Premises prepared by the Tenant which identifies each R/R Project for each Fiscal Year.

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 Length of Term and Occupancy Date.

The Lease shall become effective and binding upon the parties from the Effective Date of the original Lease Agreement, April 7, 2015 (the “Effective Date”) and shall extend for a period of ten (10) years from the Occupancy Date (the “Term”), unless sooner terminated pursuant to the provisions of this Lease. Occupancy shall be permitted after the final building permit inspection approval is obtained after completion of the Alterations as contemplated by Section 5.01 below and the Facility is accepted by the Tenant. Upon mutual agreement between the Parties, the Term of this Lease may be renewed for five (5) successive two (2) year periods, each under the same terms and conditions of this Lease and commencing upon the expiration of the initial Term of this Lease or any renewal thereof.

Section 3.03 Precedence of Restated Lease.

This Lease terminates and replaces all provisions of the Lease Agreement R2015-0451 dated April 7, 2015.

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 otherwise specifically provided in this Lease.

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. 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 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.

The County shall replace the air conditioning unit and flooring, weather-proof the building exterior and complete those interior renovations identified on Exhibit "C". County shall obtain a final building permit inspection approval in association with the renovations from the Palm Beach County Building Division. After obtaining the final building permit inspection approval for the renovations, Tenant may inspect the Premises to confirm completion of the renovations. Thereafter, Tenant may occupy the Premises (the "Occupancy Date") and agrees to accept same "As Is", in its existing condition as of the Occupancy Date of this Lease, 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 located therein, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises. Except as identified in Exhibit "C", no alterations or remodeling of the Premises is required to be done by County as a condition of this Lease.

Section 5.02 Additional Work.

Tenant agrees to perform any and all additional 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 6.01 of this Lease. Tenant shall be solely responsible for any and all additional 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 process and requirements identified in Section 5.03 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 5.03 Alterations.

Tenant shall not make any Alterations to the Premises without the prior written consent of County in each instance, which may be withheld, granted, or granted subject

to conditions as determined by County in its 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 & Employers Liability insurance, comprehensive General Liability insurance, comprehensive Business Automobile Liability 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 5.04 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 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
USE OF PREMISES**

Section 6.01 Use of Premises.

Tenant shall use and occupy the Premises solely and exclusively for not-for-profit programming including, but not limited to, community outreach and/or meetings, recreational programming, health and life skills programming, personal and community safety and security programming, and educational arts and/or language programming.

Social functions that are not organized by Tenant as part of its programming, including, but not limited to, dances, birthdays, quinceañeras, weddings, anniversary parties, retirement celebrations or similar functions are not permitted. Social functions organized by Tenant may be permitted if approved by FDO in advance. Tenant shall request approval of social functions by submitting a Facility Use Permit Application, attached hereto as Exhibit "D", to the Business & Community Agreements Manager at PBCFacilityUsePermit@pbcgov.org. FDO's approval of a social function shall be subject to Tenant's compliance with conditions of use to be determined by FDO.

No commercial uses are permitted. A commercial use is a use which is designed to provide a monetary payment, directly or indirectly, for the benefit of the organizer or sponsor. A commercial use includes solicitations, marketing or sales programming or promotions that are intended to solicit buyers, business, members, donations or participants. Tenant partnerships with commercial entities for programming that is consistent with Tenant's mission are permitted, provided, that; 1) Tenant obtains the advance approval of FDO by contacting the Business & Community Agreements Manager at PBCFacilityUsePermit@pbcgov.org, which approval may be granted or denied at FDO's sole discretion, and 2) the cost of the services provided by the commercial entity are donated or discounted.

Tenant shall not use, permit, or suffer the use of the Premises for any use, business, or purpose whatsoever, other than the use set forth above, without the prior written consent of County, which consent may be granted or withheld in County's sole discretion.

Tenant shall be in full control of the operation of the Premises and shall set and establish the times of operation, and the rules and regulations for the use of the Premises. Tenant shall ensure that the Premises are locked and secured outside of normal operation hours. The use of drugs or consumption of alcoholic beverages on the Premises is prohibited.

Tenant shall provide adequate supervision and strictly enforce all rules, regulations, and safety procedures that are required by this Lease, established by Tenant, and that are required in general for the safe and orderly use of the Premises. At all times the Premises are in use by Tenant or its invitees, such use shall be under the control and supervision of

Tenant and such supervision shall be conducted by a supervisor authorized by Tenant. Tenant shall not commit or permit any reckless or dangerous conduct on the Premises at any time. It shall be the responsibility of Tenant to assure that the use of the Premises is conducted in such a manner so as not to interfere with any other park activities conducted beyond the boundaries of the Premises.

Tenant shall be responsible for determining the level of security necessary for each and every activity conducted on the Premises. If the Tenant determines that the services of a private security firm are necessary to provide unarmed security on the Premises, the Tenant shall provide same at its sole cost and expense and provide FDO with a copy of the post orders for the private security officer(s) prior to implementation. A copy of the post orders are given solely for purposes of providing County with notice regarding activity at the Premises. If the Tenant determines that there is a need for law enforcement services (or armed security services), the Tenant must obtain an Extra-Duty Permit at Tenant's sole cost and expense, from the Palm Beach County Sheriff's Office (PBSO). An Application for Extra-Duty Permit and instructions for completing same can be obtained from PBSO at <http://www.pbso.org/index.cfm?fa=contracts>. A copy of the Extra-Duty Permit Application shall be provided concurrently to FDO in order to notify FDO of the activities at the Premises.

Tenant's obligations to provide FDO with notice of its post orders and/or Extra-Duty Permit Applications do not in any way relieve the Tenant from its responsibilities of determining the appropriate level of security and the manner in which the security services are to be provided for all of Tenant's uses of the Facility.

Tenant agrees that the Premises shall be used only and exclusively for lawful purposes, and that Tenant will not use, or suffer any one to use, the Premises for any purpose in violation of the laws of the United States, the State of Florida, or any ordinances and regulations of Palm Beach County or any governmental entity having jurisdiction over the Premises.

Section 6.02 Special Events and Use of the Adjacent Park.

In the event Tenant schedules a special event at the Premises that will require overflow parking, Tenant shall complete the Facility Use Permit Application, attached hereto as Exhibit "D", and submit it to the Business & Community Agreements Manager at PBCFacilityUsePermit@pbcgov.org to obtain a Facility Use Permit. Approval of a special event requiring overflow parking may be subject to Tenant's compliance with reasonable conditions of use to be determined by FDO. Conditions of use may include a requirement to obtain an Extra-Duty Permit, at Tenant's sole cost and expense, from the Palm Beach County Sheriff's Office (PBSO) for parking, traffic control or for security purposes. If Tenant plans an event that involves use of the park property, Tenant must obtain a Special Event permit through the County's Parks and Recreation Department. Permit applications and instructions are available at

http://www.pbcgov.com/parks/general/rentals_permits.htm. Tenant shall provide FDO with a copy of the special event permit.

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, the parking areas 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, 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 IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution R-2014-1421, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

Tenant has submitted to Palm Beach County a copy of its non-discrimination policy which is consistent with Palm Beach County Resolution R-2014-1421 as amended, or, in the alternative, if Tenant does not have a written policy or one that conforms to County's policy, Tenant shall sign a statement affirming that it will conform to Palm Beach County Resolution R-2014-1421, as amended.

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 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.

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, which may arise directly, indirectly or proximately as a result of the Disposal of any Hazardous Materials upon the Premises or any violation of this provision. Tenants 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. Tenant acknowledges that 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 expiration or termination of this Lease.

**ARTICLE VII
MAINTENANCE AND OPERATING REPAIR**

Section 7.01 Maintenance and Repair Responsibilities of County.

County shall be solely responsible for the Maintenance and Repair of the foundation and substructure, structural systems, exterior wall systems, roof systems

parking lot substructure, parking lot surface, parking lot lighting (if any), backflow prevention, and water and sewer systems (on the City side of the meter) for the Premises.

Section 7.02 Maintenance and Repair Responsibilities of Tenant for County Real Property.

