

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

Meeting Date: April 15, 2014	<input type="checkbox"/> Consent	<input checked="" 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:

A. a Consent to Assignment and Amendment of Lease Agreement (R2012-0242) between the City of Boynton Beach, Lutheran Services Florida, Inc., a Florida not for profit corporation (LSF) and the County to evidence the City's consent to the County's assignment and modification of the Lease Agreement to LSF for the continued operation of a Head Start facility located in Boynton Beach; and

B. an Assignment and Assumption of Lease (R2012-0242) from the County to LSF for the operation of the Boynton Beach Head Start facility.

Summary: Since October of 1990, (R90-1697D), the County, on behalf of the Community Services Department, has leased a 10,190 SF building plus associated ground area for the operation of a Head Start facility located at 909 N.E. 3rd Street, Boynton Beach. On February 7, 2012, (R2012-0242), the Board approved a new 10 year Lease Agreement with the City of Boynton Beach. The annual rent is \$1.00. On September 24, 2013, the Board determined that the County would not apply for Federal grant funding to continue providing Head Start services and supported LSF assuming the County's role as principal grantee, in partnership with the School Board of Palm Beach County and the Children's Services Council of Palm Beach County, in obtaining the grant award. These documents will, contingent upon LSF receiving its initial Federal funding, assign the County's interest and obligations of the Lease Agreement to LSF; revise the insurance provisions; and modify various other requirements. Assignment of the Lease Agreement will save the County approximately \$50,000 annually in maintenance costs. Should the Federal grant not be awarded to LSF, the County may terminate the Lease Agreement with ninety (90) days notice to the City. The County will also leave the fire and intrusion alarm systems in the Premises which shall become the City's property upon County's surrender of the Premises. **(PREM) District 7 (HJF)**

Background and Policy Issues: The original Boynton Beach Child Care Center was founded by Boynton Beach Child Care Center, Inc., (BBCCC) a Florida not-for-profit corporation and became the County's pilot Head Start Program. The Child Care Center relocated to its current location at 909 N.E. 3rd Street, Boynton Beach, which is owned by the City and was leased to BBCCC, which in turn subleased the facility to the County.

(Continued on page 3)

Attachments:

1. Location Map
2. Consent to Assignment and Amendment of Lease Agreement
3. Assignment and Assumption of Lease
4. Disclosure of Beneficial Interests
5. September 24, 2013, Workshop Agenda Item

Recommended By:

Department Director

Date

Approved By:

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* _____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

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

- ✦ The assignment of this Lease Agreement will save the County approximately \$50,000 annually in maintenance costs, including but not limited to custodial, landscaping, utilities, etc in Community Services' budget.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

This amount was included in the estimated savings previously presented to the Board. It is not additional savings.

OFMB

Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Acting Director, Head Start

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

Background and Policy Issues Cont'd: On February 7, 2012, the County entered into a new 10 year Lease Agreement directly with the City and is currently obligated to perform all maintenance on the building and building systems, including the playground equipment, landscaping and irrigation systems. The City is responsible for maintenance of the parking lot, including lighting, signage, fencing, telephone and cable wiring, potable water and sanitary sewer systems to the building. In addition, the City is responsible for the purchase and installation of hurricane shutters and for costs associated with garbage and trash removal.

On September 24, 2013, the Board determined that the County would not apply for Federal grant funding to continue providing Head Start services and supported LFS assuming the County's role as principal grantee, in partnership with the School Board of Palm Beach County and the Children's Services Council of Palm Beach County, in obtaining the grant award for the Head Start program. Upon the initial award of the Federal funding to LSF, the assignment will become effective and the County shall be relieved from all further obligation or responsibility relative to the Lease Agreement. All Head Start assets and personal items will be inventoried and evaluated by Community Services and transitioned to LSF, if appropriate.

Florida Statutes, Section 286.23, does not require a Disclosure of Beneficial Interests be obtained from the City. Lutheran Services Florida, Inc., a Florida not-for-profit corporation 501(c)(3), provided a Disclosure of Beneficial Interests identifying it as a non-profit where no individual person or entity is considered to have a beneficial interest in Lutheran Services Florida, Inc.

TWP
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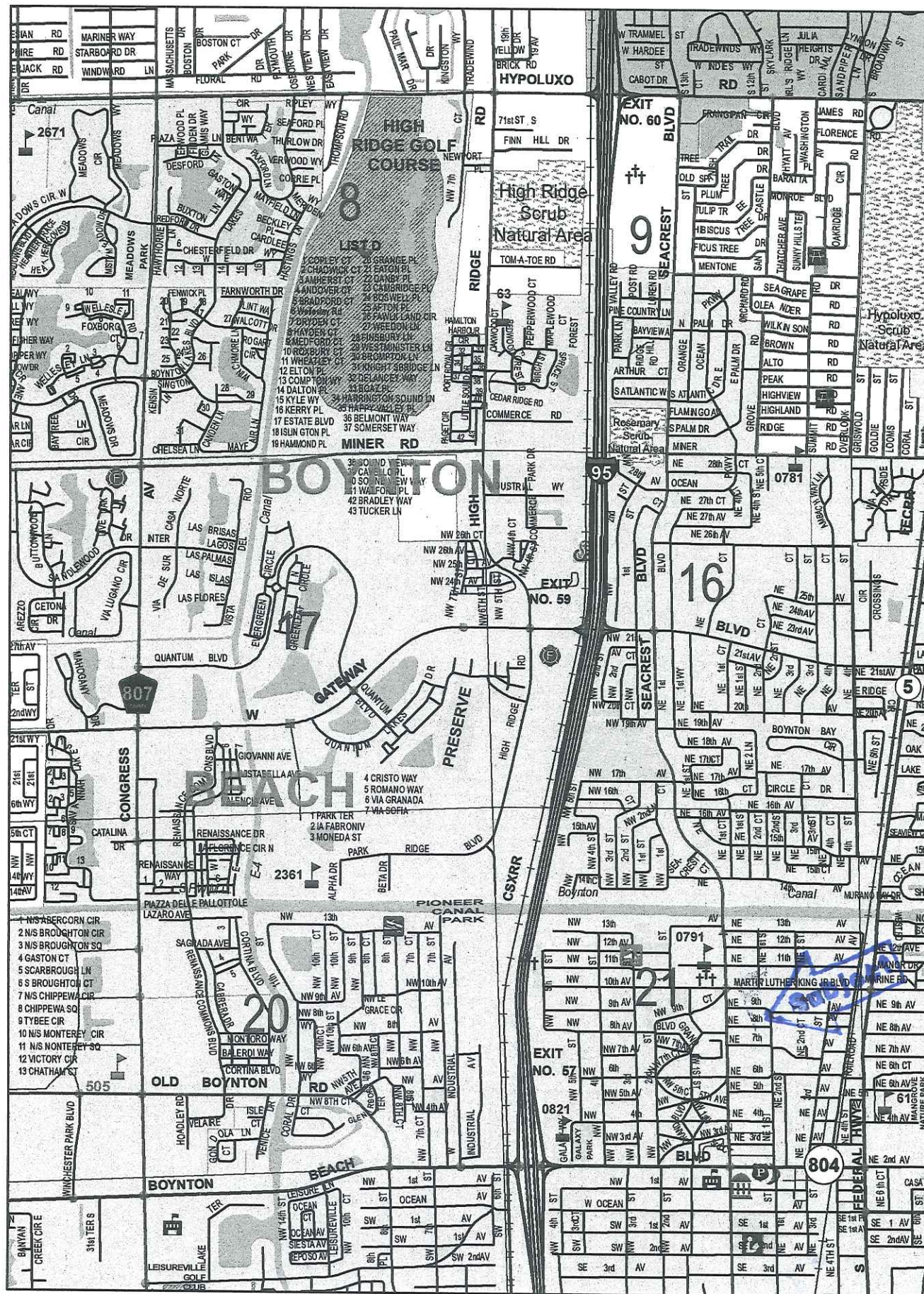
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RNG 43

See pg 105

RNG 43

Page 99

LOCATION MAP

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CONSENT TO ASSIGNMENT AND AMENDMENT OF LEASE AGREEMENT

Between

PALM BEACH COUNTY

a political subdivision of the State of Florida

(County/Assignor)

and

CITY OF BOYNTON BEACH

a municipal corporation of the State of Florida

(City)

and

LUTHERAN SERVICES FLORIDA, INC.

a Florida not for profit corporation

(Tenant/Assignee)

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CONSENT TO ASSIGNMENT AND AMENDMENT OF LEASE AGREEMENT

THIS Consent To Assignment And Amendment Of Lease Agreement (this "Agreement"), made and entered into _____, by and between **CITY OF BOYNTON BEACH**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, hereinafter referred to as "City" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and "Assignor" and **LUTHERAN SERVICES FLORIDA, INC.**, a Florida not for profit corporation, hereinafter referred to as "Tenant" and "Assignee".

