



OFFICE SERVICE AGREEMENT

This Service Agreement dated **July 26, 2022** is between QUEST WORKSPACES 101 NE 3RD, LLC, a Foreign Limited Liability Company, (“Licensor” or “We” or “Contractor”), having an address at 101 NE 3rd Avenue, Suite 1500, Fort Lauderdale, FL 33301 and CITY OF FORT LAUDERDALE, a Florida municipality, (“Licensee” or “You” or “City”), having an address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301. In consideration of the covenants and fees set forth herein, LICENSOR shall grant to LICENSEE a license to use one office (as hereinafter defined) in the Quest Workspaces Business Center located at 101 NE 3rd Avenue, Suite 1500, Fort Lauderdale, FL 33301, (“Center”) and the facilities and services of the Center, upon and subject to the terms set forth below. Service retainers are refundable.

THE SPECIFICS OF THIS AGREEMENT ARE AS FOLLOWS:

Agreement Term	Office Number	Start Date	End Date	# of Occupants	Monthly Office Package		
12-Months	1533	11/01/2022	10/31/2023	1-5	\$1500.00		
12-Months	1548	11/01/2022	10/31/2023	1-5	\$1100.00		
12-Months	1553	11/01/2022	10/31/2023	1-5	\$850.00		
Monthly Office Charges Include:							
24/7 office ▪ internet access ▪ shared reception area ▪ shared access to furnished conference rooms & day office ▪ kitchen use with complimentary coffee, tea & water service ▪ business address, mail & package handling ▪ shared fax number & services ▪ normal use of electrical, HVAC & janitorial service ▪ restroom facilities ▪ optional ala carte services							
Service Description	Qty	Rate	Total	Service Description	Qty	Rate	Total
Furniture Description & Special Instructions:				Summary & Due at Signing			
This Agreement will auto-renew for two consecutive 12-month periods at an adjustment of 3% upon each renewal. ➤ 11/01/2023 – 10/31/2024 ➤ 11/01/2024 – 10/31/2025				Total Monthly Fees:		\$3,450.00	
				First Month’s Fees:		\$3,450.00	
				Setup Fees Per Office:		Waived	
				Service Retainer (On File):		\$5498.70	
				Due at Signing*:		\$0.00	

****Unless tax exempt, any applicable state or local taxes will be reflected on each monthly invoice.***

Description of Licensee’s business: City Government

The attached Terms & Conditions, the Center Rules & Regulations, and any attached Addenda are incorporated into and made a part of this Agreement and the parties hereto agree to be legally bound thereby. **IN WITNESS WHEREOF**, Licensor and Licensee have duly executed this Service / License Agreement as of the day and year first above written.

QUEST WORKSPACES

CITY OF FORT LAUDERDALE

SIGNED:

SIGNED:

NAME:

NAME: Greg Chavarria

TITLE:

TITLE: City Manager

DATE:

DATE:

NOTE: These Terms & Conditions of this Service Agreement are unique to this Agreement and have been customized for the City

1. OFFICE:

- A.** This Agreement provides for the exclusive use of the office and any furniture as outlined on the first page of this Agreement, and for the shared use of the common areas of the Center. The landlord of the building ("Landlord") provides cleaning of the office, maintenance services, lighting, electricity, and heating/air conditioning to the Center during normal business hours. The normal business hours and quantities of the foregoing services are determined by our Landlord. We will deliver the office and any furniture in its "as is" condition at the commencement of this Agreement. We have not made any representations or warranties with respect to the office, furniture, or the Center. By taking possession of the office, you acknowledge that the office and any furniture are in satisfactory condition at the time of possession. If we are unable to deliver possession of the office at the commencement of this Agreement for any reason, this Agreement and your obligations hereunder will not be affected, except that you shall not be required to pay any sums until we deliver possession of the office to you.
- B.** You may only use the office for the business purposes stated on the front of this Agreement or subsequently agreed with us. You will not use the office in any manner which is forbidden by law, may be hazardous, may invalidate or increase the premium of any insurance policy carried with respect to the building or the Center, or may impair the character or reputation of the Center. You agree not to compete with us by providing serviced office accommodations.
- C.** If necessary, and in any event no more than once in every twelve-month period, we may allocate different offices to you upon not less than ten (10) days prior notice to you, but these will be of equivalent size and comparable in layout. We will pay any reasonable expenses incurred in connection with the transfer of your property.
- D.** You agree to maintain the office in good condition and repair and agree to make no additions or alterations to the office or the Center or install any equipment therein, without our prior written consent, which may be granted or withheld in our sole discretion.
- E.** We can enter your office at any time when access is needed to the office to carry out testing, repairs or work other than routine inspection, cleaning and maintenance. However, unless there is an emergency we will, as a matter of courtesy, attempt to inform you in advance. We will also respect security procedures to protect the confidentiality of your business.

