

EXHIBIT "1"

FACILITY USE AND HOLD HARMLESS AGREEMENT

THIS FACILITY USE AND HOLD HARMLESS AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2025, by and between the Seacoast Utility Authority, a not-for-profit, governmental regional utility, 4200 Hood Road, Palm Beach Gardens, Florida 33410 ("SUA"), and the Town of Lake Park, a Florida municipal corporation, 535 Park Avenue, Lake Park, Florida 33408 ("Town").

RECITALS

WHEREAS, the Town owns an undeveloped parcel of land described on Exhibit A attached hereto ("Facility"); and

WHEREAS, SUA desires to utilize a portion of the Facility's property for the staging and storage of materials (millings, pipes, fittings, etc.) required for the replacement of water mains within the Town ("Project"); and

WHEREAS, the Town has agreed to allow SUA to utilize the Facility for the staging and storage of Project materials subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, parties hereby agree as follows:

1. Recitals

The foregoing recitals are hereby ratified and incorporated herein by reference.

2. Use of Facility

A. The Town hereby grants SUA, its contractors, consultants, suppliers and agents use of the storage yard located at the Facility for the storage of equipment and materials relating to the Project. The materials shall consist of bundles of pipe approximately twenty (20) feet long by eight (8) feet wide by eight (8) feet tall, in addition to several pallets of fittings, hydrants, valves, and other accessories. Equipment shall include automobiles, trucks, and associated construction fuel storage and containment. The Town shall also allow the placement of one shipping container for locked storage.

B. SUA shall occupy the portions of the Facility for the specific purposes identified in Attachment B attached hereto and incorporated herein by reference. SUA and its Contractor shall utilize the entrance identified in Exhibit B attached hereto. SUA shall be solely responsible for ensuring the security of the stored materials and the locking of gates with no recourse to the Town. The Fenced Area identified in Exhibit B shall be surrounded by a temporary chain link fence and gate installed by SUA.

C. SUA's use of the Facility shall not interfere with, obstruct, or endanger the Town's operations or use of the Facility for governmental operations.

D. SUA and its Contractor shall provide for its own waste and litter containment and removal.

3. Term and Termination

A. The term of this Agreement shall commence on the date set forth above and shall continue for a period of one (1) year. By mutual written agreement, the parties may agree to extend the term for additional thirty (30) day periods and this action may be approved by the Town Manager, as needed.

B. Either party may terminate this Agreement with or without cause upon sixty (60) days' written notice to the other party.

4. Indemnification and Hold Harmless

In consideration for its use of the Facility, SUA agrees to indemnify, defend, and hold harmless the Town, its officers, agents, employees, servants, designees, and appointees from and against any and all claims, suits, and demands of liability, loss, or damage whatsoever, including attorneys' fees and costs and attorneys' fees and costs on appeal, from all claims, demands, debts, damages, liabilities, obligations, actions, or causes of action, whether known or unknown, foreseen or unforeseen, fixed, accrued or contingent, liquidated or unliquidated, matured or unmatured, direct or derivative, or consequential based in contract, tort, statute, regulation, or otherwise arising from or in any way connected with SUA's or its Contractor's access to, use of, and/or presence at the Facility. Notwithstanding the foregoing, nothing contained herein shall operate as a waiver of sovereign immunity beyond the limits set forth in Section 768.28(5), Florida Statutes, or require SUA to indemnify the Town for its own negligence as prohibited by Section 768.28(19), Florida Statutes.

5. Due Care and Restoration

A. SUA and its Contractor shall take due care to avoid damage to the Facility. SUA shall notify the Town immediately of any damage and shall be liable for all costs associated with the repair, replacement, or restoration of the Facility for any and all damage that may occur as a result of the staging and storage of materials or use of the Facility, normal wear and tear excepted.

B. Upon termination of this Agreement, SUA shall restore the portion of the Facility utilized by SUA to the condition that existed prior to such use, including restoration of sod and grading. Additionally, SUA shall likewise repair, replace or restore any roadway, drainage, or other Town infrastructure arising from its contractors, suppliers or agents use of the Facility.

6. Non-Assignment

SUA shall not assign or transfer its rights, privileges, and obligations under this Agreement to any other party, other than use of the Facility by SUA's Contractor, as identified in Section 2(A) above.

7. Notices

All notices, request, demands or other communications under this Agreement shall be in writing and shall be deemed to have been given if hand delivered, mailed via certified mail (return receipt requested), sent by e-mail, or sent by overnight courier if sent to the parties as follows:

Seacoast Utility Authority
Attn: Rim Bishop, Executive Director
4200 Hood Road
Palm Beach Gardens, FL 33410
rbishop@sua.com

Town of Lake Park
Attn: Richard Reade, Town Manager
535 Park Avenue
Lake Park, FL 33408
rreade@lakeparkflorida.gov

8. Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of Florida and venue for any court proceeding or dispute resolution shall lie in Palm Beach County. **The parties expressly waive all rights to trial by jury** with respect to any dispute arising out of this Agreement.

9. Attorney's Fees

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

10. Entire Agreement

This Agreement sets forth the entire agreement between the parties, and there are no other agreements or understandings, oral or written, between the parties concerning the subject thereof.

11. Survival of Provisions

All obligations of a continuing nature, including, but not limited to, Section 4 (Indemnification and Hold Harmless) and Section 5 (Due Care and Restoration), shall survive termination of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

SEACOAST UTILITY AUTHORITY

By: _____
Rim Bishop, Executive Director

ATTEST:

Name:
Title:

TOWN OF LAKE PARK

By: _____
Richard Reade, Town Manager

ATTEST:

Town Clerk

By: _____
Roger Michaud, Town Mayor

EXHIBIT A

Legal Description: KELSEY CITY ALL BLK 46A (LESS NLY 284.80 FT)

SUBDIVISION: KELSEY CITY IN PB 8 PGS 15 TO 18, 23, 27 & 34 TO 37 INC

EXHIBIT B

Location Map