WITNESSETH:

WHEREAS, City and County entered into a ten year Lease Agreement dated February 7, 2012 (R2012-0242) (the "Lease") for the use of the Premises as defined in the Lease; and

WHEREAS, County has ceased the operation of its Head Start programs and wishes to assign and transfer all of its rights, interests and obligations in the Lease to the Assignee; and

WHEREAS, the Assignee has applied for Federal funding assistance to provide the services that County has been providing to the community through its Head Start programs; and

WHEREAS, this Consent is contingent upon Assignee's receipt of the initial Federal funding to fund Assignee's operation of a Head Start program; and

WHEREAS, the Assignee has read the Lease, and has agreed to use the premises solely and exclusively for the establishment and operation of a Head Start facility and program and be bound by all of the terms and conditions of the Lease; and

WHEREAS, City has determined that the assignment will promote the general welfare of the citizens of Palm Beach County; and

WHEREAS, the parties wish to amend the Lease to modify various terms and evidence City's Consent to the Assignment and assumption of the Lease, as amended hereunder, by County to Assignee.

NOW, THEREFORE, in consideration for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Annual Rent shall be paid to City on the date this Agreement is fully executed by City (including as to approval of form and terms and conditions) which date shall be the date of execution set forth on the signature page with respect to City's signature (the Effective Date").

2. City hereby consents and agrees to the assignment of the Lease, as amended by this Agreement, and all rights and obligations of the County arising thereunder, from County to Assignee. Attached as Exhibit "A" is the Assignment and Assumption of Lease Agreement executed by County and Assignee. The parties agree that this Amendment and the City's consent hereunder, shall be effective and remain effective, upon Assignee providing to County notice of approval, together with supporting documentation, of its initial Federal funding. Upon Assignee receiving the

initial Federal funding, County shall not have any further obligation or responsibility with respect to the Lease, the premises covered thereby or this Amendment.

3. Section 2.01 is modified to send invoices for payment of rent to Lutheran Services, Florida, Inc., Head Start, 2210 Tall Pines Drive, Suite 220, Largo, Florida 33771.

4. Article VII, Insurance, is deleted in its entirety and replaced with the following:

ARTICLE VII INSURANCE

Unless otherwise specified in this Lease, Tenant shall maintain, at its sole expense, in full force and effect at all times during the life of this Lease or the performance of work hereunder, insurance limits, coverages or endorsements required herein. Tenant hereby agrees the requirements contained herein, as well as City's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify Tenant's liabilities and obligations under this Lease.

Section 7.01 Commercial General Liability

Tenant shall maintain: Commercial General Liability with limits of liability not less than \$1,000,000 Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal liability with a limit not less than \$100,000; and Medical Payments (when available) with a limit not less than \$5,000. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.02 Business Auto Liability

Tenant shall maintain Business Automobile Liability with limits of liability not less than \$500,000 Each Occurrence for owned, non-owned, and hired automobiles. In the event Tenant has no owned automobiles, this requirement shall be to maintain only Hired & Non-Owned Auto Liability. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Liability. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.03 Workers' Compensation & Employers Liability

Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440 Florida Statutes and applicable Federal Acts. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.04 Fire and Allied Lines Insurance

Tenant shall at all times during the Term hereof, and at its sole cost and expense, maintain in full force and effect policies of insurance covering all Alterations to the Premises made by or on behalf of Tenant as well as Tenant's fixtures, inventory and equipment located on the Premises, in an amount not less than one hundred percent (100%) of its full replacement cost, providing protection with "All-Perils" coverage as provided by the "Special-Cause of Loss Form" together with, but not limited to, insurance against wind and hail, sprinkler leakage damage, vandalism, theft and malicious mischief. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the Premises, Alterations, fixtures, inventory and equipment so insured. All property, including without limitation, stock, inventory, fixtures and equipment belonging to Tenant or any occupant of the Premises shall be there at the risk of Tenant or such other person only, and City shall not be liable for damage thereto or theft or misappropriation thereof. Additionally, the Tenant shall maintain Business Interruption with Extra Expense insurance providing coverage for loss of net income and all continuing expenses at a minimum limit appropriate to cover the

maximum period of restoration or interruption of the Tenant. Tenant shall deliver to the City certificates of such fire insurance policies which shall contain a clause requiring the insurer to give the City thirty (30) days prior notice of cancellation of such policies.

Section 7.05 Increase in Fire and Allied Lines Insurance Premium

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision, limitation, or Special – Cause of Loss Form of the Fire and Allied Lines insurance policy. Tenant shall pay any increase in premiums for Fire and Allied Lines coverage insurance that may be charged during the Term of this Lease on the amount of such insurance which may be carried by City on the Premises or the Premises resulting from the type of merchandise sold or rented by Tenant in the Premises or resulting from Tenant's use of the Premises, whether or not City has consented to the same. Tenant shall promptly make, at Tenant's cost and expense, all repairs, alterations, changes and/or improvements to Tenant's fixtures and equipment in the Premises required by the company issuing City's fire and allied lines insurance so as to avoid the cancellation of, or the increase in premiums on said insurance.

Section 7.06 Additional Insured Endorsement

Tenant shall cause each liability insurance policy required to be maintained by Tenant to be endorsed to add the City as an Additional Insured on, except for Workers' Compensation and Business Auto Liability. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Tenant shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "City of Boynton Beach, a municipal corporation organized and operating pursuant to the laws of the State of Florida, its Officers Employees and Agents", 100 E Boynton Beach Boulevard Boynton Beach, FL 33425.

Section 7.07 Certificate of Insurance

Tenant shall provide the City with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the City shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from City, all premiums and expenses incurred by City.

Section 7.8 Waiver of Subrogation

Tenant hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss Lease to waive subrogation without an endorsement, Tenant shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Tenant enter into such a Lease on a pre-loss basis.

Section 7.9 Premiums and Proceeds

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision or limitation of the property, flood, or wind insurance policies. Tenant shall be responsible for all premiums, including increases, for all insurance policies required by this Lease. All property, flood or windstorm insurance proceeds as a result of a loss shall be made available for use to promptly replace, repair or rebuild the buildings, betterments and improvements,

including those made by or on behalf of Tenant, in order to ensure a replacement cost settlement and avoid policy cancellation.

Section 7.10 Deductibles, Coinsurance, & Self-Insured Retention

Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

Section 7.11 Right to Review, Reject or Adjust Insurance

The City's Risk Management shall have the right, but not the obligation, to review, adjust, reject or accept insurance policies, limits, coverages, or endorsements throughout the life of this Lease. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or by way of illegal operation. The City shall provide Tenant written notice of such action and Tenant shall agree to cure or comply with such action within thirty (30) days receipt thereof.

