Agenda Item #: 3H-5

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

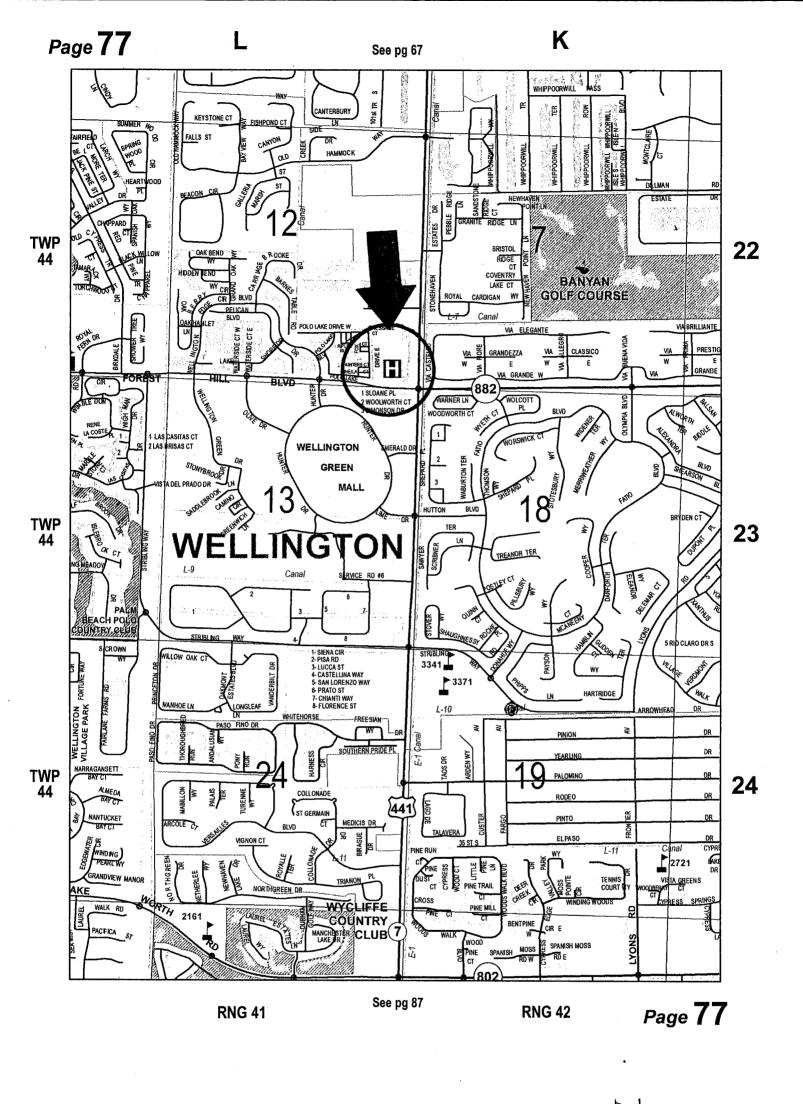
Meeting Date	: June 18, 2013	[X] Consent [] Ordinance	[] Regular [] Public Hearing		
Department:	Department: Facilities Development & Operations				
	I. EXECU	TIVE BRIEF			
Agreement (Force) continued use	Title: Staff recommends motion R2011-1361) with Wellington Region of 400 SF of improved space for dical Center (Hospital) at 10101 Form.	onal Medical Center, la forensic rape exam	Incorporated, (WRMI) for the office within the Wellington		
Summary: On September 13, 2011, the County entered into a Lease Agreement with WRMI for 400 SF within the Hospital, for a ten (10) month term until June 30, 2012, for \$500/month. On June 19, 2012, the Board approved a First Amendment to Lease Agreement which extended the term one (1) year to June 30, 2013 and reduced the rent to \$1/month. This Second Amendment extends the term one (1) year to June 30, 2014, and provides for automatic annual renewals. (PREM) District 6 (HJF)					
the Division of office. WRMI space usable from the State continue to us 2012, WRMI As the operat Hospital, this subsequent and days written Services, Inc.	and Justification: The County least of Victim Services for space that wo I made approximately \$5,000 worth for the County's intended purpose. The County was reduced the rent to \$1/month. No Colion of the forensic rape exam office Second Amendment extends the tentomatic annual renewals unless cannotice to the other party. WRMI, an entity registered with the SEC with the Disclosure of Beneficial	ould meet the unique cr of improvements at its. The Division of Vice the Hospital, and the r initially paying \$500/n ounty-owned properties is expected to be a learn one (1) year to Juceled by either WRMI is a wholly owned so whose interest is for sa	riteria for a forensic rape exams expense in order to make the tim Services received funding most cost-effective option is to month rent but effective July 1, as are available for this purpose, ong term relationship with the me 30, 2014, and provides for or the County with ninety (90) subsidiary of Universal Health ale to the general public, and is		
2.	: Location Map Second Amendment to Lease Agree Budget Availability Statement	ment			
Recommended By: Au Muy Work 5/24/13 Department Director Date					

