

EXHIBIT "A"

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R2002 1349

LEASE AGREEMENT

AUG 20 2002

THIS LEASE AGREEMENT, is made this _____ day of _____, 2002, by and between PALM BEACH COUNTY SCHOOL BOARD (hereinafter referred to as "LANDLORD") and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, on behalf of the DEPARTMENT OF COMMUNITY SERVICES, HEAD START AND CHILDREN SERVICES DIVISION (hereinafter referred to as "TENANT").

TENANT is desirous of leasing certain SCHOOL DISTRICT facilities at Delray Full Service Center, 301 S.W. 14th Avenue, Delray Beach, Florida, 33444 on the terms and conditions more particularly set forth as follows:

1. **THE SPECIFIC FACILITIES** are to be exclusively occupied by the Tenant and include room 102, located in Building 9, containing approximately 300 square feet of office space depicted on Exhibit A attached hereto (the "Leased Facilities"). LANDLORD reserves the right to change specific room and Building in its sole discretion.

2. TERMS AND CONDITIONS

A. The term of this Agreement shall be two (2) years from the date first above written.

B. Upon agreement of the parties, this Lease may be renewed annually. TENANT will notify the LANDLORD, in writing, at least sixty (60) days prior to the expiration of the current lease term of its intent to renew said lease.

C. The TENANT shall have three (3) one-year option(s) to renew and the terms and conditions of such renewals shall be mutually agreed to.

D. Any and all improvements made by TENANT to the Leased Facilities must be reviewed and approved by LANDLORD prior to any installation or construction. TENANT will submit a list of said improvements or any plans related thereto to:

Palm Beach County School District
Treasury Department
3322 Forest Hill Boulevard, C-323
West Palm Beach, Florida 33406-5813

Approval will be furnished to TENANT by the LANDLORD's staff within fifteen (15) working days after submission of said plans. Tenant will obtain all necessary permits for approved work.

3. **LEASE COSTS**

A. The Rent payable annually in advance by TENANT for the Term of this Lease for the use and occupancy of the Premises is One Dollar (\$1.00) per annum. TENANT is a tax exempt entity as evidenced by tax exemption #60-2211519753C. No sales or use tax shall be included or charged with Rent or any other payment required of tenant pursuant to this Lease. Payment of Rent will be mailed to LANDLORD as stated in Section 10 of this Lease.

B. TENANT shall keep, repair and maintain the Leased Facilities in good order and repair, and in a clean safe and healthy condition, normal wear and tear excepted and shall deliver possession of the Lease Facilities to LANDLORD in such condition at the termination of this Lease; provided, however, that should such repairs or maintenance result from fire, windstorm, flood or other such casualty or result from the fault, negligence or neglect of LANDLORD or its agents, then the responsibility therefor shall be that of the LANDLORD.

LANDLORD shall keep, repair and maintain the foundation, electrical, HVAC, plumbing, structural components, common areas and components thereof, parking areas and roof of the Leased Facilities, in good order and repair and in clean, safe and healthy condition, normal wear and tear only excepted.

LANDLORD shall provide all electricity, trash removal, and utility service to the Leased Facilities; heating and air conditioning to the Leased Facilities suitable to maintain comfortable temperature and humidity; janitor service for common area cleaning; water in the common areas for lavatory and drinking purposes; replacement of all lamps, bulbs, starters and ballasts in the common area; and maintenance, repair and upkeep of all common areas and landscaping.

C. TENANT shall deliver and surrender to LANDLORD possession of the Leased Facilities upon the expiration of this Lease, or its earlier termination under the terms hereof. The Leased Facilities are to be in as good a condition and repair at the time of such surrender as at the commencement of the term hereof (loss by fire, casualty, act of God, and ordinary wear and tear excepted).

D. LANDLORD shall not be liable to TENANT for the interruption of utility services for the Leased Facilities except (i) where LANDLORD fails to promptly restore utility services to the Leased Facilities as soon as is practical under the circumstances or (ii) where such interruption is the result of the LANDLORD's unreasonable delay in the making of necessary repairs or improvements or the result of the negligence, misconduct or default under this lease of LANDLORD or of any janitor, employee, invitee, or agent of LANDLORD.

