

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 11, 2023 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) a Termination Agreement with Housing Partnership, Inc., a not for profit corporation; and
- B) a Lease Agreement with Ric L. Bradshaw, Sheriff, in his official capacity as the Sheriff of Palm Beach County (PBSO), for the use of approximately 1,600 square foot (SF) building located at 1101 Mentone Road in unincorporated Palm Beach County to provide sports, education and mentoring programs for an initial term of five (5) years at an annual rate of \$10.

Summary: On April 7, 2015, the Board of County Commissioners (Board) approved a Lease Agreement (R2015-0451) with Housing Partnership, Inc., a not-for profit corporation (Housing Partnership) for the County-owned 1,600 SF building located at 1101 Mentone Road in unincorporated Palm Beach County, also known as the San Castle Community Center (Community Center) for a term of ten (10) years with five (5) renewal options for two (2) years each, at an annual rental rate of \$10. On September 1, 2015, the Board approved the Restated Lease Agreement (R2015-1113) amending Exhibit "B" (the Premises), and adding Exhibit "G" (a Service Agreement). Housing Partnership has requested that the lease and all obligations thereunder be transferred to PBSO. In lieu of transferring said lease, County wishes to terminate the lease with Housing Partnership, Inc. and enter into the proposed Lease Agreement with PBSO. The initial term of the Lease Agreement is for five (5) years with two (2) options to extend, each for a period of five (5) years. The rent will be \$10 annually and PBSO is responsible for utilities. County will be responsible for maintenance and repair of building systems and PBSO will be responsible for all other operational maintenance and repairs to the property (under the existing lease with Housing Partnership, responsibilities for all maintenance lies with Housing Partnership). Property & Real Estate Management will have administrative responsibility for this Lease Agreement. **(Property & Real Estate Management) District 7 (HJF)**

Background and Justification: Since June 2014, when the responsibility for Head Start was outsourced, Facilities Development & Operations, the Office of Community Revitalization and PBSO have worked diligently to identify a not-for-profit organization to partner with the community to lease and manage the Community Center. Housing Partnership partnered with area service providers such as the Children Services Council, the School Board and Police Athletic League (PAL) to provide life and health skills, education, recreation and language programming at the Community Center for residents. Under the proposed Lease Agreement, PBSO may enter into a sublease with PAL, subject to County approval, to provide sports, education and mentoring programs to residents.

Attachments:

- 1. Location Map
- 2. Termination Agreement
- 3. Lease Agreement (2)
- 4. Budget Availability Statement
- 5. Letter from Housing Partnership Requesting Reassignment of Lease

Recommended By: [Signature] Department Director Date: 4/15/23

Approved By: [Signature] County Administrator Date: 6/29/2023

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$10</u>	<u>\$10</u>	<u>\$10</u>	<u>\$10</u>	<u>\$10</u>
External Revenues	<u>(\$10)</u>	<u>(\$10)</u>	<u>(\$10)</u>	<u>(\$10)</u>	<u>(\$10)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

Does this item include the use of federal funds? Yes _____ No _____

Budget Account No: Fund 0001 Dept 164 Unit 1604 Object 4410
 Program _____
 Fund 0001 Dept 410 Unit 4240 Rev Source 6225

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

Fixed Assets Number _____

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 6/20/23
[Signature] 5/24/2023
 OFMB JA 5/24
 9A 6/20
 5-24-2023
 6-20-2023
[Signature] 5/30/23
 Contract Development and Control
 5/26/23
 TNA 6/28/23
 6/26/23

B. Legal Sufficiency:

[Signature] 6/28/23
 Assistant County Attorney

C. Other Department Review:

Department Director

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



00-43-45-09-00-000-1090

LOCATION MAP



Attachment #2
Lease Termination Agreement (2 @ 4 pages)

TERMINATION AGREEMENT

This Termination Agreement is made as of _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, ("County") and HOUSING PARTNERSHIP, INC., a not for profit corporation ("Tenant").

