

08-43-45-28-48-006-0000

LOCATION MAP



Attachment #1

Attachment #2
Lease Agreement (16 pages)

LEASE AGREEMENT

between

CITY OF BOYNTON BEACH

A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

(Landlord)

and

PALM BEACH COUNTY,

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into _____, by and between **CITY OF BOYNTON BEACH**, a municipal corporation organized and existing under the laws for the State of Florida, hereinafter referred to as "Landlord" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, on behalf of Community Services Department, hereinafter referred to as "County".

W I T N E S S E T H:

WHEREAS, Landlord is the owner of certain real property in Palm Beach County, Florida, known as Boynton Beach City Hall located at 100 E. Ocean Avenue, Boynton Beach, Florida, as depicted on Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, the Property is improved with a 107,661 square foot building (the "Building") and County desires to lease space within the Building for the purpose of establishing a Community Services Department satellite office; and

WHEREAS, Landlord is willing to lease space within the Building to the County for the purposes hereinafter defined.

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

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

The premises subject to this Lease shall consist of a conference room and two cubicles, a total of two hundred twenty (220) gross square feet of space in the Building, as determined in accordance with BOMA building measurement standards, and depicted on Exhibit "B" attached hereto and by reference made a part hereof (the "Premises").

Section 1.02 Parking and Common Areas.

The use and occupancy of the Premises by County shall include the right to use parking spaces on a first-come, first-serve basis, as well as the non-exclusive use of the building common areas (the "Common Areas").

Section 1.03 Length of Term and Effective Date.

The term of this Lease shall commence when fully executed by all parties - (the "Effective Date"), and shall extend until February 28, 2028, (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. The term of this Lease shall automatically be extended in successive periods of one (1) year each, under the same terms and conditions of this Lease, unless either party provides the other party ninety (90) days prior written notice that the Lease will not be extended for the upcoming year.

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

County shall pay Landlord for the use and occupancy of the Premises an annual gross rental of One and No/100 Dollars (\$1.00) ("Annual Rent") payable on February 1, 2023 and on each subsequent anniversary thereof. This Lease is intended to be a "gross" lease and County's obligations hereunder shall be limited to those specifically set forth herein.

Section 2.02 Payment.

(a) Payment of Annual Rent will be made upon the receipt of an invoice from Landlord mailed to the Palm Beach County Finance Department at P.O. Box 4036, West Palm Beach, Florida 33402. County is a tax-exempt entity. No sales or use tax shall be included or charged with Annual Rent. Each invoice must be received at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due. Payment of Annual Rent will be mailed to Landlord at the address set forth in Section 16.04 of this Lease.

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

Section 3.01 Use of Premises.

The Premises shall be used for the establishment and operation of a government office to provide direct client intake and other governmental services to the Boynton Beach community surrounding the Premises. County shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Landlord which consent shall not be unreasonably withheld. County's obligations under this Lease are contingent upon such use of the Premises being in compliance with all applicable zoning laws, rules, and regulations affecting the Premises.

Section 3.02 Conduct.

County shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. County acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, county, and local statutes,

laws, rules, and regulations respecting the use and occupancy of the Premises, provided County shall not be required to make alterations, additions, or improvements to the Building in order to conform therewith.

Section 3.03 Hazardous Substances.

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

Section 3.04 Surrender of Premises.

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

**ARTICLE IV
ALTERATION OF LEASED PREMISES**

Section 4.01 Alterations.

County accepts Premises in its "AS IS" condition. The County shall not make any alterations, improvements, or additions to the Premises without prior written consent of the City of Boynton Beach.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

Section 5.01 Responsibility of County.

County shall not be obligated or required to make any repairs or conduct any maintenance whatsoever to the Premises or Building. Notwithstanding the foregoing, Landlord shall have no obligation to repair any damage arising from any negligent or intentional act or omission of County.

Section 5.02 Responsibility of Landlord.

(a) Landlord shall maintain the Premises and all portions of the Building (interior and exterior) in good repair and tenable condition during the Term of this Lease, except in the case of damage arising from any act of negligence of County. If Landlord shall fail to promptly repair any item in the Premises required to be repaired by Landlord under this Lease within thirty (30) days of notice from County of the need for such repair, County may complete such repairs and Landlord shall reimburse County for all expenses incurred by County in doing so.

