

EXHIBIT "A"

SERVICE AGREEMENT

between

TOWN OF LAKE PARK

A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

(Town)

and

PALM BEACH COUNTY,

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

SERVICE AGREEMENT

THIS SERVICE AGREEMENT, made and entered into _____, by and between **TOWN OF LAKE PARK**, a municipal corporation organized and existing under the laws for the State of Florida, hereinafter referred to as "Town" 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, Town is the owner of certain real property in Palm Beach County, Florida, known as Lake Park Public Library, 529 Park Avenue, Lake Park, 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 9,124 square foot building (the "Building") and County desires to occupy space within the Building for the purpose of establishing a temporary Community Services Department satellite office; and

WHEREAS, Town is willing to provide 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 Town demises and provides to County on the Town's Premises as hereinafter defined upon the following terms and conditions:

ARTICLE I BASIC SERVICE AGREEMENT PROVISIONS

Section 1.01 Premises.

The premises subject to this Service Agreement (the "Agreement") shall consist of a multi-use room which is a total of one hundred thirty (130) 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 Agreement shall commence upon the Effective Date, as hereinafter defined and shall extend for five (5) years, (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement. The term of this Agreement shall automatically be extended for successive periods of one (1) year each, upon the same terms and conditions as this Agreement. Notwithstanding anything in this Agreement to the contrary, during the initial term of this Agreement or any extension of the Term of this Agreement, the Town and the County shall have the right to cancel this Agreement for any reason upon sixty (60) days prior written notice to the other party.

**ARTICLE II
RENT**

Section 2.01 Rent.

There shall be no cost to the County for the use and occupancy of the Premises.

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

Section 3.01 Use of Premises.

The Premises shall be used as a temporary satellite office to provide navigation, linkage, and customer service ("Services") to the general public, with a focus on working with families experiencing or at risk of experiencing homelessness, at least one time per week, during business operating hours of the library. County shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Town which consent shall not be unreasonably withheld. County's obligations under this Agreement 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 shall, throughout the Term of this Agreement, utilize the Premises 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 Agreement, County, at its sole cost and expense, shall remove County's personal property and equipment from the Premises, and shall surrender the Premises to the Town. Upon surrender of the Premises, title to any County alterations shall vest in Town.

**ARTICLE IV
ALTERATION OF 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 Town.

**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, Town shall have no obligation to repair any damage arising from any negligent or intentional act or omission of County.

Section 5.02 Responsibility of Town.

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

(b) Town 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 Agreement. Should building sickness symptoms materialize subsequent to the Effective Date, Town shall cause to be performed 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. Town 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, Town 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, notice should be given to the County at least one day prior to the day the County staff is scheduled to report to the Premises and the County services provided on the Premises will be postponed 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 Agreement. 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. This includes any claim or amount arising out of or recovered under the Workers Compensation Law or arising out of the failure of either party to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of both parties that in all instances, each respective party will be responsible for primary loss investigation, defense, and judgment costs wherever it is applicable. Further, each party agrees to waive all rights of subrogation against the other, its officers, officials, agents, and employees for losses arising out of or resulting from any claims. This obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for either party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This provision survives the Agreement.

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 in the Premises shall be at the risk of the County or the owner thereof. Except as otherwise provided herein, Town shall not be liable for any damage to such personal property, except to the extent caused by the Town, 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 Agreement, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, County shall have the right to terminate this Agreement, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event County does not exercise its right to terminate this Agreement due to any such casualty, Town shall promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better. The County services provided hereunder shall be postponed from the date of such casualty until completion of such restoration.

**ARTICLE IX
UTILITIES AND SERVICES**

Town shall provide janitorial, water, sewer, waste disposal, electricity, and telephone utility service to the Premises, at Town's sole cost and expense. Town 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 Agreement in whole or in part, nor sublet all or any portion of the Premises, without Town'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 Town shall be subject to the terms of this Agreement.

**ARTICLE XI
DEFAULT**

Section 11.01 Default by County.

The occurrence of the following shall constitute an Event of Default by County under this Agreement: failure by County to perform or observe any of the agreements, covenants, or conditions contained in this Agreement on County's part to be performed or observed for more than thirty (30) days after notice from Town of such failure. In the Event a Default occurs, then, at any time thereafter while the Event of Default continues, Town shall have the right to give County notice that Town intends to terminate this Agreement upon a specified date not less than thirty (30) days after the date notice is received by County, and this Agreement shall then expire on the date specified as if that date had been

originally fixed as the expiration date of the Term of this Agreement. 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 Town is so notified, this Agreement will continue.

Section 11.02 Default by Town.

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

**ARTICLE XII
ACCESS BY TOWN**

Town and Town'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. Town 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. Town shall exercise such right in a manner which minimizes the impact upon County's use of the Premises.

ARTICLE XIII

Reserved.

**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 Town or any other person or persons lawfully or equitably claiming by, through, or under the Town, subject, nevertheless, to the terms and conditions of this Agreement.

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 therefor, including any severance damages, shall be apportioned between Town and County in proportion to the value of their respective interests 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 Agreement in which event this Agreement 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. 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 a party 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 Town to or of any act by County requiring Town's consent or approval shall not be deemed to waive or render unnecessary Town'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, Town hereby certifies that neither Town 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 Agreement. This certification is required pursuant to Florida State Statutes 287.133 (3)(a).

Section 16.03 Entire Agreement.

This Agreement and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Town and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Agreement shall be binding upon Town 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 Town at:

Lake Park Public Library
Attn: Library Director
529 Park Avenue
Lake Park, FL 33403
Telephone: 561-881-3331

With a copy to:

Lake Park Public Library
Attn: Assistant Library Director
529 Park Avenue
Lake Park, FL 33403
Telephone: 561-881-3337

- (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

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

Any party may from time to time change the address to which notice under this Agreement 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 Agreement.