Section 7.12 No Representation of Coverage Adequacy

The limits, coverages or endorsements identified herein primarily transfer risk and minimize liability for the City, and Tenant agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

Section 7.13 Insurance for Special Events and Outside Persons/Groups

Excluding City or its affiliates, when Tenant permits or schedules the use of the Premises for a special event or outside persons/groups, Tenant shall require the special event or outside person/group to maintain Commercial General Liability, as described in Section 7.01, with limits of liability not less than \$1,000,000. Tenant shall ensure that City and Tenant are named as Additional Insured under such policy, as described in Section 7.05. Tenant shall obtain and, when requested by the City, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

5. Article VIII, Indemnification, is deleted in its entirety and replaced with the following:

**ARTICLE VIII
INDEMNIFICATION**

Tenant shall indemnify, defend and save harmless the City from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease for any personal injury, loss of life, and/or damage to property sustained in or about the Premises by reason, during, or as a result of the use and occupancy of the Premises by the Tenant, its agents, employees, licensees, invitees, any subtenant and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event City shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold City harmless and pay all costs and reasonable attorney's fees incurred by City in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that City would not have entered into this Lease without Tenant's agreement to indemnify City and further acknowledges the receipt of good and valuable separate consideration provided by City in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Lease.

6. Article IX, Destruction of Premises, is deleted in its entirety and replaced with the following:

ARTICLE IX
DESTRUCTION OF PREMISES

In the event the Premises shall be damaged or injured by fire, the elements, unavoidable accident or other casualty, without the fault of Tenant, during the Term of this Agreement or any extension thereof, but the Premises are not thereby rendered inaccessible or untenable in whole or in part, then the City shall, at its own expense, cause such damage to be repaired, and the Annual Rent and other charges payable by Tenant hereunder shall not be abated. If by reason of such occurrence, the Premises shall be rendered untenable only in part, City shall, at its own expense, cause the damage to be repaired, and the Annual Rent meanwhile shall be abated proportionately as to the portion of the Premises rendered untenable. If the Premises shall be rendered wholly untenable by reason of such occurrence, the City may, at its option cause such damage to be repaired at City's expense, and the Annual Rent meanwhile shall be abated in whole until completion of such repairs. City shall notify Tenant in writing whether City intends to repair the Premises. If City elects not to perform such repairs, City and Tenant shall then each have the right to terminate this Agreement, with each party's right to be exercised, if at all, by notice in writing delivered to the other party within forty-five (45) days after City's election not to repair the Premises. In the event either party exercises its aforesaid termination right, this Agreement and the tenancy hereby created shall cease as of the date of said occurrence and the parties hereto shall be relieved of all further obligations hereunder. In no event shall City be responsible for repair of Tenant's equipment, trade fixtures and/or Tenant's Alterations.

7. Section 14.02, Notice County addresses (a) is deleted in its entirety and replaced with the following:

- (a) Louis A. Finney, Jr. MPS, MPM
Vice President/Executive Director
Head Start/Early Head Start Services
Lutheran Services Florida, Inc., Head Start
2210 Tall Pines Drive
Suite 220
Largo, FL 33771

8. Should the Assignee fail to obtain the initial Federal funding, the parties acknowledge that the Palm Beach County Facilities Development & Operations Director may execute any documentation necessary to provide notice of termination of this Lease, as provided in Article XII of the Lease.

9. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.

10. Except as modified by this Agreement, the Lease remains in full force and effect. In the event of any inconsistency between the Lease and this Agreement, this Agreement shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WITNESS:

[Signature]
Witness Signature

Lynn W. Stone
Print Witness Name

Tamisha Clarke
Witness Signature

Tamisha Clarke
Print Witness Name

TENANT:

Lutheran Services Florida, Inc., a Florida not for profit corporation

By: [Signature]
Louis Finney, Vice President
Head Start/Early Head Start

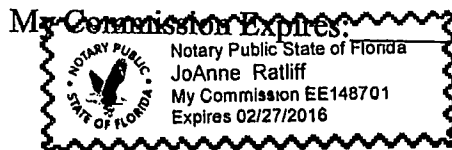
(SEAL)
not for profit corporation

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was sworn to, subscribed and acknowledged before me this 19th day of March, 2014, by Louis Finney, as Exe. V.P. of Lutheran Services, Florida, Inc., a Florida not for profit corporation, on behalf of the corporation. He/She is ☐ personally known to me or ☐ has produced _____ as identification and who did take an oath.

[Signature]
Notary Public
JoAnne Ratliff
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large



WITNESS:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

CITY:

By: _____
Jerry Taylor, Mayor

ATTEST:

By: _____
Janet M. Prainito, MMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
City Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to, subscribed and acknowledged before me
this _____ day of _____, 2014, by _____ [] who is
personally known to me or [] who has produced _____
as identification and who did take an oath.

Notary Public

(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: _____

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: 
Assistant County Attorney

COUNTY:

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

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

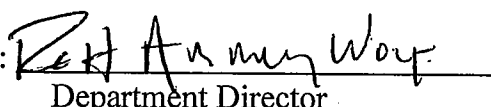
By: 
Department Director

EXHIBIT "A"
to the
CONSENT TO ASSIGNMENT AND AMENDMENT OF LEASE AGREEMENT

ASSIGNMENT AND ASSUMPTION OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

That Palm Beach County ("Assignor"), in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, transfer and set over absolutely unto Lutheran Services Florida, Inc. ("Assignee") that certain Lease Agreement dated February 7, 2012, (R2012-0242), (the "Lease") by and between the City of Boynton Beach (as "City") and Palm Beach County (as "County") for the following-described Premises:

See Exhibit "A" attached hereto and made a part hereof.

Together with any and all deposits made thereunder by way of security, if any, and any accrued interest thereon, subject, however, to all the terms, covenants and conditions contained therein.

This assignment is contingent upon and effective upon Assignee providing to Assignor notice of approval, together with supporting documentation, of its initial Federal funding to fund Assignee's operation of a Head Start program. Upon receipt of such Federal funding, Assignor shall be released from any further obligation under the Lease.

IN WITNESS WHEREOF, Assignor has caused its hand and seal to be set this _____ day of _____, 20____.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Department Director

ASSUMPTION

THE UNDERSIGNED, Assignee, does hereby assume the Lease and agree to perform and be bound by all of the terms, covenants and conditions contained therein.

This assumption is contingent upon and effective upon Assignee providing to Assignor notice of approval, together with supporting documentation, of its initial Federal funding to fund Assignee's operation of a Head Start program. Upon receipt of such Federal funding, Assignor shall be released from any further obligation under the Lease.

IN WITNESS WHEREOF, Assignee has caused its hand and seal to be set this _____ day of _____, 2014.

Signed, sealed and delivered
in the presence of:

ASSIGNEE:
LUTHERAN SERVICES FLORIDA, INC., a
Florida not for profit corporation

Witness Signature

By: _____
Louis Finney, Vice President
Head Start/Early Head Start

Print Witness Signature

Seal
Not For Profit Corporation

Witness Signature

Print Witness Signature

EXHIBIT "A"
TO THE ASSIGNMENT AND ASSUMPTION OF LEASE
PREMISES

R11-137

R2012 0242 FEB 07 2012

LEASE AGREEMENT

between

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

and

CITY OF BOYNTON BEACH
A MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA
(City)

AGREEMENT OF LEASE

THIS LEASE made and entered into _____, by and between CITY OF BOYNTON BEACH, a municipal corporation organized and operating pursuant to the laws of the State of Florida, hereinafter referred to as "City" and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, City is the owner of certain real property as more specifically described hereinafter which County desires to lease from City; and

WHEREAS, City is willing to lease such property to County for the use set forth hereinafter;

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the County to be observed and performed, the City demises and leases to County, and County rents from City the building located at 909 NE 3rd Street, Boynton Beach, Florida, together with the parking lot, playground, and grassy area provided for the building as depicted in Exhibit "A" attached hereto and made a part hereof (the "Premises").

Section 1.02 Length of Term and Commencement Date.

This Lease shall be effective upon the Effective Date as defined hereinafter. The term of this Lease shall commence upon the Effective Date (the "Commencement Date"), and shall extend for a period of Ten (10) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. The Term of this Lease shall be automatically extended for two (2) successive period(s) of ten (10) years each, under the same terms and conditions of this Lease, commencing upon the expiration of the initial Term of this Lease or any extension thereof, unless either party provides notice on or before one hundred eighty (180) days prior to the end of the then current Term that such party does not want the term to be automatically extended, in which event this Lease shall expire at the end of the current Term.