2. NATURE OF THIS AGREEMENT: This Agreement and any Addenda constitute a license agreement. You acknowledge that this Agreement creates no tenancy interest, leasehold estate or other real property interest in your favor with respect to the accommodation. This Agreement is personal to you and cannot be transferred to anyone else. Any discounts or one-time offers are for the initial period only, as outlined in this Agreement.

3. DURATION: This Agreement lasts for the period stated on the first page.

4. NON-RENEWAL: Either party can terminate this Agreement at the end date of the initial term stated on the first page, or at the end of any renewal period, by giving written notice to the other at least fifteen (15) days prior to such end date, so that the end of the Agreement will fall on the last day of a calendar month.

5. ENDING THIS AGREEMENT IMMEDIATELY: We may put an end to your Agreement immediately by giving you notice if: (a) you become insolvent; go into liquidation or become unable to pay your debts as they fall due; (b) you fail to pay any amounts hereunder on the date due and such failure continues for five days after notice thereof; (c) you fail to comply with any of the

other terms or conditions of this Agreement and any such failure continues for ten (10) days after notice from us; or (d) your conduct, or that of someone at the Center with your permission or at your invitation, is deemed incompatible with ordinary office use by us. If we put an end to this Agreement for any of these reasons, it does not put an end to any outstanding obligations you may have. In such event, we may, after complying with any applicable legal requirements, also take possession of the office. If you default and we take any of the foregoing actions or change the office locks, remove your property, or otherwise deny you access after the 10-day period, we will not be liable for any damages to you.

6. TERMINATION:

- A.** Upon the expiration or termination of this Agreement, your agreement to occupy the office and use the Center is revoked and you will remove all of your property and return the office and any furniture in the same condition in which it was delivered to you, subject to reasonable wear and tear. Any personal property left in the office will be considered abandoned and we may dispose of it without any liability. All telephone and facsimile numbers are our property and cannot be transferred to you at the expiration or termination of this Agreement.
- B.** If you continue to occupy the office after the expiration or termination of this Agreement without our written consent, such possession shall be upon and subject to the terms of this Agreement, except that you will be obligated to pay us two times the Monthly Office Package Charge, together with any additional service charges payable hereunder (and we are under no obligation to provide any additional services to you). We are entitled to exercise all remedies on account of such possession, and your obligation to pay any sums and our acceptance thereof shall be without prejudice to such remedies.

7. TRANSITION WHEN THIS AGREEMENT ENDS: Upon your departure or if you, at your option, choose to relocate to a different office within the Center, in addition to any amounts payable hereunder, a flat fee per office will be assessed for standard office restoration and services disconnections, as follows: (i) Less than 120 square feet: \$400; (ii) 120 to 180 square feet: \$600; and (iii) greater than 180 square feet: \$800. We reserve the right to charge additional reasonable fees for any repairs above and beyond normal wear and tear.

8. MAIL FORWARDING AFTER TERMINATION: Upon expiration of this Agreement, we will mark all of your mail "return to sender" and will deposit it in an outgoing US Postal Service collection receptacle. We will not accept any package delivery service from UPS, FedEx or other couriers, and to the extent that we do inadvertently accept such a package, we will promptly notify the carrier to collect the package and return it to sender. Unless arrangements are made in writing, we will have no obligation to notify any person or entity of your new address or phone. However, you can make arrangements with us for mail forwarding service through a Virtual Office Program.