Except as otherwise expressly provided in Section 7.01 and except as otherwise provided in Article IX, Tenant shall be solely responsible for all costs of, and the performance of, the Maintenance and Repair and operation of the Premises, as required to keep the Premises in good condition at all times, on a year-round basis. Tenant shall be responsible for funding and performing all routine custodial maintenance or service, pest control services, exterior pressure cleaning and window washing, and grounds maintenance. The Maintenance and Repair responsibilities of Tenant include, but are not limited to, the responsibilities in this section 7.02 as well as the Capital Repair responsibilities enumerated in Section 8.02. Tenant is solely responsible for all repairs or maintenance required as a result of a program-related audit or inspection, all program regulatory requirements, code requirements and compliance related repairs. Tenant is solely responsible for those Repairs or Maintenance requirements that are common to the operation of any educational/recreational 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 comply with all development or regulatory approval conditions or requirements applicable to the Premises. Tenant shall be responsible for any damages or Repairs resulting from Tenant's failure to comply with the conditions of this Lease. Tenant shall be solely responsible for all indoor air quality problems or complaints, and any Repairs or Maintenance required in response to such problem or complaint.

Any Maintenance and/or Repair that requires a modification to the walls, ceilings and/or structures or that removes, replaces, and/or alters any infrastructure, cabling or structure within the wall or ceiling is subject to the prior written consent of County in each instance, which may be withheld, granted, or granted subject to conditions as determined by County in its discretion

Section 7.03 Maintenance and Repair of County Personal Property.

All fixtures and all fixed personal property including all items affixed, bolted, installed or otherwise attached to the Premises, including, but not limited to, the security cameras ("County Personal Property") shall remain at the Premises for use by Tenant during the Lease Term. Tenant's use of the County Personal Property shall be strictly limited to use at the Premises. At all times the County Personal 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 Personal 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 Personal Property including, without limitation, any relating to the physical condition of the County Personal Property, or the suitability of the County Personal Property for Tenant's intended use. Tenant certifies that it shall use the County Personal Property in a safe and appropriate manner and for its intended purpose. The County Personal Property shall be Repaired and Maintained by Tenant at Tenant's sole cost and expense. Tenant shall be solely responsible for ensuring that said County Personal Property remains in good operating condition at all times.

Maintenance and Repair responsibilities of Tenant include all Repair and Maintenance of personal property and equipment, including Repair and Maintenance necessary to maintain code or regulatory compliance for all equipment and personal property at the Premises. Tenant shall be solely responsible for all Repair or Maintenance issues identified during program licensing or renewal or as a result of any regulatory inspections, audits or reviews. Tenant is solely responsible for Repair or Maintenance of equipment, including kitchen equipment, telephone services and systems, audio/video systems, closed circuit television systems, computer communication networks and equipment and other personal property.

Section 7.04 Vandalism.

Tenant shall be solely responsible for all Maintenance and Repairs required as a result of acts of vandalism to the interior or exterior of the Premises, County Personal Property and failure of the Tenant to properly secure the Premises.

Section 7.05 Repair and Maintenance Performance Standards.

All Maintenance and Repairs performed by Tenant 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. Tenant's Maintenance and Repair obligations include an affirmative obligation to take expedited remedial and corrective action to remedy conditions that will result in further damage or deterioration to the Premises if not timely corrected. 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 Repair and such that there shall be no impact to County, for example, accelerated renewal/replacement as a result of Tenant's performance of Maintenance and Repair responsibilities, or lack thereof.

Section 7.06 Rights of County Regarding 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 Repair and

Maintenance obligations and to review the condition of the Premises in order to perform County's Maintenance and Repair responsibilities. 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 Repair and Maintenance obligations pursuant to the terms set forth in this Lease, 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 Lease and County may proceed pursuant to Article XIV (Default).

Section 7.07 Signage.

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. 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. Tenant's name shall not be listed on the monument sign.

Section 7.08 Building Plans.

County shall provide Tenant with copies of building plans and specifications ("Building Plans") upon request, if reasonably required by the Tenant for Repair, Maintenance, licensing or other business purposes. 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.

Section 7.09 ADA Compliance Responsibilities.

Tenant has inspected the Premises, including the fixed furniture and equipment, and acknowledges that the Premises, fixed furniture and the equipment are compliant with the requirements of the ADA with or without reasonable accommodations, as of the Effective Date.