ARTICLE II RENT

Section 2.01 Annual Rent.

County shall pay City an annual net Rent of One (\$1.00) Dollar (the "Annual Rent"), payable on the Commencement Date and each subsequent anniversary thereof. County is a tax-exempt entity. No sales or use tax shall be included or charged with Annual Rent. Payment of Rent will be made upon the receipt of an invoice from City mailed to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036,

West Palm Beach, Florida 33402. Each invoice must be received at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due, except that the invoice for the rent for the first year of the Term shall be submitted to County after the Effective Date of the Lease. Payments will be mailed to City at the address set forth in Section 14.02 of this Lease.

Section 2.02 Additional Rent.

Any and all sums of money or charges required to be paid by County under this Lease other than Annual Rent shall be considered "Additional Rent", whether or not the same is specifically so designated, and City shall have the same rights to enforce due and timely payment by County of all Additional Rent as are available to City with regards to Annual Rent.

**ARTICLE III
CONDITION OF LEASED PREMISES, ALTERATIONS**

Section 3.01 Acceptance of Premises by County.

County certifies that County has inspected the Premises and accepts same "As Is", in its existing condition together with any defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. County further acknowledges that City has made no representations or warranties of any nature whatsoever regarding the Premises, including, without limitation, the physical condition of the Premises, any improvements or equipment located thereon, if any, or the suitability thereof for County's intended use thereof. No repair work, alterations, or remodeling of the Premises is required to be done by City as a condition of this Lease. County agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by County as specified in Section 4.01 of this Lease.

Section 3.02 Construction of Project.

County shall be solely responsible for any and all improvements, repairs alterations or other work necessary to render the Premises suitable for County's intended use. County shall design and construct such improvements at County's sole cost and expense, in accordance with the requirements of this Lease and in full compliance with applicable building codes and zoning regulations. All of County's construction and improvements shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion.

Section 3.03 Alterations.

County shall not make any improvements, additions, modifications or alterations to the Premises costing in excess of \$50,000 (hereinafter collectively referred to as "Alterations"), without the prior written consent of City in each instance which consent may be granted or withheld in City's sole and absolute discretion. County shall submit detailed plans and specifications for all such Alterations to City for City's written approval prior to commencing work on same. County agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of County, and not for the benefit of City, such work being nevertheless subject to each and every provision of this Lease. All work done by County shall be done in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans and specifications therefor. Upon giving its approval for any work or Alterations, City may specify whether the Alteration is to be removed by County, at County's sole cost and expense, upon the termination or expiration of this Lease.

Section 3.04 Contractor Requirements.

County shall require contractors to furnish for the benefit of City a payment and performance bond to City equal to the cost of the improvements and in the form required

under Section 255.05, Florida Statutes, if so required by statute. County shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of City endorsed thereon, in such amounts and in such manner as City may reasonably require. City may require additional insurance for any alterations or improvements approved hereunder, in such amount as City reasonable determines to be necessary.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY

Section 4.01 Use of Premises.

County shall use and occupy the Premises solely and exclusively for the establishment and operation of a Head Start facility and program. County shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of City, which consent may be granted or withheld in City's sole discretion.

Section 4.02 Waste or Nuisance.

County shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect City's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at County's sole cost and expense and County will keep such refuse in proper fireproof containers on the interior of the Premises until removed. County will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction. County, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 4.03 Governmental Regulations.

County shall, at County's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to County or its use of the Premises, or the Premises generally. County shall not use, maintain, store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises or any adjacent land in any manner not permitted by law.

Section 4.04 Non-Discrimination.

The parties assure and certify that they will comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, or disability with respect to any activity occurring on the Premises or under this Lease. County warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

Section 4.05 Surrender of Premises.

City acknowledges that all trade fixtures, furnishings, personal property, and signs located on the Premises belong to County and may be removed by County at any time during the Term of this Lease. Upon termination or expiration of this Lease, County shall have the unconditional right to remove any of the trade fixtures, furnishings, personal property, and signs located on the Premises, at its sole cost and expense, including but not limited to those items identified in the Interlocal Agreement between City and County dated July 10, 1990 (R90-1076D) on file with the Palm Beach County Clerk. County

shall surrender the Premises to the City in the same condition the Premises were in as of the Commencement Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or property within the Premises shall vest in City.

ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of City and County.

A. City. Notwithstanding anything in this Lease to the contrary, City shall at all times, at its own cost and expense, keep and maintain the following on the Premises:

1. Fencing.
2. Parking lot (including lighting and signage).
3. Potable water and sanitary sewer systems.
4. Garbage and trash removal.
5. Telephone and cable wiring to the building.
6. Hurricane shutters (including installation).

B. County. Except as otherwise provided herein, County shall at all times keep and maintain the Premises and all Alterations or improvements currently existing or constructed by County hereinafter on or about the Premises, in good condition and repair, at County's sole cost and expense. County's maintenance responsibilities shall include, without limitation, the roof, foundations, and other structural portions of the Premises and building, all entrances, all glass, windows, moldings and storefronts, and all partitions, doors, fixtures, equipment and other appurtenances thereof and improvements thereto, including without limitation, lighting, heating, ventilation and plumbing fixtures and equipment, wiring, the air conditioning system, fire and security alarm systems, playground equipment, and landscaping and irrigation system.

Section 5.02 City's Right to Inspect.

City or City's agents shall have the right, upon reasonable prior notice to County (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. Any such entrance into the Premises shall be conducted by City in a manner calculated to minimize interference with or disruption of County's operations within the Premises.

Notwithstanding anything contained herein to the contrary, City shall have access to the Premises when City, in its sole discretion, determines that it is time to install the hurricane shutters. City will endeavor to provide County with reasonable notice of the installation schedule so that County can prepare to cease its operations on the Premises. County acknowledges that City's installation of the hurricane shutters may occur up to 48 hours prior to the anticipated arrival of a hurricane and that County may not have use of the Premises while the shutters are in place.

ARTICLE VI UTILITIES

City shall be solely responsible for and promptly pay all costs and expenses related to water service, sewer service, and trash collection and removal. County shall be solely responsible for and shall pay directly to the utility company or the provider of such service all use charges for any other utility services provided to the Premises including, without limitation, gas, electricity, telephone and cable. In no event shall City be liable for an interruption or failure in the supply of any such utility to the Premises.

ARTICLE VII INSURANCE

A. County. Without waiving the right to sovereign immunity as provided by Section 768.28 Florida 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.

County acknowledges to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, County agrees to provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which City agrees to recognize as acceptable for the above mentioned coverages.

B. City. City shall maintain all-risk property insurance for adequate limits of coverage on the building based on City's replacement cost calculation, or the highest probable maximum loss estimate for the perils of either fire, wind, or flood. City shall be fully responsible for any deductible, uncovered loss, or self-insured retention.

ARTICLE VIII INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless City against any actions, claims or damages arising out of County's negligence in connection with this Lease, and City shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of City's negligence in connection with this Lease. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 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 section shall survive the termination of this Lease.

ARTICLE IX DESTRUCTION OF PREMISES

Section 9.01 Damage or Destruction by Fire, War or Act of God.

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, City shall promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better, at City's sole cost and expense. In the event City does not diligently pursue such restoration of the Premises, County shall have the right to either seek specific performance of City's obligation to restore the Premises, or terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty.

ARTICLE X ASSIGNMENT AND SUBLETTING

Section 10.01 Consent Required.

County may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of City, which may be granted or withheld at City's absolute discretion. Any attempted assignment, mortgage, pledge,

encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE XI DEFAULT

Section 11.01 Default by County.