(b) Landlord shall be responsible for all costs and expenses to ensure that the Premises adheres to the most current version of the American Society of Heating,

Refrigeration and Air-conditioning Engineers' ("ASHRAE") Standards on ventilation for acceptable indoor air quality throughout the Term of this Lease. Should building sickness symptoms materialize subsequent to the Commencement Date, Landlord shall perform at its sole cost and expense necessary air quality and environmental testing of the heating, ventilation and air-conditioning ("HVAC") system servicing the Premises by a certified and licensed environmental company within thirty (30) days of the County's written notice of any adverse conditions, subject to the availability of such certified and licensed technicians. Landlord shall provide County with a copy of all such testing reports. If any such testing report reveals that the HVAC system fails to comply with the ASHRAE Standards and/or does not provide a healthy indoor air environment as required by applicable laws and regulations, Landlord shall remedy such non-compliance with due diligence at its sole cost and expense. If such non-compliance causes a portion or all of the Premises to be untenable, all Rent due and payable for the untenable area of the Premises shall abate until such portion of the Premises is brought into compliance.

**ARTICLE VI
INDEMNIFICATION**

Each party shall be liable for its own actions and negligence and shall indemnify, defend and hold harmless the other party against any actions, claims or damages arising out of the indemnifying party's negligent, willful, or intentional acts or omissions in connection with this Lease. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida State Statutes, §768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions.

**ARTICLE VII
INSURANCE**

Section 7.01 Liability Insurance.

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

Section 7.02 Personal Property.

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

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

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, County shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event the County elects to terminate this Lease as provided in this Section, the Annual Rent payable hereunder shall be prorated to the date of the casualty. In the event County does not exercise its right to terminate this Lease due to any such casualty, Landlord shall promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better. The rental due hereunder relating to the portion of the Premises render untenable shall be abated from the date of such casualty until completion of such restoration.

**ARTICLE IX
UTILITIES AND SERVICES**

Landlord shall provide janitorial, water, sewer, waste disposal, electricity, and telephone utility service to the Premises, at Landlord's sole cost and expense. Landlord shall not be liable for an interruption or failure in the supply of such service to the Premises resulting from a failure of the utility company to provide service to the Premises.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

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

**ARTICLE XI
DEFAULT**

Section 11.01 Default by County.

The occurrence of any one or more of the following shall constitute an Event of Default by County under this Lease: (i) failure by County to pay the Annual Rent within fifteen (15) days after receipt of notice from Landlord; (ii) failure by County to perform or observe any of the agreements, covenants, or conditions contained in this Lease on County's part to be performed or observed for more than thirty (30) days after notice from

Landlord of such failure; (iii) County's vacating or abandoning the Premises; or (iv) County's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Landlord shall have the right to give County notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by County, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within such period or within a reasonable period thereafter if the same cannot be cured within such period and County undertake such cure within such period and the Landlord is so notified, this Lease will continue.

Section 11.02 Default by Landlord.

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

ARTICLE XII ACCESS BY LANDLORD

Landlord and Landlord's agents and employees shall have the right to enter upon the Premises at all reasonable times to examine the same, and to make any repairs which may be required or permitted hereunder. Landlord shall provide County with twenty four (24) hours advance notice prior to exercising such right except in an emergency in which event no notice shall be required and shall exercise such right in a manner which minimizes the impact upon County's use of the Premises.

ARTICLE XIII ANNUAL BUDGETARY FUNDING/CANCELLATION

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County. Notwithstanding anything in this Lease to the contrary, County shall have the

right to cancel this Lease for any reason upon ninety (90) days prior written notice to Landlord, whereupon the parties shall be relieved of all further obligation hereunder.

ARTICLE XIV QUIET ENJOYMENT

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

ARTICLE XV CONDEMNATION

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi public use, the entire compensation or award therefore, including any severance damages, shall be apportioned between Landlord and County in proportion to the value of their respective interests and the rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Premises. County shall also be entitled to receive compensation for the value of any Alterations or other improvements made by County to the Premises and moving expenses. In addition, County may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the County elects to terminate this Lease as provided in this Article, the Rent payable hereunder shall be prorated to the date of termination. County will be allowed not less than sixty (60) days notice to remove its property from the Premises.

ARTICLE XVI MISCELLANEOUS

Section 16.01 Waiver

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

Section 16.02 Public Entity Crimes.

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

Section 16.03 Entire Agreement.

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

Section 16.04 Notices.

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

- (a) If to the Landlord at:
City of Boynton Beach
Economic Development Manager
100 E. Ocean Avenue
Boynton Beach, Florida 33435
Telephone: 561-742-6014
Fax: 561-742-6011

(b) If to the County at:
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

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

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

Section 16.05 Broker's Commission.

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

Section 16.06 Severability.

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

Section 16.07 Captions.

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

Section 16.08 Recording.

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

Section 16.09 Waiver of Jury Trial.

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

Section 16.10 Governing Law and Venue.