WITNESSETH

WHEREAS, on September 01, 2015, the County approved a Restated Lease Agreement (R2015-1113) (the "Agreement") for the use of premises 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; and

WHEREAS, Tenant has provided County with formal request to transfer the Agreement to Palm Beach County Sheriff's Office (PBSO); and

WHEREAS, in lieu of transferring the Agreement, County wishes to terminate the Agreement and enter into a new lease agreement with PBSO and Tenant is agreeable to same; and

WHEREAS, the parties now mutually agree to terminate for convenience the Agreement;

Now, therefore, in consideration of the mutual promises contained herein, the County and Tenant agree as follows:

1. The above recitals are incorporated herein by reference.
2. The Agreement is hereby terminated effective July 11, 2023, the date the new lease agreement between County and PBSO is approved by the Board of County Commissioners; and
3. Tenant shall be relieved from all payments of Annual Rent, as defined in the Agreement effective the date of termination of said Agreement.
4. The parties agree that the Agreement shall be considered terminated and of no further force effective July 11, 2023, the date of approval by the Board of County Commissioners, with neither party having any further obligation to the other under the Agreement arising subsequent to such termination.
5. This Termination Agreement shall be binding upon and inure to the benefit of the

parties and their respective representatives, successors, officers, directors, employees, parent corporations, corporate subsidiaries, corporate affiliates, subcontractors, insurers, and assigns. Each of the parties shall have the right to enforce the terms of this Termination Agreement at law or in equity.

6. This Termination Agreement shall be construed in accordance with the laws of the State of Florida.
7. If any term or provision of this Termination Agreement is held to be invalid or unenforceable, the remaining terms and provisions shall remain unaffected thereby.
8. When executed by both parties, this Termination Agreement shall become a fully enforceable and binding contract.
9. No provision of this Termination Agreement 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 Termination Agreement, including but not limited to any citizen or employees of County or Tenant.
10. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. 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 to audit, investigate, monitor, and inspect the activities of the Tenant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

IN WITNESS WHEREOF, the parties have caused this Termination Agreement be executed on the day and year first above written.

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

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

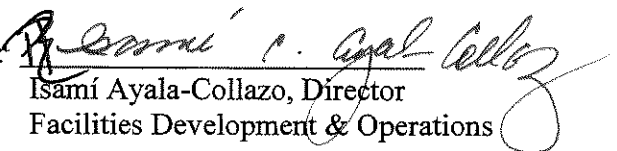
By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: 
Chief Assistant County Attorney

By: 
Isamí Ayala-Collazo, Director
Facilities Development & Operations


Signed, sealed and delivered
in the presence of

TENANT:

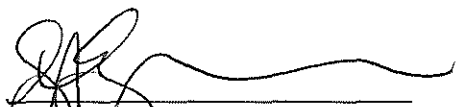
WITNESSES:

HOUSING PARTNERSHIP, INC., a not for
profit corporation


Witness signature

By: 
Scott Hansel, Chief Executive Officer

Sheri C. Millebrook
Print witness name


Witness signature

Jaime-lee Bradshaw
Print witness name

Attachment #3
Lease Agreement (2 @ 17 pages)

PALM BEACH COUNTY

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

and

**RIC L. BRADSHAW, SHERIFF, IN HIS OFFICIAL CAPACITY AS SHERIFF OF
PALM BEACH COUNTY, a State Constitutional Officer
(Tenant)**

LEASE AGREEMENT

THIS LEASE made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and **RIC L. BRADSHAW, SHERIFF**, in his official capacity as **SHERIFF of PALM BEACH COUNTY**, a State Constitutional Officer hereinafter referred to as "TENANT".

WITNESSETH:

WHEREAS, County is the owner of certain real property as more specifically described hereinafter which Tenant desires to lease from County; and

WHEREAS, County is willing to lease such property to Tenant for the use set forth hereinafter; and

WHEREAS, the Tenant is the Sheriff of Palm Beach County, a Constitutional Officer, and operates programs for the community interest and welfare.

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

**ARTICLE I
BASIC LEASE PROVISIONS**

Section 1.01 Premises.

In consideration of the 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 real property legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon (the "Premises").

Section 1.02 Length of Term and Commencement Date.

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

Section 1.03 Option to Extend.

County hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition or payment of rent under this Lease, the right and option to extend the Term of this Lease for two (2) successive periods of five (5) years each under the same terms and conditions of this Lease and commencing upon the expiration of the initial Term of this Lease or any extension thereof. Tenant shall exercise its option to extend, if at all, by written notice to the County received by the County on or before 90 days prior to the expiration of the initial Term of this Lease or any extension thereof.

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

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

Tenant shall pay County an annual rent of Ten Dollars (\$10.00) (the "Annual Rent"), payable without notice on the Effective Date and each subsequent anniversary

thereof. 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.

Section 2.02 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 2.03 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 2.04 Unpaid Fees, Holdover.

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1½ %) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, 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 rent for the Premises, as provided for in Chapter 83.06, Florida Statutes.

Section 2.05 Accord and Satisfaction.

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

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

Section 3.01 Acceptance of Premises by Tenant.

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

alterations, or remodeling of the Premises is required to be done by County as a condition of this Lease.

Section 3.02 Construction of Project.

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

Section 3.03 Alterations.

County shall be responsible for any improvements, additions, modifications or alterations to the Premises.

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

Section 4.01 Use.

Tenant shall use and occupy the Premises solely and exclusively to provide the approved programs and services set forth in Exhibit "B", attached hereto and made a part hereof. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion.

Section 4.02 Waste or Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at Tenant's sole cost and expense and Tenant will keep such refuse in proper fireproof containers on the interior of the Premises until removed. Tenant will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 4.03 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 4.04 Non-Discrimination.

The County is committed to assuring equal opportunity in the award of Leases and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Tenant warrants and represents that throughout the term of this Lease, including any renewals thereof, if applicable, all individuals shall be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information with respect to any activity occurring at the

Premises or conducted pursuant to this Lease. Failure to meet this requirement shall be considered default of this Lease. Tenant warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

Section 4.05 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 and Alterations from the Premises and shall surrender the Premises to the County in the same condition the Premises were in as of the Commencement Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or property within the Premises shall vest in County.

Section 4.06 Hazardous Substance

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and cleanup 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 any violation of the Disposal of any Hazardous Materials upon the Premises or 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.

Section 4.07 Operation of Business

Tenant shall offer at the Premises, the programs and services identified in Exhibit "B" attached hereto and made a part hereof, (the "Approved Programs"). Tenant shall not enter into any agreements with the respect to the Approved Programs, nor offer any programs or services not identified in Exhibit "B" without the written approval of County.

Tenant shall not permit or suffer the use of the Premises (i) for profitable use by any person, group of entity; ii) or as a place of business for any person, group or entity; or iii) for any use not directly related to the Approved Programs unless such use has been consented to by the Director of Facilities Development & Operations (the "Director") on a special event basis as provided for in Section 13 of the Lease.

Tenant shall operate its business upon the Premises during the Term of this Lease with due diligence and efficiency and in a manner prudent and in accord with generally accepted business practices within the locale for Tenant's business.

Tenant shall operate according to the following schedule:

Hours of Operation:

Administrative Office (In school)	Out of School/Summer
Monday – Friday	Monday – Friday
11:00 a.m. – 7:00 p.m.	9:00a.m. – 5:00 p.m.
Youth Center (In school)	Out of School/Summer
Monday – Friday	Monday - Friday
2:00 p.m. – 7:00 p.m.	9:00 a.m. – 5:00 p.m.

PAL observes the following official holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day following, and Christmas Day and the day following. Half days are observed for: Thanksgiving Eve, Christmas Eve and New Year's Eve.

ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of County.

Except as otherwise expressly provided in Section 5.02, County shall be solely responsible for maintenance and repair of the building foundation and substructure, structural systems, exterior wall systems, roof and roof drains, parking lot substructure, surface and lighting (if any), fire sprinkler system, backflow prevention, and water and sewer systems (except for clogged sewer lines caused by Tenant, or its agents, contractors, employees, or invitees), the air conditioning and heating systems and all landscaping on the premises .

There is excepted from the preceding covenant, however: (i) repair, maintenance, or replacement of fixtures provided by Tenant; (ii) repair of damage caused by Tenant, its agents, contractor, employees, or invitees to the Premises; (iii) maintenance, repair and replacement of any plumbing (including grease trap, if applicable), electrical, air conditioning/heating system or equipment inside the Premises which, whether connected directly to the Premises' system or not, were installed by Tenant to specifically serve the Premises; (iv) interior repainting and redecoration, whether or not caused by, or growing out of any breakage, leakage or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment, or other facilities serving the Premises; (v) glass cleaning; and (vi) any fixtures, cooking hood, or cooking equipment, fire suppression system, whether inside the Premises, or solely serving the Premises. The aforementioned exceptions shall be the maintenance obligation of the Tenant at its sole cost and expense.

Section 5.02 Responsibility of Tenant.

Except as otherwise expressly provided in Section 5.01 and except as otherwise provided in Article VI, 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, and all of area inside the fence.

Tenant shall be 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 shall repair/replace, at its sole cost and expense, any structural damage to the Premises which Tenant, or its agents, contractors, employees, or invitees may cause. In the event that Tenant fails to properly perform the maintenance and repair obligations required herein, County shall provide Tenant with written notice thereof; in the event that Tenant fails to take corrective action within fifteen (15) days, County may perform any required maintenance and Tenant shall be liable for all costs and expenses incurred by County.

Section 5.03 County's Right to Inspect.

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

**ARTICLE VI
UTILITIES**

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

**ARTICLE VII
INSURANCE**

Section 7.01 Tenant Insurance Requirements

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Tenant represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended. Tenant shall cause any contractor or subcontractor performing work within the Premises on behalf of Tenant to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Tenant required herein.

If Tenant is not self-insured, Tenant shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Tenant purchase excess liability coverage, Tenant agrees to include County as an Additional Insured.

The Tenant agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Tenant contract with a third-party (Contractor) to perform any service related to the Lease, Tenant shall require the Contractor to provide the following minimum insurance:

Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Tenant and County as Additional Insureds. Tenant shall also require that the Contractor include a Waiver of Subrogation against County.

Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.

Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Tenant shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

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

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

Section 7.02 Sublease Insurance Requirements

Subleasee shall have an obligation to maintain insurance coverage or be self-insured for general liability, worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time and name the County as an additional insured on any policy maintained by PAL, its contractors or subcontractors, as it relates to the use of the Premises.

ARTICLE VIII INDEMNIFICATION

It is understood and agreed that Tenant is merely a Tenant of County and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. Tenant shall to the extent permitted by law, indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease including without limitation those arising as a result of Tenant's use and occupancy of the Premises, any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Premises by reason, during or as a result of the use and occupancy of the Premises by the Tenant, its agents, employees, licensees, invitees and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Notwithstanding anything herein to the contrary, Tenant shall not be obligated to indemnify or hold harmless

County for matters which are judicially determined to be attributable to the negligent or intentional acts or omissions of County. Tenant recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the County in support hereof in accordance with the laws of the State of Florida. This section shall survive the termination of this Lease. 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.

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

ARTICLE IX 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, after County's receipt of the insurance proceeds described in Section 7.04 of this Lease, shall, at its sole option, commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion, or alternatively, County shall have the right, at its option, not to restore the Premises but to terminate this Lease and to retain all insurance proceeds payable on account of said casualty as County's sole property. In the event 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 X 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 absolute discretion. Any attempted 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.

Notwithstanding the foregoing, Tenant may enter into a sub-lease agreement with the Police Athletic League (PAL), subject to the review and approval of the sublease agreement by the County, which sublease agreement shall contain, at a minimum, security for the Premises to be provided by PAL.

ARTICLE XI DEFAULT

Section 11.01 Default by Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after notice from County; (iii) Tenant's vacating or abandoning the Premises; or (iv) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding. 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 11.02 Default by County.

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

ARTICLE XII ANNUAL BUDGETARY FUNDING/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. Notwithstanding anything in this Lease to the contrary, County may cancel this Lease for any reason upon 90 days prior written notice to Tenant.

ARTICLE XIII 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 XIV
MISCELLANEOUS**

Section 14.01 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 them.