E. TENANT agrees, at its own costs and expense, throughout the term of this Lease, to comply promptly with all orders, rules, regulations and requirements of every kind and nature relating to compliance with the use or occupancy of the Leased Facilities, now or hereafter in force and effect, of federal, state, municipal or other governmental authorities, provided, however, that Tenant will not be obligated to make alterations, additions, repairs, or improvements to the Leased Facility in order to comply therewith unless the same are caused or necessitated solely by Tenant's use of the Leased Facility.

4. DEFAULT AND REMEDIES

A. If TENANT defaults (a) in the payment of rent, or any other item to be paid by TENANT hereunder, and such default shall not have been cured within ten (10) days after written notice thereof by LANDLORD to TENANT; or (b) in the performance of any other term, covenant, or condition of this Lease, and such default shall not have been cured within thirty (30) days after receipt of written notice thereof by LANDLORD to TENANT or in the event that such default cannot reasonably be cured within such thirty (30) day period where TENANT has not commenced and is diligently pursuing the cure of such default; LANDLORD may (i) re-enter and take possession of the Leased Facilities for the

TENANT's account; (ii) terminate this Lease and recover the unpaid rents then due, or (iii) recover damages incurred as a result of TENANT's breach.

B. If LANDLORD defaults by failure to perform as required under the terms and conditions of this Lease and such default is not cured within thirty (30) days of notice thereof or such shorter period of time as may be reasonable under the circumstances, TENANT shall be entitled to seek any remedy available to it at law or equity, including the right to terminate this lease, the right to recover damages and incidental costs arising from such default, or the right to seek specific performance.

5. **USE.** The Leased Facilities shall be occupied and used solely for the purpose to administer and run the *Free To Grow* drug prevention initiative operated by Palm Beach County Head Start/Early Head Start. The LANDLORD shall allow TENANT use of the Leased Facilities on all days and hours that TENANT must provide program services in accordance with School Board policy.

A. Non-Interference: TENANT shall not unreasonably interfere with school operations of the Board or its affiliates in performing this Agreement.

B. LANDLORD shall not have any obligation to monitor, review, and/or evaluate TENANT's programs, operations, facilities, and/or personnel for safety, standards, compliance with laws, regulations, practices and/or otherwise.

C. TENANT's use shall comply with all current School District of Palm Beach County's Policies. The School District's Policies are located at <http://www.palmbeach.k12.fl.us/> and are incorporated herein. It shall be TENANT's responsibility to comply with all School Board policies as they may be modified from time to time during the Term of this Lease Agreement.

6. **INSURANCE**

A. Prior to execution of this Lease by LANDLORD, TENANT shall provide either a certificate evidencing insurance coverages as required herein or a statement of self insurance from the TENANT's Risk Manager. TENANT shall, during the term of this Lease and any extension hereof, maintain in full force and effect, self-insured or commercial

general liability insurance, including contractual liability and completed operations liability, in the amounts specified in Section 768.28, Florida Statutes, as amended, to specifically cover all exposures associated with the terms and conditions of this Lease. Where permissible with respect to the above coverage, such policy shall include LANDLORD with at least thirty (30) days prior notice in the event of cancellation, non-renewal, or material adverse change in coverage. Compliance with the foregoing requirements shall not relieve TENANT of its liability and obligations under this Lease.

7. 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 Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions.

8. LANDLORD'S RIGHT OF ENTRY. LANDLORD, or any of LANDLORD's agents, shall have the right to enter the Leased Facilities upon reasonable advance notice, during all reasonable hours to undertake such maintenance, and to make such repairs, additions, and alterations as are reasonably necessary. LANDLORD's entry shall be made in full compliance with TENANT's security procedures and shall not interfere with the TENANT's intended use of the leased facilities. LANDLORD will, to the extent feasible, conduct any inspection and entry either before or after school hours and in the presence of TENANT's authorized representative and after providing notice to TENANT of LANDLORD's reason for and time of entry.