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

Section 16.11 Time of Essence.

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

Section 16.12 Benefit and Binding Effect.

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

Section 16.13 Radon.

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

Section 16.14 Non-Exclusivity of Remedies.

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

Section 16.15 Non-Discrimination.

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Lease.

Section 16.16 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against

one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 16.17 Incorporation by Reference.

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

Section 16.18 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 Palm Beach County or employees of County or Landlord.

Section 16.19 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 16.20 Effective Date of Lease.

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

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ATTEST:

COUNTY:

**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

Signed and delivered
in the presence of:

Witness Signature

(SEAL)

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: _____
Department Director

SCHEDULE OF EXHIBITS

EXHIBIT "A" - PROPERTY

EXHIBIT "B" - PREMISES

EXHIBIT "A"

PROPERTY



100 E Ocean Ave, Boynton Beach

08-43-45-28-48-006-0000



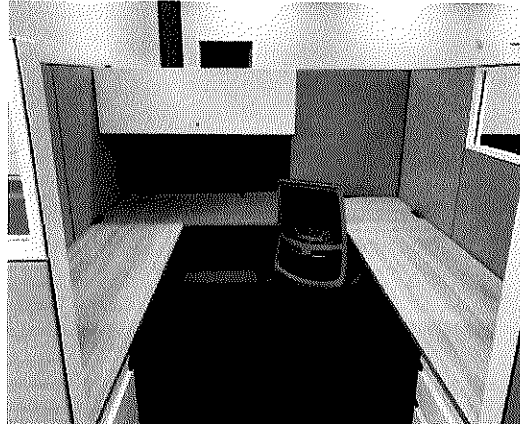
EXHIBIT "B"

PREMISES

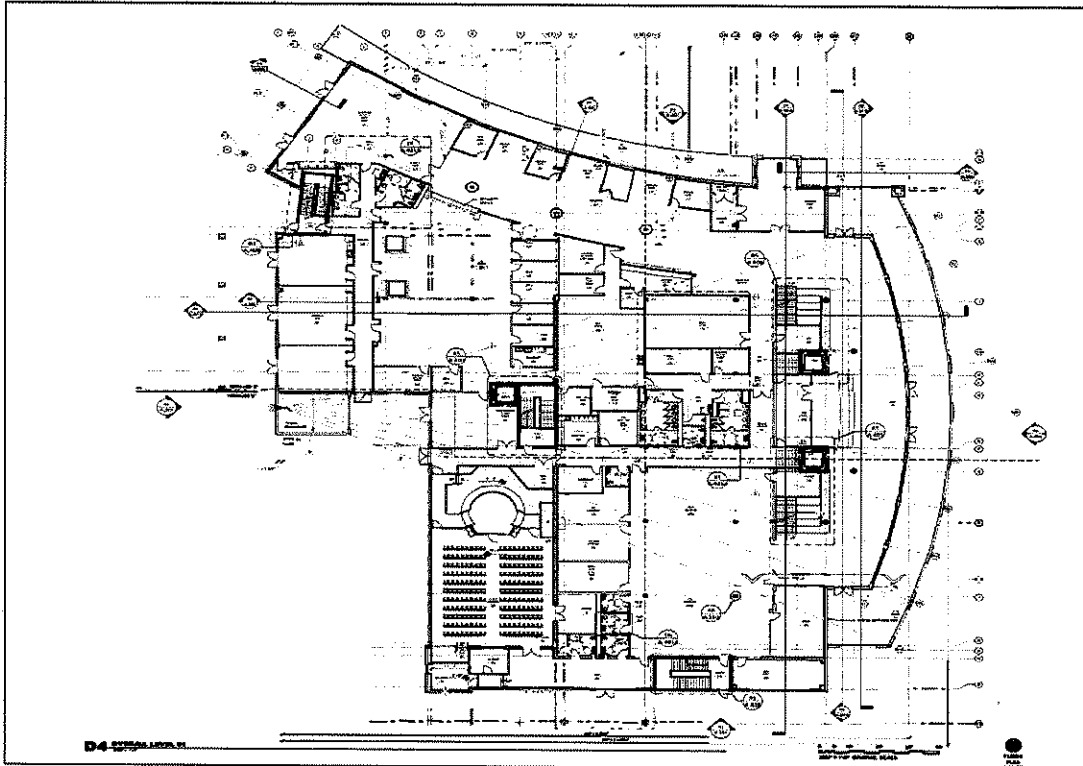
Community Services Area

One (1) Conference Room: 92 SF

Two (2) cubicles: 64 SF each



Building Total: 107,661 SF



Attachment #3
Budget Availability Statement