Section 14.02 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied, faxed or emailed, 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 telecopied, faxed or emailed 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 County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone 561-233-0217
Fax: (561) 233-0210

with a copy to:

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

- (b) If to the Tenant at:

Palm Beach Sheriff's Office/PAL Program
3228 Gun Club Road
West Palm Beach, FL 33406
Telephone 561-688-3000

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 14.03 Severability.

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

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

Section 14.04 Recording.

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

Section 14.05 Waiver of Jury Trial.

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

Section 14.06 Governing Law and Venue.

This Lease shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Lease will be held in a State court of competent jurisdiction located in Palm Beach County, Florida.

Section 14.07 Radon.

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

Section 14.08 Time of Essence.

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

Section 14.09 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 14.10 Non-exclusivity of Remedies.

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

Section 14.11 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 14.12 Incorporation by Reference.

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

Section 14.13 Survival.

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

Section 14.14 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 Tenant.

Section 14.15 Palm Beach County Office of the Inspector General Audit Requirements:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 14.16 Effective Date of Lease.

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

Section 14.17 Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and tenants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3) (a), Florida Statutes.

Section 14.18 Headings.

The paragraph headings or captions appearing in this Lease are for convenience only, are not part of this Lease, and are not to be considered in interpreting this Lease.

Section 14.19 Condemnation.

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all

documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

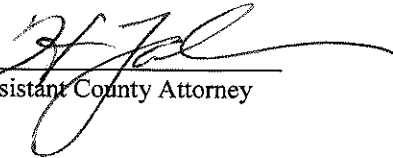
PALM BEACH COUNTY, a political
subdivision of the State of Florida

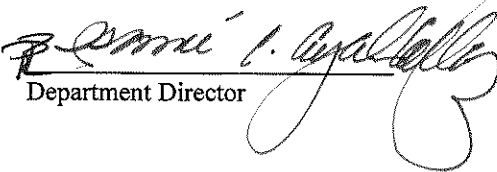
By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

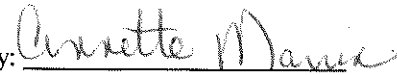
APPROVED AS TO TERMS AND
CONDITIONS

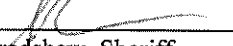
By: 
Assistant County Attorney

By: 
Department Director

ATTEST:

**RIC L. BRADSHAW, IN HIS
OFFICIAL CAPACITY AS SHERIFF
OF PALM BEACH COUNTY,
FLORIDA**, a State Constitutional
Officer

By: 

