

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 19, 2012	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

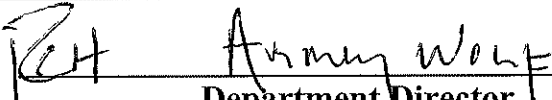
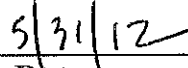
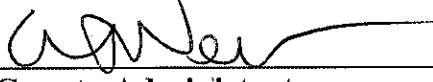
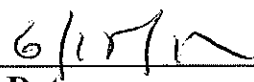
Motion and Title: Staff recommends motion to approve: the First Amendment to Lease Agreement (R2011-1361) with Wellington Regional Medical Center, Incorporated, for the continued use of 400 SF of improved space for a forensic rape exam site within the Wellington Regional Medical Center (Hospital) located at 10101 Forest Hill Boulevard in the Village of Wellington.

Summary: The County entered into a ten (10) month lease that commenced September 1, 2011, for use of 400 SF of improved space within the Hospital, together with non-exclusive use of the common areas and the exclusive use of three (3) designated parking spaces. The Lease expires June 30, 2012. This First Amendment will extend the term through June 30, 2013, and reduce the rent from \$500 per month to \$1.00 per month. The landlord is responsible for all utility fees, maintenance, repairs, custodial services, laundry services, and hazardous waste removal. Both parties have the right to terminate the lease for any reason whatsoever upon ninety (90) days notice to the other party. **(PREM)**
District 6 (HJF)

Background and Justification: The County leased space at the Hospital after an extensive search by the Division of Victim Services for space that would meet the unique criteria for a forensic rape exam site. The landlord made approximately \$5,000 worth of improvements at its expense in order to make the space usable for County's intended purpose. The Division of Victim Services received funding from the State of Florida to fund the program at the Hospital, and the most cost-effective option is to continue to use the same space. The County was paying rent at a rate of \$500 per month, but the Hospital has now agreed to rent the space to the County for \$1.00 per month. No County owned properties are available for this purpose. Florida Statutes Section 286.23 requires that a Disclosure of Beneficial Interests be obtained when a property held in a representative capacity is leased to the County unless the property owner is exempt pursuant to the statute. The property owner, Wellington Regional Medical Center, Incorporated, is a wholly owned subsidiary of Universal Health Services, Inc., an entity registered with the SEC whose interest is for sale to the general public, and is therefore exempt by statute from the disclosure requirement.

Attachments:

1. Location Map
2. First Amendment to Lease Agreement
3. Budget Availability Statement

Recommended By:	 Department Director	 Date
Approved By:	 County Administrator	 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	\$2	\$10			
External Revenues	(\$2)	(\$10)			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$0*</u>	<u>\$0</u>			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes x No

Budget Account No: Fund 1426 Dept 662 Unit 3290 Object 4410
 Program Code ST13
 Program Code
GY12

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

*Funding is State funding, re-occurring through the Florida Department of Health.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB

Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

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



FIRST AMENDMENT TO LEASE AGREEMENT

between

**WELLINGTON REGIONAL MEDICAL CENTER, INCORPORATED
(Landlord)**

and

**PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
(County)**

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment"), made and entered into _____, by and between Wellington Regional Medical Center, Incorporated, a Florida corporation, hereinafter referred to as "Landlord" and Palm Beach County, a political subdivision of the State of Florida, on behalf of the Department of Public Safety, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, Landlord and County entered into a Lease Agreement dated September 13, 2011 (R2011-1361) (the "Lease") for the use of the Premises as defined in the Lease, which includes approximately four hundred (400) total gross square feet of floor space in the Wellington Regional Medical Center located at 10101 Forest Hill Boulevard, Wellington Florida, 33414, together with certain exclusive parking rights and non-exclusive use of the medical center common areas; and

WHEREAS, the Term of the Lease expires June 30, 2012, and the parties wish to extend the Term and provide for an adjustment of the rent; and

WHEREAS, Landlord hereby acknowledges that County is not delinquent in the payment of rent and is not in default of any of the terms and conditions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined or amended herein shall have the same meaning as ascribed to them in the Lease.
2. The Term of this Lease is extended through June 30, 2013.
3. Effective July 1, 2012, the monthly gross rental rate shall be One and no/100 Dollars (\$1.00).
4. County acknowledges that Landlord has completed Landlord's Work as set forth in Section 4.01 of the Lease.
5. Section 6.01 of the Lease is hereby modified to change the insurance amounts to Two Hundred Thousand Dollars (\$200,000) per person and Three Hundred Thousand Dollars (\$300,000) per incident or occurrence.
6. Landlord represents that: (i) Landlord is a wholly owned subsidiary of Universal Health Services, Inc., a Delaware corporation; (ii) Universal Health Services, Inc. is an entity that is registered with the Federal Securities Exchange Commission whose interest is for sale to the general public; and (iii) Landlord is exempt from the requirements of Section 286.23 of the Florida Statutes regarding disclosure of beneficial interests.
7. This First Amendment 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.

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

WITNESS:

Susan Mulvey
Witness Signature

Susan Mulvey
Print Witness Name

Anna M. Stepanik
Witness Signature

TINA STEFANICK
Print Witness Name

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

WELLINGTON REGIONAL
MEDICAL CENTER,
INCORPORATED

By: [Signature]
Jerel Humphrey, CEO

(SEAL)

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

By: _____
Shelley Vana, Chair

APPROVED AS TO TERMS
AND CONDITIONS

By: Anthony Wolf
Department Director

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 5/29/2012 REQUESTED BY: Nicole Bishop PHONE: 355-1723

PROJECT TITLE: Wellington Regional Medical Center Rent PROJECT NO:

AMOUNT: \$ ~~2,400~~ ^{12.00} BCC RESOLUTION DATE: TBD

CONTRACTOR/CONSULTANT NAME: Wellington Regional Medical Center

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/
CONTRACTOR:

Rent for the Butterfly house that will be ~~\$200~~ ^{\$1.00} per month payable to the Wellington Regional Medical Center.
Starting 7/1/2012 to 6/30/2013

By signing this BAS your department agrees to these staff costs and your account will be charged
upon receipt of this BAS by the Public Safety Department.

BUDGET ACCOUNT NUMBER:

FUND: 1426 DEPT: 662 UNIT: 3290 OBJ: 4410 Program Code: ST13 Program Code: GY12

BAS APPROVED BY:

Stephanie Seproha
PRINT NAME

Stephanie Seproha
SIGNATURE

5/30/12
DATE

ENCUMBRANCE NUMBER: