

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	January 13, 2015	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

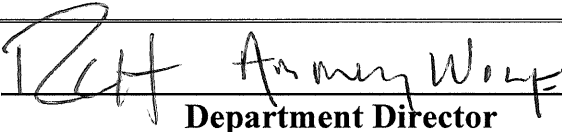
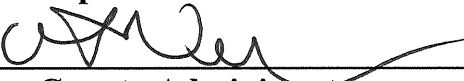
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to:
A) **adopt** a Resolution authorizing a First Amendment to Lease Agreement dated January 11, 2005, (R2005-0106), with the Lake Worth West Resident Planning Group, Inc. for the use of a 1,584 SF modular located at 4730 Maine Street in Lake Worth is in the best interest of the County; and
B) **approve** the First Amendment to Lease Agreement.

Summary: Since January 2005, the Lake Worth West Resident Planning Group (“Group”) has leased a County owned 1,100 SF building located at 4730 Maine Street in Lake Worth which is adjacent to the Lake Worth West Neighborhood Park, for operation of the Lake Worth West Community Center. On April 16, 2013, the Board allocated \$300,000 in CCRT funding to acquire and install a 1,584 SF modular building for expansion of the Group’s social programs and related activities. The modular project was completed November 25, 2014. This First Amendment expands the premises to include the modular building, deletes Exhibit “B” as the County’s work has been completed and updates the Lease to include standard provisions. The Lease can be terminated upon 60 days notice by either party. The Group will continue to pay for non-structural maintenance and all utilities. (PREM) District 3 (HJF)

Background and Justification: The unincorporated area in western Lake Worth was identified by the Countywide Community Revitalization Team as a neighborhood in need of revitalization. A small community park was constructed between Maine Street and Vermont Avenue. On April 2, 2004, (R2004-0239), the County acquired a home adjacent to the park for \$130,000. The Group is a non-profit corporation coordinating revitalization efforts in the Lake Worth West Community by providing outreach services and other associated social functions and activities to the area residents. On January 11, 2005, the Board approved a Lease of the home to the Group for \$1/yr., and on February 8, 2005, after approximately \$32,000 in renovations to the home were completed, the Group commenced operations in the renovated home which is now known as the Lake Worth West Community Center. The Group is responsible for landscaping, grounds maintenance, non-structural repairs, interior painting, providing insurance, and payment of utilities, taxes and all assessments against the premises. The County is responsible for any structural maintenance. This First Amendment replaces Exhibit “A” to expand the premises; deletes Exhibit “B”; adds provisions regarding the Inspector General and third party beneficiaries; and updates the notice, insurance and non-discrimination provisions to comply with County policy. State Statutes do not require a Disclosure of Beneficial Interests be obtained when the County leases property to a tenant, however, Staff requested an updated disclosure. The Group is a Florida not for profit corporation and has provided a Disclosure of Beneficial Interests as Attachment 4 identifying itself as a 501(c)(3) organization with no individuals or entities having a beneficial interest in the Group’s assets.

- Attachments:**
- 1. Location Map
 - 2. Resolution
 - 3. First Amendment to Lease Agreement
 - 4. Disclosure of Beneficial Interests

Recommended By:		12/26/14
	Department Director	Date
Approved By:		1/5/15
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* -0-_____	-0-_____	-0-_____	-0-_____	-0-_____
# 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:

* No fiscal impact.

Fixed Asset Number: n/a

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB 12/29/14 12-30-14
for Contract Development and Control

B. Legal Sufficiency:

1/5/15
Assistant County Attorney

C. Other Department Review:

Department Director

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



LOCATION MAP

RESOLUTION NO. 2015-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE EXPANSION OF THE LEASED PREMISES BEING LEASED TO LAKE WORTH WEST RESIDENT PLANNING GROUP, INC., PURSUANT TO FLORIDA STATUTES, SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lake Worth West Resident Planning Group, Inc., a Florida not for profit corporation (“Tenant”), pursuant to a Lease dated January 11, 2005 (R2005-0106), leases certain real property from the County for use by Lake Worth West for a community center, meetings, social functions, and related activities; and

WHEREAS, Tenant has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County increase the real property being leased to Tenant to accommodate a 1,584 square foot modular building funded by the Countywide Community Revitalization Team in order to expand its social programs and related activities offered to the residents of the Lake Worth West community; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use and such real property is not needed for County purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Lease Real Property

The Board of County Commissioners of Palm Beach County shall lease to Tenant, pursuant to the First Amendment to the Lease attached hereto and incorporated herein by reference, the expanded leased premises identified in such First Amendment.