9. REPAIRS. If the responsibility for repairs is TENANT's pursuant to Section 3(B) above, LANDLORD shall refrain from performing maintenance or making repairs, additions or alterations until TENANT has failed to perform or commence the same after twenty (20) days prior notice of the need and propriety thereof from LANDLORD.

TENANT also grants LANDLORD the right to enter the Leased Facilities at any time, in the event of an emergency, to correct an emergency condition. In the event of any such emergency, LANDLORD shall observe and comply with TENANT's security practices. LANDLORD shall give TENANT prompt notice of any emergency condition occurring on the Leased Facilities.

10. **ADDRESS FOR NOTICE AND RENT.** Notices to TENANT under this Lease shall be addressed to TENANT and mailed or delivered to:

Property & Real Estate Management Division
Attn: Ross Hering, Director
3323 Belvedere Road, Building 503
West Palm Beach, FL 33406

With a copy to:

Head Start and Children Services Division
Attn: Dr. Carmen Nicholas, Director
3323 Belvedere Road, Building 501
West Palm Beach, Florida 33406

Notices to LANDLORD under this Lease shall be addressed to LANDLORD, and mailed or delivered to:

DELRAY FULL SERVICE CENTER
Attn: Principal
301 S.W. 14TH Avenue
Delray Beach, Florida 33444

All rent and all other sums due under this Lease shall be delivered to LANDLORD at the above address, and all notices under this Lease shall be given by personal delivery or by registered or certified mail, return receipt requested or Federal Express delivery or other similar overnight courier delivery, at the addresses set out above (unless the party to receive such sums or such notice has given the other party prior written notice of a new address for such purpose, in which case the new address shall be used). In the case of notices, the date of receipt thereof shall be considered the date of the giving of notice.

11. **NO WAIVER.** No waiver by LANDLORD or TENANT of any breach of any term, covenant, or condition contained in this Lease shall be deemed to imply or constitute a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance

of Rent or other amounts due hereunder by LANDLORD shall not be deemed to be a waiver of any preceding breach by TENANT of any term, covenant or condition of this Lease, other than the failure of TENANT to pay the particular amount so accepted, regardless of LANDLORD's knowledge of such preceding breach at the time of acceptance of such amount, and no such payment by TENANT of any rents due hereunder shall be deemed a waiver of any preceding breach by LANDLORD. No covenant, term, or condition of this Lease shall be deemed to have been waived by LANDLORD or TENANT, unless such waiver be in writing. The rights and remedies created by this lease are cumulative, and are not intended to be exclusive. The use of one remedy under this Lease shall not be taken to exclude or waive the right or use of another, and each party shall be entitled to pursue all remedies generally available under the laws of the State of Florida.

12. **INVALIDITY OF A PORTION OF LEASE.** If any clause or provision of this Lease is or becomes illegal, unenforceable, or otherwise invalid, because of present or future laws, or any rule or regulation of any governmental body or entity, effective during its term, then the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby.

13. **TERMS BINDING ON SUCCESSORS IN INTEREST.** The respective rights and obligations hereunder shall inure to, and be binding upon, the respective parties, legal representatives, assigns, grantees and successors in interest of LANDLORD, and shall also inure to, and be binding upon, the permitted assigns and successors in interest of TENANT.

14. **ENVIRONMENTAL MATTERS**

A. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a Leased Facility 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 your county public health unit. TENANT acknowledges receipt of this notice prior to the execution of this LEASE.

The LANDLORD has not undertaken any independent study of the radon

levels in this building. The above notice should not be construed or interpreted as a notice that the Leased Facility is exposed to quantities of radon which pose a health risk. The notice is included in this lease simply because radon disclosures are now required in all leases pursuant to Florida law.