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 or permitting of educational, recreational or other programming at the Premises, Tenant additions, changes, deletions or modifications to the Premises, 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 ten (10) business days of receipt of the claim, the Tenant shall evaluate the conditions and present the County with a plan for bringing the Premises into compliance, 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 as described in Article VIII of this Lease. These Capital Repairs shall be funded and performed by Tenant unless Tenant demonstrates that such non-compliance existed and was the County's responsibility prior to the Occupancy Date.

Section 7.10 Reporting of Accidents Required.

In the event of an accident, fall or injury at the Premises, Tenant shall immediately take reasonable and prudent precautionary action as is required to prevent further accident or injury or to prevent further damage to, or deterioration of the Premises. Tenant shall complete a Palm Beach County Supervisor Incident Report Form ("Incident Form"), attached hereto as Exhibit "E" each time there is an accident, fall or injury at the Premises, there is an incident requiring a police response at the Premises, and each time

medical attention is sought as a result of an accident, fall, injury or incident at the Premises.

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 the incident or accident.

Section 7.11 Surplus/Disposal of County Personal Property.

During the Lease Term, Tenant shall contact FDO to obtain instructions regarding the disposition of County Personal Property that Tenant seeks to remove from the Premises because it is no longer required for Tenant's operation or because Tenant desires to dispose of same. FDO shall provide Tenant with instructions regarding the request which may include removal and return to the County or the disposal of same.

At the conclusion of the Term, Tenant shall return all County Personal Property to County in good condition and repair as specified herein, normal wear and tear excepted, unless Tenant has previously returned or disposed of the County Personal Property in accordance to the instructions of FDO.

Tenant shall be solely responsible for loss of or damage to County Personal Property including loss or damage from acts of vandalism, but specifically excluding normal wear and tear. In the event of loss or damage, Tenant shall repair or replace the County Personal 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 Occupancy Date of the Lease.

**ARTICLE VIII
CAPITAL REPAIRS**

Section 8.01 County R/R Projects.

The County shall be solely responsible for performing and funding Capital Repairs for the portion of the Premises for which it conducts Maintenance and Repair responsibilities as identified in Section 7.01. 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, provided, however, that County shall not be required to expend additional sums of money in order to comply with the foregoing requirement.

Section 8.02 Tenant R/R Projects.

No later than January 15 of each year as set forth herein, Tenant shall submit to County its proposed R/R Project Schedule for the Premises. The R/R Project Schedule shall extend over five (5) years with the intent of planning and implementing Capital Repairs on a

scheduled basis to prevent the deterioration of the Facility over time. The County accelerated and completed the County's R/R Project Schedule for the Premises through Fiscal Year 2020 pursuant to Section 5.01 of this Lease. Therefore, the County acknowledges that in the early part of the Lease Term, Tenant's R/R Schedule may reflect few, if any, R/R Projects. County shall meet with Tenant to review and approve the Tenant's R/R Project Schedule including the timing and scope of the projects to ensure that Capital Repairs are implemented in accordance to routine County standards and procedures.

Tenant shall submit detailed plans and specifications to County prior to initiating any work on an R/R Project and all R/R Projects shall be subject to the process and requirements contained in Section 5.03. R/R Projects shall be performed in compliance with the effective Florida Building Code, supplements thereto, and any municipal or local amendments thereto, in a good and workmanlike manner using good quality materials, supplies and components and replacement parts that are of equal or better quality than the quality of those being Repaired or replaced, and shall be performed through completion.

ARTICLE IX UTILITIES

Tenant shall be solely responsible for and promptly pay 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.

County currently provides internet and telephone communication services for the Premises. Tenant may continue current internet and telephone communications services by executing a Service Agreement with the County's Information Systems Services Department. Such services shall be at Tenant's cost. Alternatively, Tenant may obtain a separate service provider for internet and telephone services.

There are two dedicated telephone lines installed at the Premises and currently supported by AT&T for the telefax and for alarm monitoring at the Premises. Tenant shall be responsible for the maintenance and costs of the AT&T dedicated lines. County shall provide fire and intrusion alarm equipment repair and monitoring services pursuant to the terms of the Service Agreement attached hereto as Exhibit "G" and incorporated herein by reference. Both parties shall have the right to cancel said Service Agreement with thirty (30) days advance written notice, in which case Tenant shall be required to obtain and maintain alternative fire and intrusion alarm equipment repair and monitoring services for the Premises throughout the Term of this Lease.