Section 3. Conflict with Federal or State Law or County Charter

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. Effective Date

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing Resolution was offered by Commissioner _____ who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Shelley Vana, Mayor
Commissioner Mary Lou Berger, Vice Mayor
Commissioner Hal R. Valeche
Commissioner Paulette Burdick
Commissioner Steven L. Abrams
Commissioner Melissa McKinlay
Commissioner Priscilla A. Taylor

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2015.

PALM BEACH COUNTY, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 
Department Director

**FIRST AMENDMENT
TO
LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is made and entered into _____ by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County"), and LAKE WORTH WEST RESIDENT PLANNING GROUP, INC., a Florida not for profit corporation ("Tenant"). County and Tenant are sometimes referred to herein collectively as the "parties".

WITNESSETH:

WHEREAS, County and Tenant entered into that certain Lease Agreement dated January 11, 2005, (R2005-0106) (the "Lease"), for the use of the Premises as defined in the Lease; and

WHEREAS, the parties wish to redefine "Premises" to include a 1,584 square foot modular building, establish the "Commencement Date" and incorporate certain language required by County.

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

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning ascribed to them in the Lease.
2. "Premises" as defined in Section 1.01 of the Lease is modified to include a 1,584 square foot modular building as depicted in Exhibit "A" attached hereto and made a part hereof.
3. The parties acknowledge and agree that the Commencement Date as defined in Section 1.02 of the Lease shall be February 8, 2005, which is the approval date of the final building permit inspection.
4. Exhibit "A" as identified in Section 1.01 of the Lease is hereby deleted and replaced with Exhibit "A" attached hereto and made a part hereof.
5. Exhibit "B" as identified in Section 3.01 of the Lease is hereby deleted in its entirety.
6. Section 7.06 of the Lease is modified to provide the following:

Tenant shall provide a certificate of insurance evidencing limits, coverages and endorsements required herein to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Subsequently, Tenant shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system. 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 County 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 County, all premiums and expenses incurred by County.

The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

7. The County's and Tenant's addresses in Section 14.02 are revised as set forth below:

(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
Fax: 561-233-0210

(c) If to the Tenant at:
Lake Worth West Resident Planning Group, Inc.
c/o Carol Clinton, Executive Director
4730 Maine Street
Lake Worth, FL 33461
Fax: (561) 649-9693

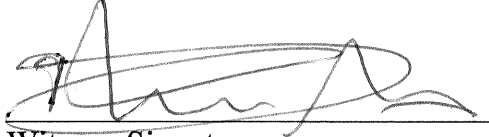
8. No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of Palm Beach County or employees of County or Tenant.
9. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Lease.

Pursuant to Resolution R-2014-1421, as may be amended, Tenant is required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. Tenant's has provided its non-discrimination policy which is in conformance with Palm Beach County's policy.

10. 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.
11. Except as set forth herein, the Lease remains unmodified and in full force and effect.
12. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

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

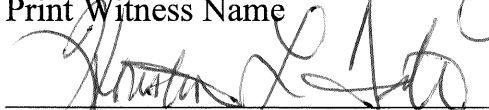
WITNESSES:



Witness Signature

Ruth C. McGillen

Print Witness Name



Witness Signature

Houston L. Tate

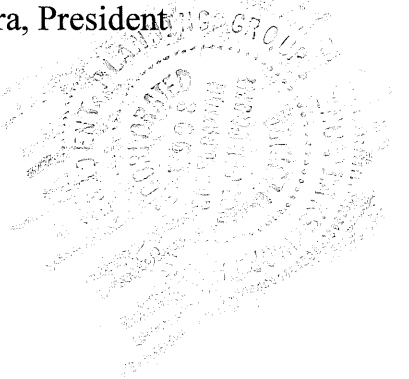
Print Witness Name

TENANT:

LAKE WORTH WEST RESIDENT
PLANNING GROUP, INC., a Florida
not for profit corporation

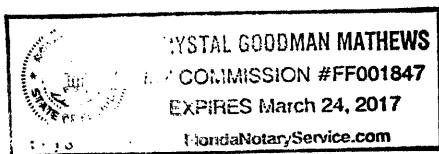
By: 
Damian Rivera, President


Seal
Not for Profit



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing First Amendment to Lease Agreement was acknowledged before me this September 30th 2014 day of September, 2014, by Damian Rivera, the President of Lake Worth West Resident Planning Group, Inc., a Florida not for profit corporation, who is personally known to me OR who produced _____ as identification and who did _____ did not ☒ take an oath.