By: 
Ric L. Bradshaw, Sheriff

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


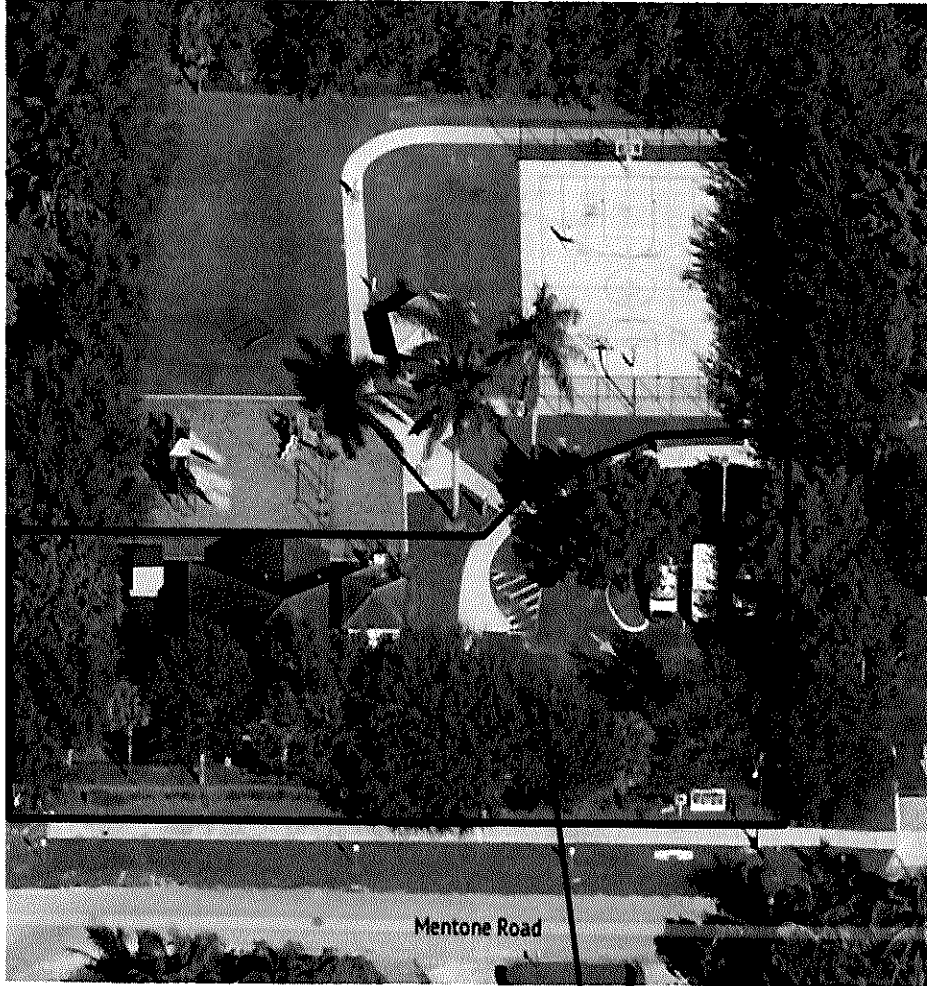
By: 
PBSO Assistant Legal Advisor

EXHIBIT "A"
THE "PREMISES"



Premises outlined
in black.

00-43-45-09-00-000-1090



EXHIBIT "B"
APPROVED PROGRAMS

1. Palm Beach County PAL Programs (Police Athletic League)
2. Educations programs: Homework Assistance, Tutoring, STEM
3. Sports and Recreation programs
4. Field Trips in and out of County
5. Mentoring

Attachment #4
Budget Availability Statement

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 5/10/23 REQUESTED BY: Della M. Lowery PHONE: (561) 233-0239
Real Estate Specialist FAX: (561) 233-0210
PROJECT TITLE: PBSO - PAL @ San Castle PROJECT NO.:2023-5.008

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$10	\$10	\$10	\$10	\$10
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$10</u>	<u>\$10</u>	<u>\$10</u>	<u>\$10</u>	<u>\$10</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER

FUND: 0001 DEPT: 164 UNIT: 1604 OBJ: 4410 SUB OBJ:

IS ITEM INCLUDED IN CURRENT BUDGET: YES NO

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- Ad Valorem (source/type: _____)
- Non-Ad Valorem (source/type: _____)
- Grant (source/type: _____)
- Park Improvement Fund (source/type: _____)
- General Fund Operating Budget Federal/Davis Bacon
- _____ _____ _____

Department: _____

BAS APPROVED BY: Lisa Master DATE: 5/17/23

ENCUMBRANCE NUMBER:

Attachment #5
Letter from Housing Partnership Requesting Reassignment of Lease



2001 Blue Heron Blvd. W.
Riviera Beach, FL 33404-5003
561.841.3500
cp-cto.org

Wednesday, April 30, 2022

Isami Ayala-Collazo
Director of Facilities & Development Operations
2633 Vista Parkway
West Palm Beach, FL 33411

Please allow this letter to serve as a formal request to transfer the lease for the property located at 1101 Mentone Road from Housing Partnership, Inc. (dba Community Partners of South Florida) to PBSO/PAL. The PAL program has been an amazing partner and CPSFL is confident they will continue to create impact by managing the lease for the site.

Community Partners of South Florida is thankful for the trust given back in 2015 to listen to community and co-create a center that is focused on the residents of the San Castle Community. The community wanted a safe place for their children to be. Scott and PAL has brought that and CPSFL couldn't be more excited about their efforts.

If you need any additional information, please do not hesitate to reach out by emailing me at shansel@cp-cto.org.

Thank you,



Scott Hansel
Chief Executive Officer

#ChangingTheOdds