9. PAYMENTS: You agree to pay your invoice including all applicable sales or use taxes by the first day of each calendar month during this Agreement without any offset, demand or deduction. If you fail to pay any sum due hereunder within forty-five (45) calendar days after the due date, your account will be assessed a late fee of 10% of the total balance. Payment of rent should be subject to the Prompt Payment Act. The City's obligation to pay rent is subject to budget and appropriation by the City Commission of the City of Fort Lauderdale. The Agreement shall terminate and the City must vacate the premises if the City Commission fails to budget and appropriate sufficient funds to pay its rental obligations under this Agreement. Returned checks and returned

ACHs incur a \$100 fee. Credit card payments incur a 3.5% convenience fee for invoices larger than \$400 in total.

10. RETAINER: Upon the execution of this Agreement, you will pay the first full month's Monthly Office Package Charge, any applicable setup fees, and the Retainer as outlined on the first page of this Agreement. No interest will be paid on the Retainer. If you fail to perform any of your obligations hereunder, we may apply your Retainer to the payment of any sums due or any costs, expenses or liabilities incurred by us. You agree to pay additional Retainers on any additional offices added after this initial Agreement. You agree to immediately replenish any portion of the Retainer applied or retained by us. We may increase the amount of your Retainer if you are in arrears in the payment of invoices. At the end of this Agreement, if you have surrendered possession of the office and otherwise satisfied all of your obligations, we will refund your Retainer or any balance thereof within 45 days. However, you will forfeit your Retainer if you default under this Agreement.

11. SERVICES:

- A. Upon your request to us, we may provide additional services. The fee schedule for additional services is available at <http://info.questworkspaces.com/services> which may be updated from time to time without notice. New rates will be effective 10 days from posting on the URL above. You agree to pay all charges listed on the first page of this Agreement as well as any additional services rendered each month. If you default under this Agreement, we will cease providing services to you without any legal process.
- B. We and our designated vendors are the only authorized service providers in the Center.
- C. At your request, basic monthly phone service may be provided by us and a monthly fee may be charged. You agree to pay us at our rates for international calls.
- D. You are prohibited from using our telephone service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax or voicemail broadcasting or blasting. We reserve the right to immediately terminate or modify your service if we determine, in our sole and absolute discretion, that you have at any time used the service for any of the aforementioned or similar activities.
- E. Additional electric outlets within your office may be made available upon your request and at your expense, subject to our approval, or may be required if your use of electricity exceeds normal office use. We will impose an additional monthly surcharge to cover excess electrical usage.
- F. All keys and entry cards remain our property and shall not be duplicated or transferred to third parties. The loss of keys or cards must immediately be reported to us. You will be invoiced for the cost of lost keys or cards as well as the cost of changing locks.

12. INTERNET ACCESS ACCEPTABLE USE: All of our circuits are monitored 24/7/365 to ensure bandwidth allocation. We will monitor each circuit and address situations as they arise to maintain consistency. If your bandwidth consumption exceeds sustained usage of 10MB over a 30-day period, or you abuse the use of the shared network, you will be notified and additional charges for high bandwidth usage will apply.

~~**13. RESTRICTION ON HIRING:** You agree that during the term of this Agreement and for the twelve-month period immediately thereafter, you and your principals, employees and affiliates will~~

~~not hire any person who is at that time, or was during this Agreement period, an employee of ours. If you breach the foregoing, you agree that actual damages would be difficult to determine and accordingly, agree to pay liquidated damages in the amount of one year's final annual base salary we paid the employee. **PURPOSELY DELETED**~~

14. LIMITATION OF LIABILITY: You acknowledge that neither us, our Landlord nor any of our or their respective officers, directors, employees, shareholders, partners, members or agents (collectively, the "Parties") shall be responsible for damages, direct or consequential, that may result from our failure for any reason (including without limitation, on account of force majeure) to furnish any service, including without limitation, occupancy of the office. Your sole remedy for any failure to render any service or any delay or interruption of any service is limited to an adjustment to your bill in an amount equal to the charge for such service for the period during which the failure, delay or interruption continues, except that there shall be no such adjustment if you are then in default hereunder or under the circumstances described in Section 1.A. WITH THE SOLE EXCEPTION OF THE REMEDY DESCRIBED ABOVE, YOU EXPRESSLY WAIVE ANY CLAIM FOR DAMAGES, DIRECT OR CONSEQUENTIAL, SPECIAL OR PUNITIVE, ARISING OUT OF ANY FAILURE TO FURNISH ANY SERVICE OR ANY DELAY OR INTERRUPTION OF SERVICES.

15. DAMAGES AND INSURANCE:

- A. You are responsible for any damage you may cause to the Center or the office, beyond normal wear and tear. Upon reasonable prior notice, which may be oral (except in the event of an emergency when no notice is required), we may at any time and from time to time (a) perform repairs and alterations in the office as we deem necessary and (b) inspect the office. In such event, we will use reasonable efforts not to disrupt your business, but we will not be liable to you for any damages, nor will this Agreement or your obligations be affected.
- B. We maintain a general liability insurance policy; however, neither you nor your property will be covered under this policy. You assume all risk of loss with respect to your personal property, agents, employees and guests within the Center or building.
- C. To the extent that the party sustaining a loss by fire or other casualty to its property is compensated by insurance, we will each waive all rights of recovery against the other party and no third party shall have any right of recovery.
- D. During the term of this Agreement, you will maintain a self-insurance program as provided by Florida law. You will deliver a letter to us evidencing such program prior to the commencement of this Agreement.
- E. If the Center is made unusable in whole or in part by fire or other casualty or a condemnation affecting the Center occurs, we may either terminate this Agreement upon notice to you, or repair the Center. The Monthly Office Package Charge shall be abated on a per diem basis with respect to the portions of the office that are unusable, which will be your sole remedy.

16. LICENSE:

- A. This Agreement is not a lease or any other interest in real property. It is a contractual arrangement that creates a revocable license. We retain legal possession and control of the Center and the Office.
- B. This Agreement is subject and subordinate to all of the terms of out lease with the Landlord, as such lease may be amended. This

Agreement terminates, if not earlier, simultaneously with the expiration or sooner termination of our Lease for any reason. You do not have rights under the lease (and all requests for building services shall be directed solely to us), although you will attorn to the Landlord in such cases as may be required by the terms of the lease or requested by us or the Landlord.

C. You agree to comply with all rules, regulations and requirements of the building and with other rules and regulations established by us.

17. **INDEMNITY:** Subject to the limitations contained in Section 768.28, Florida Statutes (2020), as may be amended or revised, with respect to the Licensee, both parties shall indemnify and agree to hold the other harmless from and against any and all loss, cost, liability and expense, including attorneys' fees and disbursements, arising from or alleged to arise from (a) any default by you hereunder, (b) the use or occupancy of the office by you or any person claiming under you, (c) any act or omission of you or your agents, employees, contractors or invitees, or (d) any injury or death to any person or damage to property by you or your agents, employees, contractors or invitees occurring during the term of this Agreement whether in the building, the Center or the office, except to the extent such injury, death or property damage results solely from our gross negligence and indemnification is prohibited by law. The aforementioned indemnity and hold harmless shall apply whether the claim is between the parties and you, or a third party.

18. **MISCELLANEOUS:**

A. You agree to comply with the Center Rules and Regulations. We may set these Rules at our sole discretion to promote health and safety, security, well-being, hospitality, membership harmony, or to otherwise improve the experience we are delivering. These are available at: <http://info.questwor6mokspaces.com/house-rules>

B. The party executing this Agreement on behalf of each party warrants and represents (i) that such executive party has complete and full authority to execute this Agreement on behalf of the applicable party, and (ii) that such party will fully perform its obligations herein.