B. **Hazardous Materials.** LANDLORD warrants and represents that to the best of LANDLORD's knowledge, no Hazardous Materials, are or have ever been stored, used, maintained, released, or disposed on the Leased Facility in violation of any federal, state, or local law, ordinance, rule, or regulation. TENANT covenants and agrees that TENANT will not store, use, maintain, release, or dispose of Hazardous Material on the Leased Facility in violation of any federal, state, or local law, ordinance, rule, or regulation. Each party agrees to indemnify the other party pursuant to paragraph 7 hereof for any violation of this paragraph 14. For the purpose of this Paragraph 14, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sec. 9061 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. sec. 1802; and Resources Conservation and Recovery Act, 42 U.S.C. sec 6901 et seq.; and those substances defined as "hazardous wastes" in any applicable state statutes and in the regulations adopted and publications promulgated pursuant to said laws. Failure to comply with the conditions contained herein shall constitute a default under this Lease. Nothing contained herein shall be construed to constitute a waiver of sovereign immunity as provided in Section 768.28, Florida Statutes, as amended.

15. **TENANT FUNDING.** LANDLORD acknowledges and understands that TENANT's intended use is contingent upon funding from the State of Florida. If TENANT loses all or substantially all of TENANT's funding from the State of Florida or the state's funding agency, then TENANT may terminate this Lease and thereby end all its obligations under this Lease without penalty.

16. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Florida.

17. **CONSTRUCTION.** This Agreement shall not be construed against the

party who drafted the same. All parties to this Agreement have obtained legal counsel of their choosing to determine the adequacy of this Agreement.

18. **VENUE.** Should any litigation arise from this Agreement, venue shall lie in Palm Beach County, Florida.

19. **ASSIGNMENT.** This Agreement shall not be assigned without prior written School Board approval, and the School Board reserves the right to unreasonably withhold approval.

20. **AMENDMENTS.** This Agreement may not be modified except in writing executed by the parties hereto, their successors and/or assigns.

21. **SIGNS.** The TENANT must, prior to installing any sign, receive LANDLORD's prior written approval of any proposed sign. For signs that require a building permit, the TENANT will submit a "permit ready" set of sign plans for LANDLORD'S approval. Notwithstanding the fact that LANDLORD shall have approved the plans the TENANT must comply with all applicable governmental rules and laws concerning signs and their installation.

22. **PARKING.** There shall be no parking outside of the designated parking area.

23. **ACKNOWLEDGMENT REGARDING LIABILITY PROVISIONS.** LANDLORD and TENANT agree that this Lease is not an attempt to waive sovereign immunity beyond that which is permitted by law.

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NOW, THEREFORE, the parties hereto have affixed their signatures on the day and year first above written.

R2002 1349

LANDLORD:

TENANT:

THE SCHOOL BOARD OF PALM COUNTY

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

By: [Signature]
Thomas Lynch, Chair

By: [Signature] AUG 20 2002
Warren H. Newell, Chairman

By: _____
By: [Signature]
Secretary (Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature] 4/26/02
School District Attorney

DOROTHY H. WILKINSON
Board of County Commissioners
By: [Signature]
Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