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.

It shall be the responsibility of the Tenant to provide initial evidence of the minimum amounts of insurance coverage referenced herein prior to Tenant's occupancy of the Premises. Said initial evidence shall be sent to:

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

and

Palm Beach County
C/O Facilities Development & Operations Department
Attn: Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33410

During the Term of the Lease and prior to each subsequent renewal thereof, the Tenant shall provide this evidence of compliance with the insurance requirements contained herein to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of 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.

County may request evidence of compliance with the insurance requirements during the Term of this Lease and Tenant shall supply such evidence within forty-eight (48) hours of the County's request to do so, by delivering to the County a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Lease have been obtained and are in full force and effect. In the event

Tenant maintains insurance coverage with deductible amounts in excess of Five Thousand Dollars (\$5,000), County may request evidence of Tenant's current cash on hand sufficient to satisfy said deductible amounts. Tenant shall supply such evidence within forty-eight hours of the County's request to do so, by delivering copies of current bank statements or audited financial statements demonstrating cash on hand to satisfy the deductible amounts if required.

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, including its employees, agents, contractors, vendors and officials, 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, 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 by reason, during, or as a result of; 1) the use and occupancy of the Premises by the Tenant, its agents, employees, licensees, invitees, and any subtenant, 2) the performance, non-performance or purported performance of the Service Agreement attached hereto as Exhibit "G". 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, either 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 use of the Premises on or before thirty (30) days from the Occupancy Date; (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; or (vi) Change in the Tenant's corporate status to for-profit status.

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.

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
ANNUAL BUDGETARY FUNDING/CANCELLATION**

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.

**ARTICLE XVI
EARLY TERMINATION**

Both parties shall have the right to terminate this Agreement, for any reason, upon the expiration of at least Three Hundred and Sixty-Five (365) days prior written notice. 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 this 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:

Housing Partnership, Inc.
2001 Blue Heron Blvd., W.
Riviera Beach, FL 33403-5003

With a copy to:

Gregory Demetriades, Chief Financial Officer
2001 Blue Heron Blvd., W.
Riviera Beach, FL 33403-5003

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 "F", 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 and binding upon the parties from the Effective Date as defined in Section 3.02, but is expressly contingent upon approval by the Board ("Effective Date").

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

WITNESS:

**HOUSING PARTNERSHIP, INC.,
a not for profit corporation**

Angela Lynn
Witness Signature

By: Patrick McNamara
Patrick McNamara, CEO

Angela Lynn
Print Witness Name

(SEAL)

(corporation not for profit)
Gregory Demetriades
Witness Signature

GREGORY DEMETRIADES
Print Witness Name

ATTEST:

**SHARON R. BOCK
CLERK & COMPTRROLLER**

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

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: [Signature]
Assistant County Attorney

By: Amy Wolf
Director, Facilities Development
& Operations

SCHEDULE OF EXHIBITS

EXHIBIT	“A”	THE PROPERTY
EXHIBIT	“B”	THE PREMISES
EXHIBIT	“C”	COUNTY ALTERATIONS AND CAPITAL REPAIRS
EXHIBIT	“D”	FACILITY USE PERMIT APPLICATION
EXHIBIT	“E”	SUPERVISOR INCIDENT FORM
EXHIBIT	“F”	TENANT’S DISCLOSURE OF BENEFICIAL INTERESTS
EXHIBIT	“G”	SERVICE AGREEMENT

EXHIBIT "A"
The Property

SAN CASTLE
1101 Mentone Road
Lantana, FL

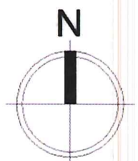


EXHIBIT "B"
The Premises

SAN CASTLE
1101 Mentone Road
Lantana, FL



Premises
outlined in
black.