Section 16.06 Severability.

If any term of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 16.07 Captions.

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

Section 16.08 Recording.

County shall be entitled to record this Agreement or a Memorandum of Agreement 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 AGREEMENT.

Section 16.10 Governing Law and Venue.

This Agreement 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 Agreement in which time of performance is a factor.

Section 16.12 Benefit and Binding Effect.

This Agreement 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 Agreement.

Section 16.16 Construction.

No party shall be considered the author of this Agreement 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 Agreement 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 Agreement 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 Agreement by reference.

Section 16.18 No Third Party Beneficiary.

No provision of this 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 Agreement, including but not limited to any citizens of Palm Beach County or employees of County or Town.

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 Interactions with County Staff.

In all interactions with County staff, Town and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

Section 16.21 Effective Date of Agreement.

This Agreement 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 (“the Effective Date”).

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IN WITNESS WHEREOF, Town and County have executed this Agreement, or have caused the same to be executed, as of the day and year first above written.

ATTEST:

TOWN:

TOWN OF LAKE PARK, a municipal Corporation of the State of Florida

By: _____
Town Clerk

By: _____
Town Manager

Date: _____

WITNESS:

(SEAL)

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Town Attorney

Date: _____

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: _____
Maria Sachs, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: _____
Department Director

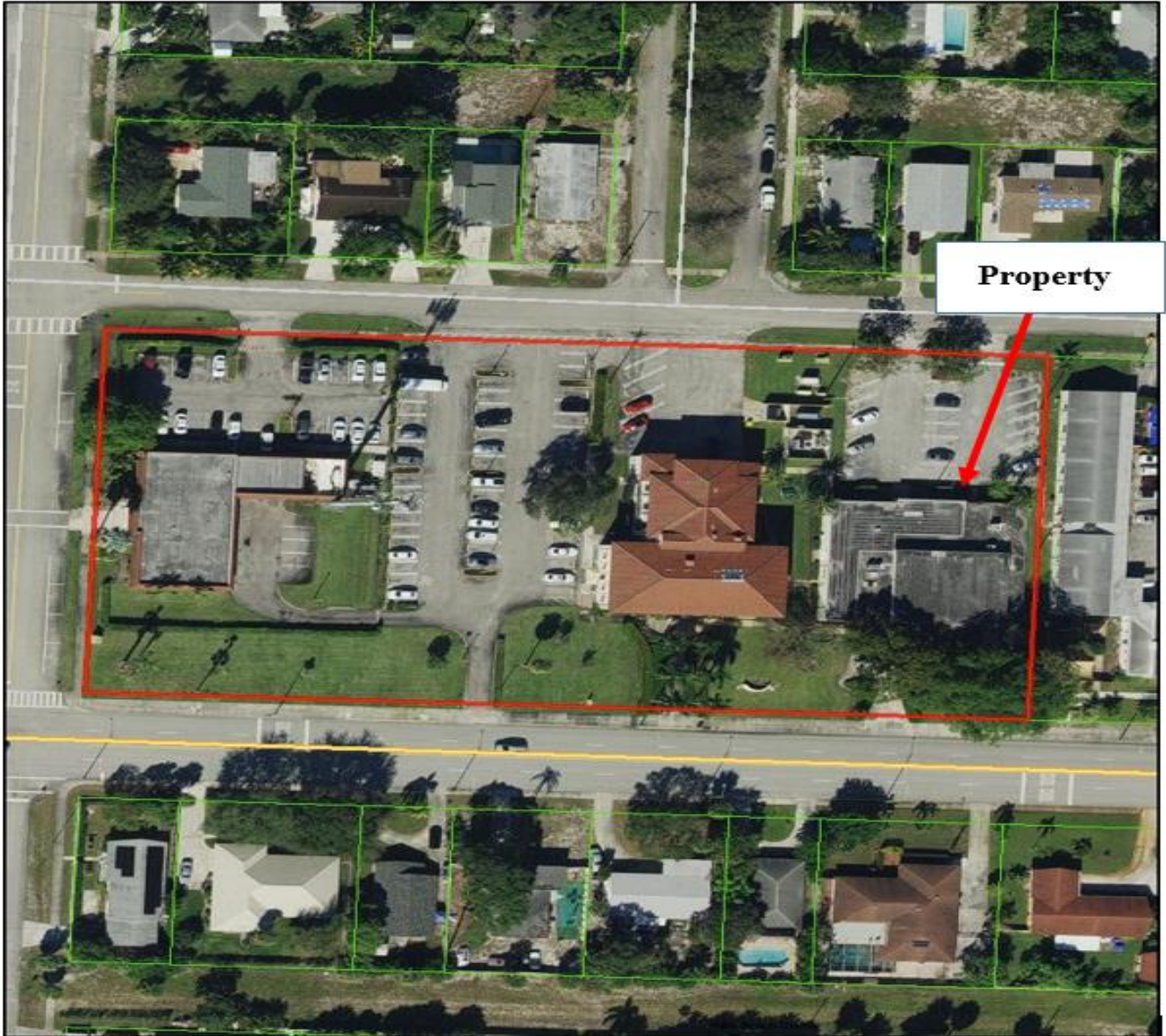
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SCHEDULE OF EXHIBITS

EXHIBIT "A" - PROPERTY

EXHIBIT "B" - PREMISES

EXHIBIT "A"
PROPERTY



Town of Lake Park Library, 529 Park Avenue
Lake Park, FL

EXHIBIT "B"
PREMISES