Approved By:

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:						
Fiscal Years		2013	2014	2015	2016	2017
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)		\$2 (\$2)	\$10 (\$10)			
NET FISCAL IMPACT		<u>\$-0-*</u>	<u>\$-0-*</u>			
# ADDITIONAL FTE POSITIONS (Cumulative)						
Is Ite	m Included in Current Bu	dget: Yes	_X_ No	O		
Budget Account No: Fund 1426 Dept 662 Unit 3290 Object 4410 Program Code ST13 Program Period GY14						
В.	Recommended Sources of	f Funds/Sum	mary of Fiscal	Impact:		
С.	*As funding is State funded, re-occurring through the Florida Department of Health, there is no fiscal impact. Monthly rental payments are remitted in arrears; accordingly, in FY13 there will be two (2) one dollar (\$1) rental payments as the July 2013 payment will be remitted in August 2013 and the August 2013 payment will be remitted in September 2013. Departmental Fiscal Review:					
III. <u>REVIEW COMMENTS</u>						
A.	OFMB Fiscal and/or Con	tract Develop	oment Comme	nts:		
	OFMB CA	3/2013	Contract Deve	J. Journal and Conceller	Control	— 14)13
В.	Legal Sufficiency: Assistant County Attorney	6/5/13				-
C.	Other Department Review	v:				
Department Director						

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



LOCATION MAP



SECOND AMENDMENT TO LEASE AGREEMENT

between

WELLINGTON REGIONAL MEDICAL CENTER, INCORPORATED (Landlord)

and

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

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SECOND AMENDMENT TO LEASE AGREEMENT

THIS	SECOND	AMENDMEN	OT TO	LEASE	AGREE	MENT	' ("Second
Amendment"), made and e	entered into			, l	oy and	d between
Wellington R	Legional Med	dical Center, Ir	corporat	ed, a Flor	rida corpo	oration,	hereinafter
referred to as	"Landlord"	and Palm Beacl	1 County	, a politica	al subdivis	sion of	the State of
Florida, on be	half of the D	epartment of Pu	iblic Safe	ety, herein	after refer	red to a	s "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, Landlord and County entered into a First Amendment to Lease Agreement dated June 19, 2012 (R2012-0893) to extend the term to June 30, 2013, and adjust the rent; and

WHEREAS, the Term of the Lease expires June 30, 2013, and the parties wish to extend the Term and provide for automatic yearly extensions; 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, 2014.
- 3. The Term shall automatically renew for successive one (1) year periods on a July 1st to June 30th annual basis subject to each partys' right to terminate this Lease upon ninety (90) days prior written notice pursuant to Article XII.
- 4. 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.
- 5. This Second 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 Second Amendment, or have caused the same to be executed, as of the day and year first above written.

WITNESS:	WELLINGTON REGIONAL MEDICAL CENTER, INCORRORATED
Witness Signature Company of the State of t	By: John Jel Terel Humphrey, CEO Robbin Lee, Interim CEO
Print Witness Name Blil Wowless Witness Signature	
Print Witness Name	(SEAL)
ATTEST:	
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By:	By:Steven L. Abrams, Mayor
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:	APPROVED AS TO TERMS AND CONDITIONS By: Annu Work
Assistant County Attorney	Department Director

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