C. If we place the enforcement of this Agreement or the collection of any sums payable hereunder, or recovery of the possession of the office, in the hands of an attorney, the prevailing party will recover its reasonable attorneys' fees, disbursements and court costs from the non-prevailing party in connection with such matter.

D. We may, from time to time, allocate to you a portion of the increases in our annual common area maintenance, other pass-through charges, and one-time charges (the "Landlord Charges") that are imposed on us by our landlord. Any such allocations will be made on a pro-rata basis based on square footage of occupied space in the Center. Any such charges may be reflected as an ongoing monthly charge on your invoice, or a one-time charge, whichever the case may be. In no event shall any such additional ongoing monthly charge exceed 5% of your Monthly Office Package Charge.

E. All formal notices must be in writing. Any notice (other than bills, which may be sent by email, hand delivery or by ordinary mail) shall be in writing and shall be given by (a) reputable overnight courier; or, (b) email or hand delivery (against confirmation of delivery), addressed to you and to us at the addresses stated on the first page of this Agreement. Such notice shall be deemed to have been given upon receipt or rejection of delivery.

F. You agree to comply with all laws and other requirements regulating the conduct of your business, including local and state licenses. You agree to pay promptly (a) all sales, use, excise and any other taxes and license fees which you are required to pay to any governmental authority (and, at our request, will provide

evidence of such payment), and (b) any taxes we paid to any governmental authority that are attributable to the office, including, without limitation, any gross receipts, rent and/or property taxes.

G. We may assign this Agreement and you agree to any such assignee. Upon any such assignment, we will be discharged from all liability hereunder.

H. You may not assign this Agreement or sublet all or any portion of the office without our prior written consent, which consent may be withheld in our sole discretion, and any such purported assignment or sublease without such consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

I. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian or public records, in a format that is compatible with the information technology systems of the City.

J. The provisions set forth under Sections 5,6,7,8,9,10,11,14,15,16,17 and 18 shall survive any termination of this Agreement.

- K.** You hereby waive trial by jury in connection with any dispute arising out of this Agreement. This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. This Agreement may not be orally changed or terminated, nor any of its provisions waived, except by an agreement in writing signed by the party against whom enforcement of any change, termination or waiver is sought. Our failure to enforce any provision of this Agreement or its acceptance of fees shall not be a waiver and shall not prevent us from enforcing any provision of this Agreement in the future. No receipt of money by us will be deemed to waive any default on your part.
- L.** The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel.
- M.** As a condition precedent to the effectiveness of this agreement, pursuant to Section 448.095, Florida Statutes (2020), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.
- 1.** The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirement of this Agreement.
 - 2.** The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2020), as may be amended or revised, shall terminate the contract with the person or entity.
 - 3.** The City, upon good faith belief that a subcontractor knowingly violated the provision of Subsection 448.095(2), Florida Statutes (2020), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
 - 4.** A contract terminated under Subparagraph 448.095(2)(c)1. Or 2., Florida Statutes (2020), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2020), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
- 5.** Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section 18M, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2020), as may be amended or revised, to include all of the requirements of this section 18M in their subcontracts, as defined in Subsection 448.095(1)(j), Florida Statutes (2020), as may be amended or revised, with the requirements of Section 448,095, Florida Statutes (2020), as may be amended or revised

AS TO LICENSEE:

CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

WITNESSES:

[Witness type or print name]

[Witness type or print name]

By: _____
Dean J. Trantalis, Mayor

By: _____
Greg Chavarria
City Manager

ATTEST:

David R. Soloman,
City Clerk

Approved as to form:
Alain E. Boileau, City Attorney

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online, this ____ day of _____, 2022, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____



Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of physical presence or online, this ____ day of _____, 2022, by GREG CHAVARRIA, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

AS TO LICENSOR:

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

QUEST WORKSPACES 101 N.E. 3RD, LLC, a Foreign Limited Liability Company

Type or print name

By _____
Laura Kozelouzek, President & CEO

Type or print name

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by Laura Kozelouzek as President & CEO of the QUEST WORKSPACES 101 N.E. 3RD, LLC, a Foreign Limited Liability Company.

Notary Public signature

Name Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____