The occurrence of any one or more of the following shall constitute an Event of Default by County under this Lease: (i) County's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) County's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on County's part to be performed or observed if such failure continues for more than thirty (30) days after notice from City unless the same is of such a nature that it cannot reasonably be cured within such a time period, in which event County shall be entitled to a reasonable period under the circumstances; or (iii) County's vacating or abandoning the Premises. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, City shall have the right to give County notice that City intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by County, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the thirty (30) day period and the City is so notified, this Lease will continue.

Section 11.02 Default by City.

City shall not be in default unless City fails to perform obligations required of City within a reasonable time, but in no event later than thirty (30) days after written notice by County to City, specifying wherein City has failed to perform such obligations; provided, however, that if the nature of City's obligations is such that more than thirty (30) days are required for performance then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

ARTICLE XII ANNUAL BUDGETARY FUNDING

This Lease and all obligations of County hereunder are subject to and contingent upon County's receipt of Federal funding sufficient to fulfill County's obligations hereunder and fund County's operation of a Head Start program on the Premises. Notwithstanding anything in this Lease to the contrary, County may cancel this Lease for any reason upon ninety (90) days prior written notice to City.

ARTICLE XIII QUIET ENJOYMENT

Upon payment by the County of the Rent, Additional Rent, and other charges herein provided, and 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 without hindrance or interruption by City or any other person or persons lawfully or equitably claiming by, through or under the City, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached thereto, constitute all agreements, conditions and understandings between City and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon City or County unless reduced to writing and signed by them.

Section 14.02 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 such notice shall be the date of delivery of the notice if by personal delivery, courier service, 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 designate the following addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

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
Fax: 561-355-4398

(b) If to the City at:

City of Boynton Beach
Attention: Lori LaVerriere
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33425
Telephone: 561-742-6010
Fax: 561-742-6090

With a copy to:

James A. Cherof, City Attorney
Goren, Cherof, Doody, Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: 954-771-4500_
Fax: 954-771-4923

Any party may from time to time change the address at which notices under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 14.03 Criminal History Records Check.

City shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance, if City's agents or contractors are required under this Lease to enter or work at this site of a "critical facility" as identified in Resolution R2003-1274. City acknowledges and agrees that all agents and contractors who are to perform work in this critical facility will be subject to a fingerprint check based criminal history check.

Section 14.04 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, 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 Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14.05 Recording.

County shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of City, which may be granted or withheld at City's sole discretion.

Section 14.06 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 14.07 Governing Law and Venue.

This Lease 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, Florida.

Section 14.08 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 City's Fire Department.

Section 14.09 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.10 Waiver.

The waiver by City 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 City to or of any act by County requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent similar act by County.

Section 14.11 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 14.12 Construction.

No party shall be considered the author of this Lease 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 Lease 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 Lease and the same shall remain in full force and effect.

Section 14.13 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 14.14 Survival

Notwithstanding any early termination of this Lease, County shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon County hereunder arising prior to the date of such termination.

Section 14.15 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 14.16 Effective Date of Lease.

This Lease 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

WITNESS:

Tammy Stanzione
Witness Signature

Tammy Stanzione
Print Witness Name

Cindy Morabito
Witness Signature

Cindy Morabito
Print Witness Name

CITY:

By: [Signature]
Mayor

ATTEST:

By: Janet M. Prain
Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


By: [Signature]
City Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 15th day of December, 2011, before me personally appeared Jose Rodriguez, Mayor, personally known to me or who produced n/a as identification and who did () did not (X) take an oath and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein.

Catherine Cherry-Guberman
Notary Public, State of Florida
Print Name Catherine Cherry-Guberman
Commission No. DD792144

My Commission Expires: 5-27-12

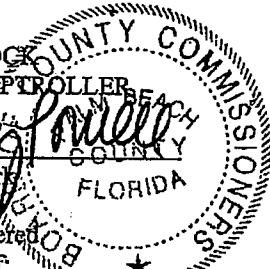
NOTARY PUBLIC-STATE OF FLORIDA
 Catherine Cherry-Guberman
Commission #DD792144
Expires: MAY 27, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

R2012 0242 FEB 07 2012

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: [Signature]
Deputy Clerk



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

By: [Signature]
Shelley Vana, Chair

Signed and delivered
in the presence of:

[Signature]
Witness Signature

Catherine M. Papo
Print Witness Name

[Signature]
Witness Signature

Barbara Strickland
Print Witness Name

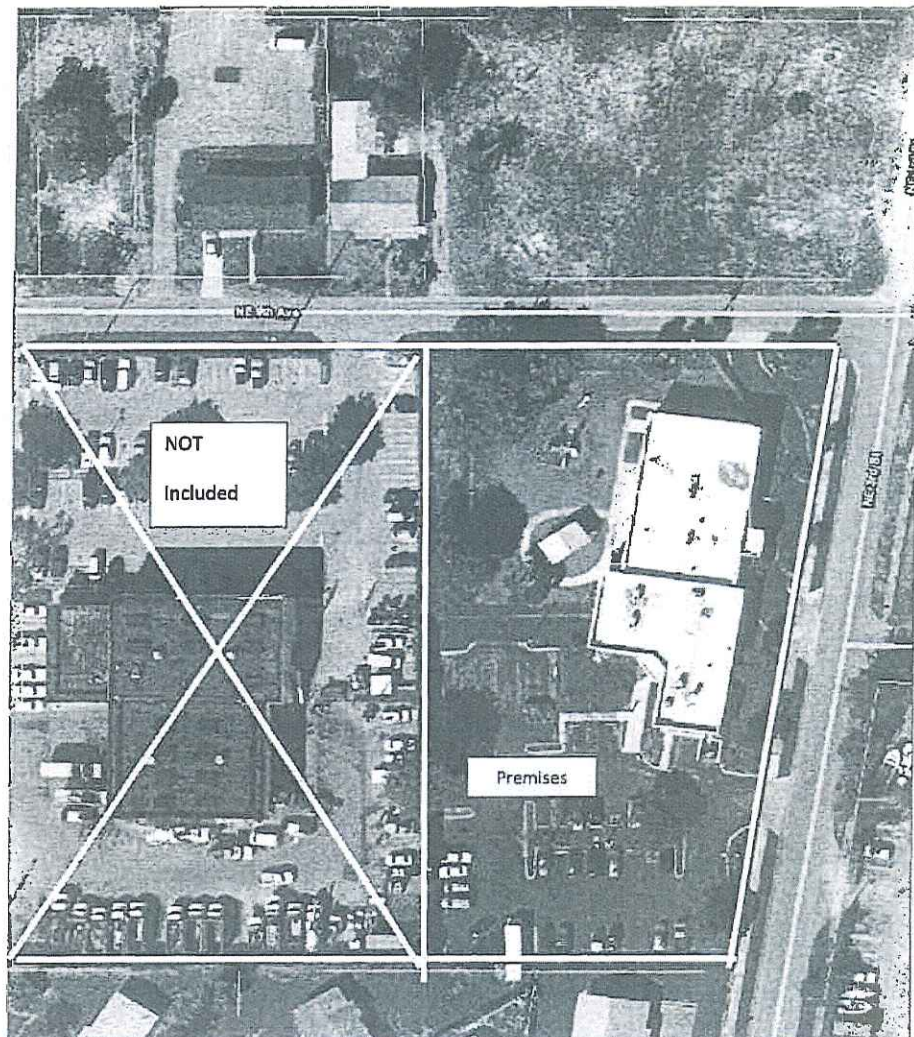
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
County Attorney

By: [Signature]
Department Director

EXHIBIT "A"
THE "PREMISES"



ASSIGNMENT AND ASSUMPTION OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

That Palm Beach County ("Assignor"), in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, transfer and set over absolutely unto Lutheran Services Florida, Inc. ("Assignee") that certain Lease Agreement dated February 7, 2012, (R2012-0242), (the "Lease") by and between the City of Boynton Beach (as "City") and Palm Beach County (as "County") for the following-described Premises:

See Exhibit "A" attached hereto and made a part hereof.