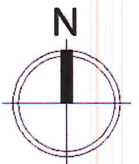


EXHIBIT "C"
County Alterations and Capital Repair

1. Replace air conditioning unit
2. Replace flooring
3. Weather-proof the building exterior
4. Interior renovations and remodeling fix Tenant programming needs

EXHIBIT "D"

COUNTY FACILITY USE PERMIT APPLICATION

This application shall be used solely by Housing Partnership, Inc. ("User") to apply for a permit to use the County owned facility at 1101 Mentone Road, Lantana, (San Castle) for activities requiring County's advance approval pursuant to Sections 6.01 of the Lease Agreement. The application must be submitted at least Ten (10) business days prior to the proposed date of the Use. Please send the completed application to:

PBCFacilityUsePemit@pbcgov.org
Facilities Development & Operations Department (Department)
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Director
Telephone: 561-233-0220
Fax: 561-233-0206

Upon approval of the application by the Department, the User will be informed of any restrictions, special conditions, and/or security requirements for the event. User shall submit payment to the Department for any required PBSO security services at least three (3) business days prior to the event.

1. USER

Name of Entity/Individual: HOUSING PARTNERSHIP, INC.

Address: 1101 Mentone Road

City: Lantana State: FL Zip: _____

Phone: 561-841-3500 Email: jbrown@cp-cto.org or gdemetriades@cp-cto.org

Name of the Authorized Representative : Jaime Lee Brown or Gregory Demetriades

Type of Entity: Public Agency Non-Profit Other (Specify) _____

2. REQUESTED FACILITY

Name of Facility:
(Please include room or area requested) San Castle

Address: 1101 Mentone Road

City: Lantana State: FL Zip: _____

3. FOOD AND BEVERAGE

Use includes food and/or beverage? Yes No

4. NATURE OF USE:

Describe: _____

5. ESTIMATED NUMBER OF ATTENDEES (include User/Staff/Volunteers): _____

6. DATE AND TIME OF USE

Date(s) of Use: _____

Time(s) of Use: _____

7. EQUIPMENT

Special Event Equipment: _____

8. ADDITIONAL USERS

Entity(s)/individual(s) participating in or co-sponsoring the use, if other than User:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: () - Email _____

Contact Person: _____

Type of Entity: Public Agency Non-Profit Other (Specify) _____

9. VENDORS/CATERER

List all vendors of the Event: _____

10. ADVERTISING

Will the event be advertised to the Public? Yes No

If yes, by what means?: Radio TV Other _____

All announcements (verbal and written) bearing the County address or location shall include the following disclaimer:

“This event is not sponsored by or affiliated with Palm Beach County”

FACILITY RULES AND USE POLICY

The User shall strictly adhere to the Facility Rules and Use Policy contained herein at all times.

1. User shall be responsible for items left at the Facility by guests, workers, employees or representatives of the User. The County shall not be responsible for items left by the User.
2. User shall be responsible for all deliveries of equipment or other objects to the Facility.
3. User shall not use the Facility, or any part thereof, for any purpose other than the use contained in the Application without written consent from the Department.
4. User shall not use or store, nor permit to be used or stored, in the Facility, or any part thereof, any substance or object prohibited by law or ordinance, or by standard fire insurance policies issued by companies operating in Florida, including any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha, or similar substances, or explosive of any kind.
5. User shall not store, possess or use drugs or gambling devices at the Facility nor permit others to do so. There shall be no consumption of alcohol and no open container containing alcoholic beverages in the parking lot, outside of the building or in any area of the Premises.
6. For Events involving non-prepackaged food, User acknowledges that there is an inherent risk in serving/providing food to persons known and unknown and that User will exercise reasonable food safety precautions including food handling, preparation and storage safety precautions such as those listed on the following FDA and USDA websites <http://www.fda.gov/Food/ResourcesForYou/Consumers/ucm255180.htm>, http://www.fsis.usda.gov/Fact_Sheets/Barbecue_Food_Safety/index.asp, http://www.fsis.usda.gov/Fact_Sheets/Safe_Food_Handling_Fact_Sheets/index.asp. User shall take reasonable measures to warn invitees and guests with food allergies concerning the potential presence of allergens. User assumes all risks associated with the service of food including food allergies, contamination and other risks inherently associated with serving food products.
7. User shall abide by all laws of the United States, the State of Florida, the County of Palm Beach and all regulations of the Palm Beach County Fire Rescue Department and the Public Health Department.
8. User acknowledges that User shall not exclude any person from participation in its use of the Facility on the grounds of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.
9. Smoking is prohibited in the Facility, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.