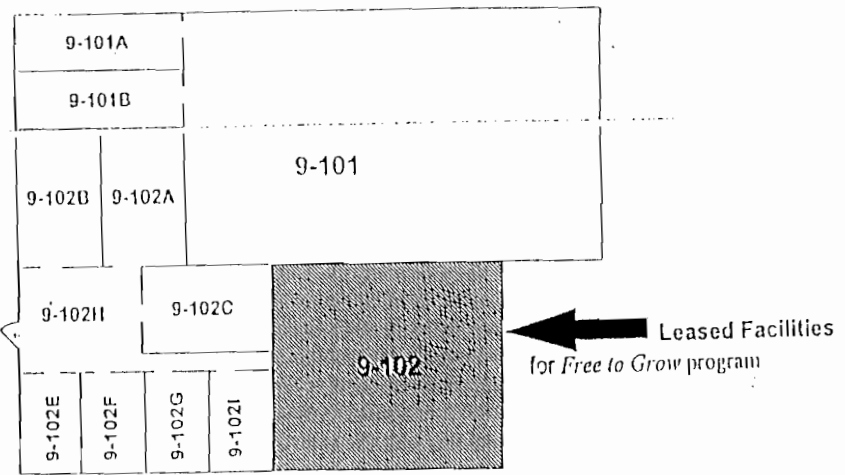
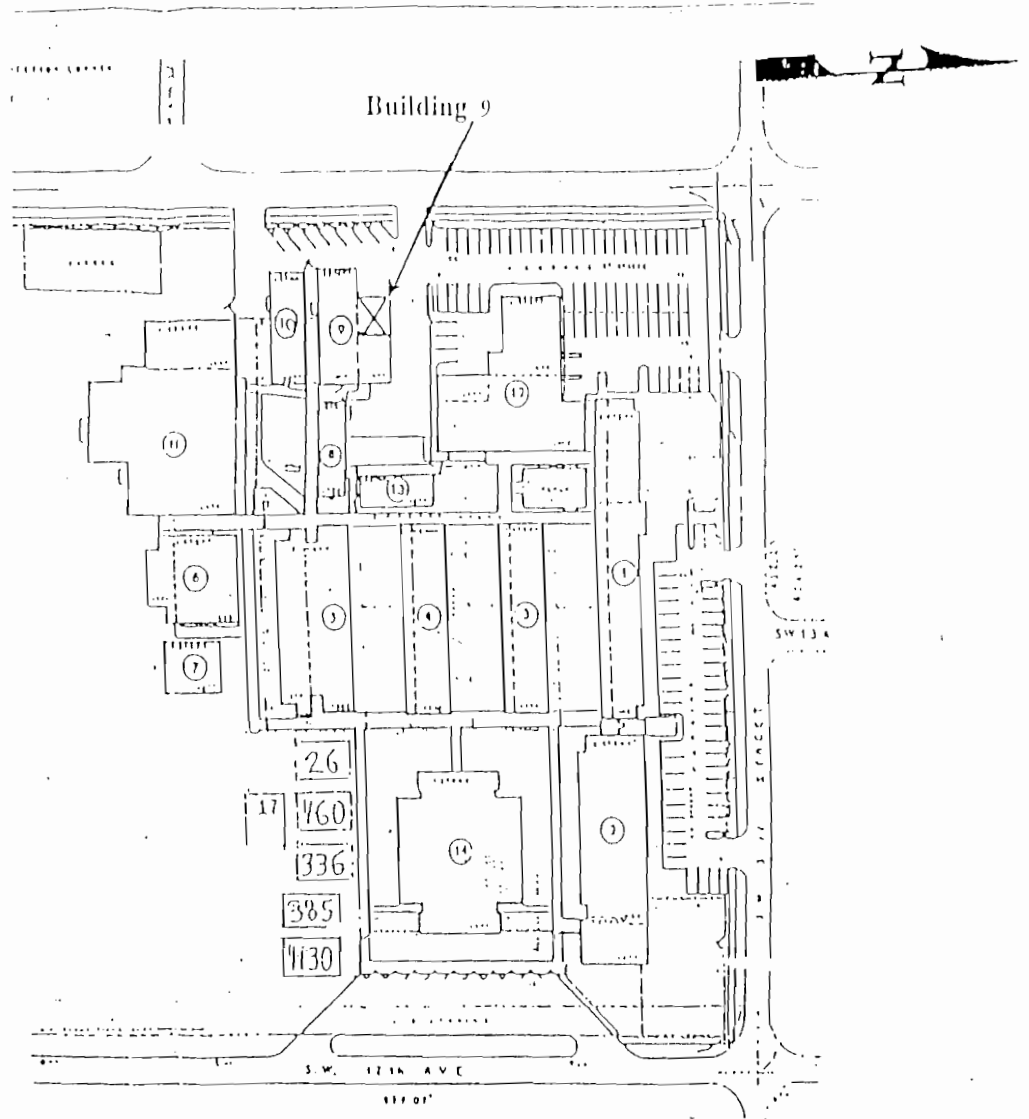
[Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

[Signature]
Audrey Wolf, Director, Facilities Development and Operations

EXHIBIT A

Delray Full Service Center



Building 9
Delray Full Service Center