Together with any and all deposits made thereunder by way of security, if any, and any accrued interest thereon, subject, however, to all the terms, covenants and conditions contained therein.

This assignment is contingent upon and effective upon Assignee providing to Assignor notice of approval, together with supporting documentation, of its initial Federal funding to fund Assignee's operation of a Head Start program. Upon receipt of such Federal funding, Assignor shall be released from any further obligation under the Lease.

IN WITNESS WHEREOF, Assignor has caused its hand and seal to be set this _____ day of _____, 20_____.

ATTEST:

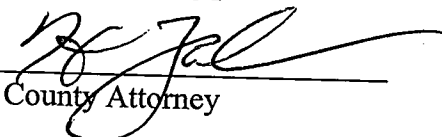
SHARON R. BOCK
CLERK & COMPTROLLER

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

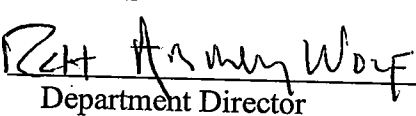
By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Department Director

ASSUMPTION

THE UNDERSIGNED, Assignee, does hereby assume the Lease and agree to perform and be bound by all of the terms, covenants and conditions contained therein, effective as of the date hereof.

This assumption is contingent upon and effective upon Assignee providing to Assignor notice of approval, together with supporting documentation, of its initial Federal funding to fund Assignee's operation of a Head Start program. Upon receipt of such Federal funding, Assignor shall be released from any further obligation under the Lease.

IN WITNESS WHEREOF, Assignee has caused its hand and seal to be set this 19th March day of March, 2014.

Signed, sealed and delivered
in the presence of:

ASSIGNEE:
LUTHERAN SERVICES FLORIDA, INC., a
Florida not for profit corporation

[Signature]
Witness Signature

By: [Signature]

Louis Finney, Vice President
Head Start/Early Head Start

Lynn W. Stone
Print Witness Signature

Seal

Not For Profit Corporation

Lamisha Clarke
Witness Signature

Lamisha Clarke
Print Witness Signature

R11-137

R2012 0242 FEB 07 2012

LEASE AGREEMENT

between

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

and

CITY OF BOYNTON BEACH
A MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA
(City)

AGREEMENT OF LEASE

THIS LEASE made and entered into _____, by and between CITY OF BOYNTON BEACH, a municipal corporation organized and operating pursuant to the laws of the State of Florida, hereinafter referred to as "City" and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, City is the owner of certain real property as more specifically described hereinafter which County desires to lease from City; and

WHEREAS, City is willing to lease such property to County for the use set forth hereinafter;

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the County to be observed and performed, the City demises and leases to County, and County rents from City the building located at 909 NE 3rd Street, Boynton Beach, Florida, together with the parking lot, playground, and grassy area provided for the building as depicted in Exhibit "A" attached hereto and made a part hereof (the "Premises").

Section 1.02 Length of Term and Commencement Date.

This Lease shall be effective upon the Effective Date as defined hereinafter. The term of this Lease shall commence upon the Effective Date (the "Commencement Date"), and shall extend for a period of Ten (10) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. The Term of this Lease shall be automatically extended for two (2) successive period(s) of ten (10) years each, under the same terms and conditions of this Lease, commencing upon the expiration of the initial Term of this Lease or any extension thereof, unless either party provides notice on or before one hundred eighty (180) days prior to the end of the then current Term that such party does not want the term to be automatically extended, in which event this Lease shall expire at the end of the current Term.

ARTICLE II RENT

Section 2.01 Annual Rent.

County shall pay City an annual net Rent of One (\$1.00) Dollar (the "Annual Rent"), payable on the Commencement Date and each subsequent anniversary thereof. County is a tax-exempt entity. No sales or use tax shall be included or charged with Annual Rent. Payment of Rent will be made upon the receipt of an invoice from City mailed to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036,

West Palm Beach, Florida 33402. Each invoice must be received at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due, except that the invoice for the rent for the first year of the Term shall be submitted to County after the Effective Date of the Lease. Payments will be mailed to City at the address set forth in Section 14.02 of this Lease.

Section 2.02 Additional Rent.

Any and all sums of money or charges required to be paid by County under this Lease other than Annual Rent shall be considered "Additional Rent", whether or not the same is specifically so designated, and City shall have the same rights to enforce due and timely payment by County of all Additional Rent as are available to City with regards to Annual Rent.

ARTICLE III CONDITION OF LEASED PREMISES, ALTERATIONS

Section 3.01 Acceptance of Premises by County.

County certifies that County has inspected the Premises and accepts same "As Is", in its existing condition together with any defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. County further acknowledges that City has made no representations or warranties of any nature whatsoever regarding the Premises, including, without limitation, the physical condition of the Premises, any improvements or equipment located thereon, if any, or the suitability thereof for County's intended use thereof. No repair work, alterations, or remodeling of the Premises is required to be done by City as a condition of this Lease. County agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by County as specified in Section 4.01 of this Lease.

Section 3.02 Construction of Project.

County shall be solely responsible for any and all improvements, repairs alterations or other work necessary to render the Premises suitable for County's intended use. County shall design and construct such improvements at County's sole cost and expense, in accordance with the requirements of this Lease and in full compliance with applicable building codes and zoning regulations. All of County's construction and improvements shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion.

Section 3.03 Alterations.

County shall not make any improvements, additions, modifications or alterations to the Premises costing in excess of \$50,000 (hereinafter collectively referred to as "Alterations"), without the prior written consent of City in each instance which consent may be granted or withheld in City's sole and absolute discretion. County shall submit detailed plans and specifications for all such Alterations to City for City's written approval prior to commencing work on same. County agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of County, and not for the benefit of City, such work being nevertheless subject to each and every provision of this Lease. All work done by County shall be done in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans and specifications therefor. Upon giving its approval for any work or Alterations, City may specify whether the Alteration is to be removed by County, at County's sole cost and expense, upon the termination or expiration of this Lease.

Section 3.04 Contractor Requirements.

County shall require contractors to furnish for the benefit of City a payment and performance bond to City equal to the cost of the improvements and in the form required

under Section 255.05, Florida Statutes, if so required by statute. County shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of City endorsed thereon, in such amounts and in such manner as City may reasonably require. City may require additional insurance for any alterations or improvements approved hereunder, in such amount as City reasonable determines to be necessary.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY

Section 4.01 Use of Premises.

County shall use and occupy the Premises solely and exclusively for the establishment and operation of a Head Start facility and program. County shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of City, which consent may be granted or withheld in City's sole discretion.

Section 4.02 Waste or Nuisance.

County shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect City's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at County's sole cost and expense and County will keep such refuse in proper fireproof containers on the interior of the Premises until removed. County will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction. County, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 4.03 Governmental Regulations.

County shall, at County's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to County or its use of the Premises, or the Premises generally. County shall not use, maintain, store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises or any adjacent land in any manner not permitted by law.

Section 4.04 Non-Discrimination.

The parties assure and certify that they will comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, or disability with respect to any activity occurring on the Premises or under this Lease. County warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

Section 4.05 Surrender of Premises.

City acknowledges that all trade fixtures, furnishings, personal property, and signs located on the Premises belong to County and may be removed by County at any time during the Term of this Lease. Upon termination or expiration of this Lease, County shall have the unconditional right to remove any of the trade fixtures, furnishings, personal property, and signs located on the Premises, at its sole cost and expense, including but not limited to those items identified in the Interlocal Agreement between City and County dated July 10, 1990 (R90-1076D) on file with the Palm Beach County Clerk. County

shall surrender the Premises to the City in the same condition the Premises were in as of the Commencement Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or property within the Premises shall vest in City.

ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of City and County.

A. City. Notwithstanding anything in this Lease to the contrary, City shall at all times, at its own cost and expense, keep and maintain the following on the Premises:

1. Fencing.
2. Parking lot (including lighting and signage).
3. Potable water and sanitary sewer systems.
4. Garbage and trash removal.
5. Telephone and cable wiring to the building.
6. Hurricane shutters (including installation).