10. User shall not employ alternative electrical power sources without the approval of the Department.
11. All Vendors and co-sponsors/participants shall comply with the insurance requirements as set forth below in number 12, and 13 and User shall provide County with evidence of the same at least three (3) business days prior to the Event.
12. Vendors and co-sponsors shall provide and maintain at its sole cost and expense, in a form and content acceptable to the County, Commercial General Liability Coverage at a limit of liability of not less than \$300,000 Each Occurrence and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis. Notwithstanding the foregoing, County may require additional coverage(s) of the type(s) and in the amount(s) specified by the County based upon the requested use. User shall provide County, at least five (5) days prior to the date of the requested use, with a certificate(s) of insurance evidencing the required coverage(s) **and naming Palm Beach County as additional insured and certificate holder.** *The User may choose to purchase insurance coverage(s) through the County's Tenant Applicant's Liability Insurance Program (TULIP) which can be accessed through www.ebi-ins.com/tulip.* **The Additional Insured for County shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents". The Certificate shall read "Palm Beach County Board of County Commissioners c/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603".**
13. Vendors and co-sponsors hereby agree to a Waiver of Subrogation for each insurance policy required herein. When required by the insurer, or should a policy condition not permit Vendor/co-sponsors to enter into a pre-loss agreement to waive subrogation without an endorsement, then vendors/co-sponsors shall notify the insurer and request that 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 specifically prohibiting such an endorsement, or voids coverage should vendor/co-sponsor enter into such an agreement on a pre-loss basis.
14. The User shall protect, defend, reimburse, indemnify and hold Palm Beach County, its agents, designees, employees, and elected officials, free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during, as a result of, or in connection with User's use of the Facility. User assumes the risk associated with the use of the Facility and agrees to hold Palm Beach County and its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, due to their acts, errors or omissions resulting in bodily injury, including death, or damage to User's property incident to or in connection with User's use of the Facility. In the event User is a governmental entity, nothing contained herein shall be construed as a waiver of sovereign immunity or the

statutory limits of liability set forth in Section 768.28, Florida Statutes. User's obligations set forth in this Section 16 shall survive termination, revocation or expiration of this Permit.

15. Use of the Premises constitutes User's agreement to and acceptance of all terms and conditions of this Permit.

Signature of Authorized Representative

Date

**Printed Name and Title
Authorized Representative**

TO BE PROVIDED BY THE COUNTY (after evaluation of the Application):

Special Use Conditions and Fees: _____

By my signing below, I certify that I have the authority to represent and obligate the User listed above and shall comply with the Special Use Conditions, the terms of this Application and all rules, regulations, laws and ordinances of the Palm Beach County Board of County Commissioners in regard to the use of the Facility. I also agree to the indemnification set forth above.

APPROVED BY:

**Director,
Facilities Development & Operations (FDO)**

Date

EXHIBIT "E"



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

EXHIBIT "F"
Tenant's Disclosure of Beneficial Interest

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 Patrick McNamara, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Chief Executive Officer of Housing Partnership, Inc., a Florida not for profit corporation, (the "Tenant") which entity is the lessee of the real property legally described on the attached Attachment "A" (the "Property").
2. Affiant's address is: 2001 Blue Heron Blvd. W, Riviera Beach, FL.
3. Attached hereto, and made a part hereof, as Attachment "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.

_____, Affiant

Print Affiant Name: _____

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 201____, by _____ [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

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

Notary Public

(Print Notary Name)

Housing Partnership, Inc.
1101 Mentone Road

EXHIBIT "G"



Service Agreement

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

**Facilities Development & Operations
Department**
Director: Audrey Wolf
2633 Vista Parkway, West Palm Beach, FL

Electronic Services & Security Division
Division Director
Nancy Albert

I. Housing Partnership, Inc.

- a) “HP” shall mean Housing Partnership, Inc.
- b) “HP Representative(s)” shall mean an employee or employees of HP that will be responsible for administering, managing or performing some or all of the duties pursuant to this Service Agreement and may be the HP Manager.

II. Palm Beach County

- a) “ESS” shall mean the County’s Electronic Services & Security Division.
- b) “ESS Representative” shall mean any employee of ESS or contractor of ESS providing services pursuant to this Service Agreement including the ESS Life Safety Manager.
- c) “ESS Manager” shall mean the Fire and Intrusion Alarm Systems Manager.
- d) “FDO Director” shall mean the Director of Facilities Development & Operations.