B. County. Except as otherwise provided herein, County shall at all times keep and maintain the Premises and all Alterations or improvements currently existing or constructed by County hereinafter on or about the Premises, in good condition and repair, at County's sole cost and expense. County's maintenance responsibilities shall include, without limitation, the roof, foundations, and other structural portions of the Premises and building, all entrances, all glass, windows, moldings and storefronts, and all partitions, doors, fixtures, equipment and other appurtenances thereof and improvements thereto, including without limitation, lighting, heating, ventilation and plumbing fixtures and equipment, wiring, the air conditioning system, fire and security alarm systems, playground equipment, and landscaping and irrigation system.

Section 5.02 City's Right to Inspect.

City or City's agents shall have the right, upon reasonable prior notice to County (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. Any such entrance into the Premises shall be conducted by City in a manner calculated to minimize interference with or disruption of County's operations within the Premises.

Notwithstanding anything contained herein to the contrary, City shall have access to the Premises when City, in its sole discretion, determines that it is time to install the hurricane shutters. City will endeavor to provide County with reasonable notice of the installation schedule so that County can prepare to cease its operations on the Premises. County acknowledges that City's installation of the hurricane shutters may occur up to 48 hours prior to the anticipated arrival of a hurricane and that County may not have use of the Premises while the shutters are in place.

ARTICLE VI UTILITIES

City shall be solely responsible for and promptly pay all costs and expenses related to water service, sewer service, and trash collection and removal. County shall be solely responsible for and shall pay directly to the utility company or the provider of such service all use charges for any other utility services provided to the Premises including, without limitation, gas, electricity, telephone and cable. In no event shall City be liable for an interruption or failure in the supply of any such utility to the Premises.

ARTICLE VII INSURANCE

A. County. Without waiving the right to sovereign immunity as provided by Section 768.28 Florida 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.

County acknowledges to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, County agrees to provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which City agrees to recognize as acceptable for the above mentioned coverages.

B. City. City shall maintain all-risk property insurance for adequate limits of coverage on the building based on City's replacement cost calculation, or the highest probable maximum loss estimate for the perils of either fire, wind, or flood. City shall be fully responsible for any deductible, uncovered loss, or self-insured retention.

ARTICLE VIII INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless City against any actions, claims or damages arising out of County's negligence in connection with this Lease, and City shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of City's negligence in connection with this Lease. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 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 section shall survive the termination of this Lease.

ARTICLE IX DESTRUCTION OF PREMISES

Section 9.01 Damage or Destruction by Fire, War or Act of God.

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, City shall promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better, at City's sole cost and expense. In the event City does not diligently pursue such restoration of the Premises, County shall have the right to either seek specific performance of City's obligation to restore the Premises, or terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty.

ARTICLE X ASSIGNMENT AND SUBLETTING

Section 10.01 Consent Required.

County may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of City, which may be granted or withheld at City's absolute discretion. Any attempted assignment, mortgage, pledge,

encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE XI DEFAULT

Section 11.01 Default by County.

The occurrence of any one or more of the following shall constitute an Event of Default by County under this Lease: (i) County's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) County's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on County's part to be performed or observed if such failure continues for more than thirty (30) days after notice from City unless the same is of such a nature that it cannot reasonably be cured within such a time period, in which event County shall be entitled to a reasonable period under the circumstances; or (iii) County's vacating or abandoning the Premises. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, City shall have the right to give County notice that City intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by County, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the thirty (30) day period and the City is so notified, this Lease will continue.

Section 11.02 Default by City.

City shall not be in default unless City fails to perform obligations required of City within a reasonable time, but in no event later than thirty (30) days after written notice by County to City, specifying wherein City has failed to perform such obligations; provided, however, that if the nature of City's obligations is such that more than thirty (30) days are required for performance then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

ARTICLE XII ANNUAL BUDGETARY FUNDING

This Lease and all obligations of County hereunder are subject to and contingent upon County's receipt of Federal funding sufficient to fulfill County's obligations hereunder and fund County's operation of a Head Start program on the Premises. Notwithstanding anything in this Lease to the contrary, County may cancel this Lease for any reason upon ninety (90) days prior written notice to City.

ARTICLE XIII QUIET ENJOYMENT

Upon payment by the County of the Rent, Additional Rent, and other charges herein provided, and 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 without hindrance or interruption by City or any other person or persons lawfully or equitably claiming by, through or under the City, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached thereto, constitute all agreements, conditions and understandings between City and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon City or County unless reduced to writing and signed by them.

Section 14.02 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 such notice shall be the date of delivery of the notice if by personal delivery, courier service, 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 designate the following addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

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
Fax: 561-355-4398

(b) If to the City at:

City of Boynton Beach
Attention: Lori LaVerriere
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33425
Telephone: 561-742-6010
Fax: 561-742-6090

With a copy to:

James A. Cherof, City Attorney
Goren, Cherof, Doody, Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: 954-771-4500
Fax: 954-771-4923

Any party may from time to time change the address at which notices under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 14.03 Criminal History Records Check.

City shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance, if City's agents or contractors are required under this Lease to enter or work at this site of a "critical facility" as identified in Resolution R2003-1274. City acknowledges and agrees that all agents and contractors who are to perform work in this critical facility will be subject to a fingerprint check based criminal history check.

Section 14.04 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, 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 Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14.05 Recording.

County shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of City, which may be granted or withheld at City's sole discretion.

Section 14.06 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 14.07 Governing Law and Venue.

This Lease 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, Florida.

Section 14.08 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 City's Fire Department.

Section 14.09 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.10 Waiver.

The waiver by City 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 City to or of any act by County requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent similar act by County.

Section 14.11 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 14.12 Construction.

No party shall be considered the author of this Lease 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 Lease 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 Lease and the same shall remain in full force and effect.

Section 14.13 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 14.14 Survival

Notwithstanding any early termination of this Lease, County shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon County hereunder arising prior to the date of such termination.

Section 14.15 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 14.16 Effective Date of Lease.

This Lease 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

WITNESS:

Tammy Stanzione
Witness Signature

Tammy Stanzione
Print Witness Name

Cindy Morabito
Witness Signature

Cindy Morabito
Print Witness Name

CITY:

By: [Signature]

Mayor

ATTEST:

By: Janet M. Praine

Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]

City Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 15th day of December, 2011, before me personally appeared Jose Rodriguez, Mayor, personally known to me or who produced n/a as identification and who did () did not (X) take an oath and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein.

Catherine Cherry-Guberman
Notary Public, State of Florida
Print Name Catherine Cherry-Guberman
Commission No. DD792144

My Commission Expires: 5-27-12

NOTARY PUBLIC-STATE OF FLORIDA
Catherine Cherry-Guberman
Commission #DD792144
Expires: MAY 27, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

R2012 0242 FEB 07 2012

ATTEST:

SHARON R. BOGGS
CLERK & COMPTROLLER

By: Sharon Boggs
Deputy Clerk

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

By: Shelley Vana
Shelley Vana, Chair

Signed and delivered
in the presence of:

Catherine M. Papo
Witness Signature

Catherine M. Papo
Print Witness Name

Barbara Strickland
Witness Signature

Barbara Strickland
Print Witness Name

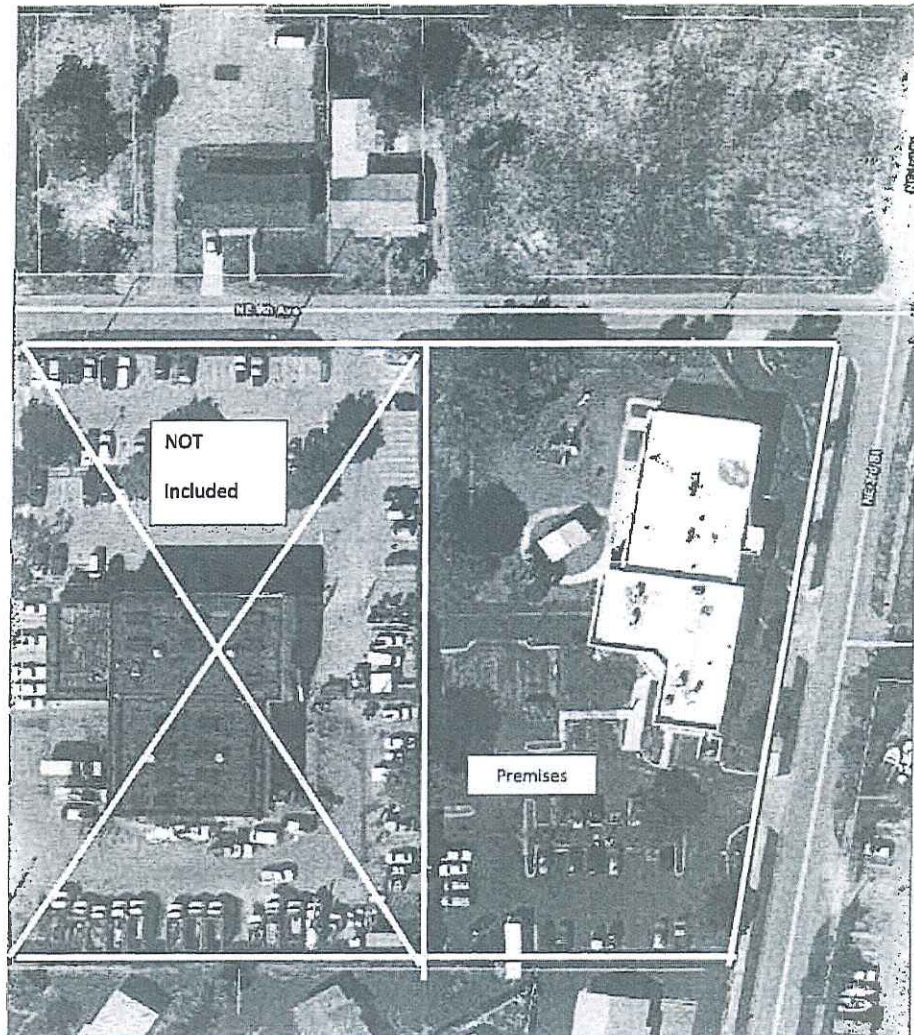
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Department Director

EXHIBIT "A"
THE "PREMISES"



TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Louis Finney, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Vice President, of Head Start/Early Head Start of Lutheran Services Florida, Inc., (Head Start) a Florida not for profit corporation, (the "Tenant and Assignee") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 2210 Tall Pines Drive, Suite 220, Largo, FL 33771.

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Tenant and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant
Print Affiant Name: Louis Finney

The foregoing instrument was sworn to, subscribed and acknowledged before me this 19th day of March, 2014, by Louis Finney [☒] who is personally known to me or [☐] who has produced _____ as identification and who did take an oath.

[Signature]
Notary Public
JoAnne Ratliff
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____

EXHIBIT "A"

PROPERTY



SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

NAME	ADDRESS	PERCENTAGE OF INTEREST
------	---------	---------------------------

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**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

WORKSHOP SUMMARY

Meeting Date: September 24, 2013

Department: Community Services/Administration

I. EXECUTIVE BRIEF

Title: Head Start Recompentition

Summary: Pursuant to a 2011 President Obama Administration directive designed to improve the performance of Head Start programs, grantees meeting certain specified criteria are required to compete for continuation of federal funding. Palm Beach County Board of County Commissioners, as the principal grantee for Palm Beach County, has been designated as one of four Head Start programs in the State required to compete this year. The competition process (recompetition) is similar to a request for proposals solicitation whereby interested parties submit applications and, in this case, the U.S. Department of Health and Human Services evaluates the applications and makes an award for a funding cycle expected to start July 1, 2014, and end five years later. The application for recompetition is due on October 22, 2013. This workshop will include a brief staff summary of the Head Start Program and the recompetition process followed by a presentation from a non-profit organization, Lutheran Services of Florida (LSF), that is proposing to assume the County's role as principal grantee in partnership with the School Board of Palm Beach County and the Children's Services Council of Palm Beach County. Staff is recommending that the County accept the proposal in concept and direct staff to negotiate terms with LSF, the Children's Services Council, and the School District including, but not limited to, the following components which would, in part, be subject to LSF receipt of the grant award:

- Support for LSF application for principal grantee designation;
- County agreement to **not** apply for continuation of grantee designation;
- Leasing of County-owned facilities to LSF;
- Phasing out of County payments of matching funds over a five-year period and assumption of match payments by the Children's Services Council;
- Delineation of School District and Children's Services Council responsibilities and contributions;
- Priority hiring consideration for County Head Start employees; and
- Implementation of quality improvement measures and establishment of a high-performing integrated early care and education system.

Acceptance of the staff recommendation is likely to result in the assumption of Head Start program administration responsibilities by a non-profit organization and the eventual release of Board of County Commissioners funding and oversight responsibilities. There will be a displacement of County employees due to this change. Although it is anticipated that the majority of qualified employees will be hired by the new grantee and delegate agencies, some employees may not be retained and will need to pursue other employment. A transition plan that includes measures to assist staff with internal and external hiring and job placement will be developed and implemented should the staff recommendation be accepted. Countywide (TKF)

Background and Policy Issues: Continued on Page 3

Attachments:

1. PowerPoint Slides
2. Lutheran Services of Florida Proposal

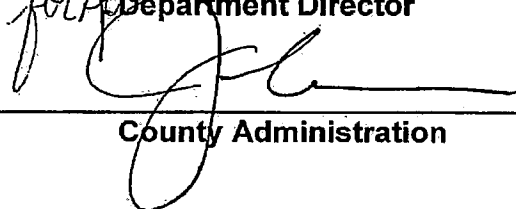
Recommended by:

for 

Department Director

Date

Approved By:



County Administration

9-18-13

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Reporting Category _____

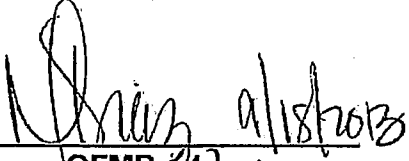
B. Recommended Sources of Funds/Summary of Fiscal Impact:

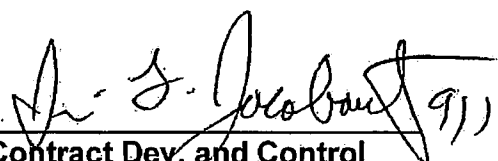
Acceptance of the staff recommendation will initiate actions expected to result in short and long-term cost savings beginning in the 4th quarter FY 2014 and continuing into future years. The amount of the cost savings will be dependent upon federal grant awards and future financial obligations and commitments from the Children's Services Council and the federal grantee and will be presented to the Board at a later date.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

 9/18/13
 OFMB 9/18/13 cc 9/18/13

 9/19/13
 Contract Dev. and Control 9-19-13 B. Whaler

B. Legal Sufficiency:

 9/20/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01
 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Background and Policy Issues: Head Start is a federal program that promotes school readiness of children from low-income families ages birth to five by enhancing their cognitive, social and emotional development. Head Start programs provide comprehensive services to enrolled children and their families. The services include health, nutrition, social and other services determined to be necessary by family needs assessments, in addition to education and cognitive services. The services are designed to be responsive to each child and the ethnic, cultural, and linguistic heritage of the family. There are currently 2296 children enrolled in the program, 2025 in Head Start (ages 3-5) and 271 in Early Head Start (birth-3). Slightly less than half of the children attend classrooms in County-operated centers and the remainder attend classrooms in delegate or contracted centers operated by non-profit or faith-based organizations and the School District. The total FY 2014 budget for Head Start is \$27,620,000. Approximately 69% of the budget (≈\$19 million) is provided by grants, the majority of that (≈\$16.4 million) being federal funds. The remaining non-grant funding is ad valorem.