III. HP Responsibilities

- a) HP is fully responsible for the operation, safety and security of the Premises, and program participants, invitees and guests.
- b) HP shall provide any ESS Representative requiring access to the Premises with either; 1) escorted access, or 2) unescorted access to all areas of the Premises pursuant to HP’s established access procedures for purposes of review and inspection of the alarm and security systems subject to this Service Agreement.
- c) HP shall not make any improvements, additions, modifications or alterations to the intrusion and alarm monitoring system, equipment or components without the written approval of the ESS Manager.
- d) HP shall identify and provide the ESS Representative with the name and contact information of the HP Representative who has authority to; (1) issue a Request for Service Form and a Request for Project Assignment Form to authorize work by a ESS Representative.
- e) **For each and every fire or intrusion alarm, HP must 1) respond to the Facility to check the status, and 2) contact ESS staff via FDO-ESS-SUPPORT@pbcgov.org and, for after-hours alarms, HP must contact the Emergency Operations Center at (561) 712-6428. (ESS staff monitors all alarms. County’s Fire Rescue Department will bill for all alarms, including false alarms, the cost of which will be passed on to HP).**
- f) HP must establish policies and procedures for fire drills, evacuation plans, and designating emergency personnel that will respond to the Facility after hours. ESS will train HP staff to administer user codes and central station reports for the intrusion system. HP will maintain the list of active user codes and names.

- g) HP must **immediately notify** the ESS Representative of any notice of code violation received by HP involving the fire or intrusion alarm or systems. **A copy of the written violation notice shall be forwarded to the ESS Representative within 24 hours of receipt.**
- h) HP shall provide County with a contact information sheet with the names, titles, telephone numbers and email addresses of the HP 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.**

IV. ESS General Responsibilities

- a) Perform a 100% system test on fire alarm, and security systems prior to HP occupancy and turn over all systems to HP in good working condition.
- b) Designate the email address of FDO-ESS-SUPPORT@pbcgov.org as the primary single point contact for electronic fire and intrusion alarm systems service issues.
- c) Conduct code required FACP inspections and responses. The ESS Life Safety Testing Coordinator shall notify the HP Representative to schedule such inspections in order to minimize disruptions to program operations. Such inspections will be performed as required by code.
- d) Provide the HP Representative 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.

V. ESS Provided Services and Cost

- a) ESS shall perform the following services on an annual basis:
 - (i) January- visual FACP inspection
 - (ii) April- Preventative FACP & Intrusion inspection
 - (iii) July – Full 100% FACP Inspection and intrusion
 - (iv) October – Visual FACP Inspection and intrusion
 - (v) Service calls as requested or on the scheduled bases outlined above, including after hours on call response.
 - (vi) UL Certification (\$100 flat fee)

- b) Charges for the above services are as follows:
- (i) \$65.00 per hour for routine services and travel time.
 - (ii) \$97.50 for after-hours fire alarm responses. All intrusion services to be handled during normal hours 8am-5pm, M-F, excluding holidays.
 - (iii) Batteries and field devices are provided at cost as listed in County's "Maximo" inventory reporting system.
 - (iv) Service charges are subject to adjustment with a minimum of thirty (30) days advance written notice, however, HP shall be charged no more than fees charged to County departments receiving the same services.
- c) The County will contract directly with a third party vendor to perform the fire and intrusion alarm monitoring services (County has an existing contract and this location will be added). HP will be invoiced at County's cost for the monitoring services.
- d) FD&O Fiscal Services shall invoice HP for all services provided from the Maximo reporting database. ESS technicians shall enter all service and parts into Maximo and list them as billable for reporting and billing purposes. HP shall remit payment within fifteen (15) days of invoice date to FDO, Attention Fiscal Services, 2633 Vista Parkway, West Palm Beach, FL.

VI. Cancellation

Both parties shall have the right to cancel this agreement for any reason by providing thirty (30) days advance written notice to the other party at:

Electronic Systems and Services
C/O Director
2633 Vista Parkway
West Palm Beach, FL

And

Housing Partnership, Inc.
C/O Chief Financial Officer
2001 Blue Heron Blvd. W.
Riviera Beach, FL 33404