Notary Public
Crystal Mathews
Print Notary Name

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 3/24/17

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

COUNTY:

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

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS AND
AND CONDITIONS

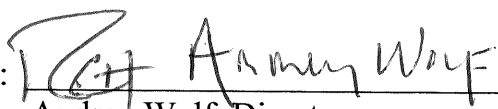
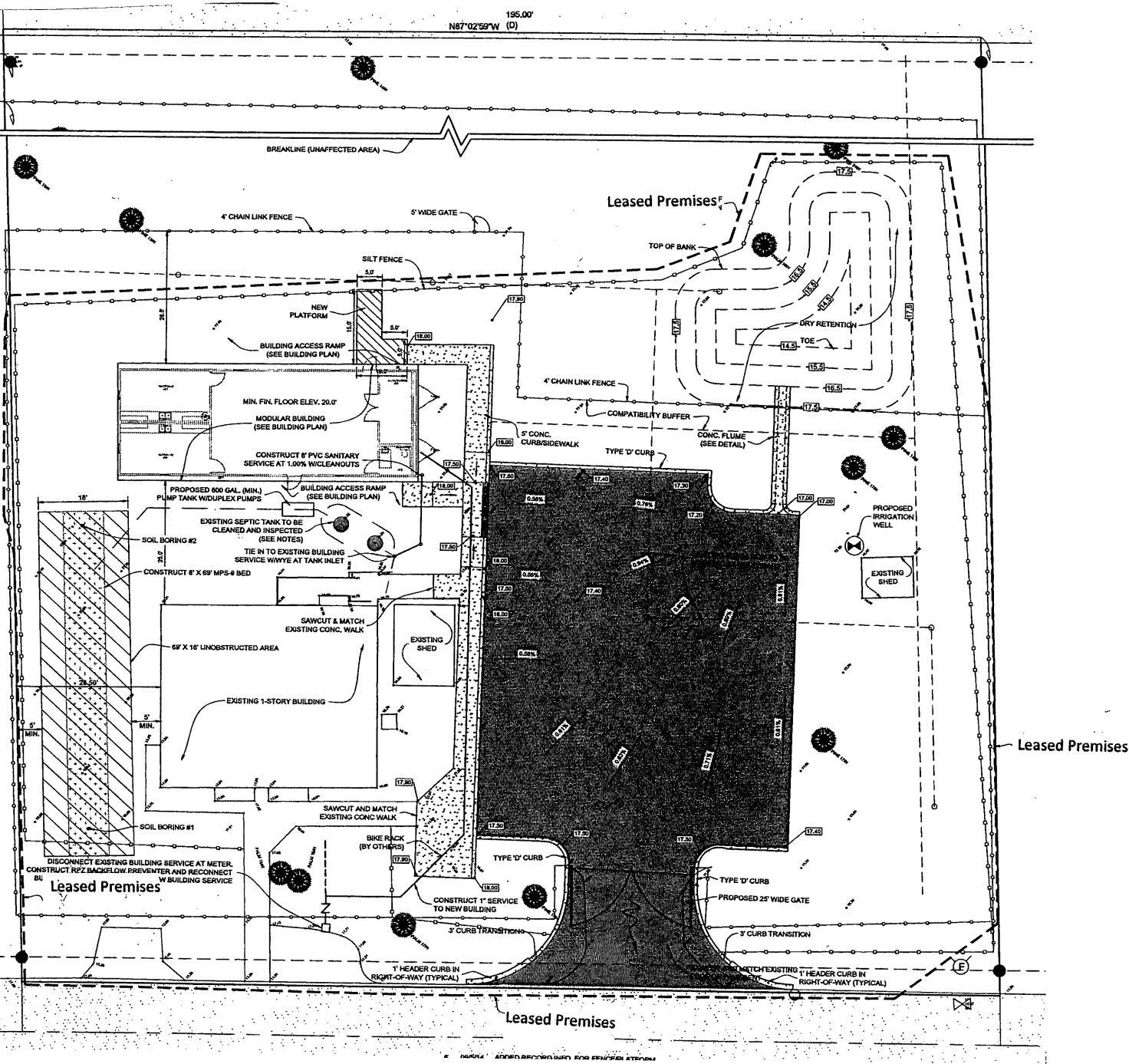
By: 
Audrey Wolf, Director
Facilities Development & Operations

EXHIBIT "A"

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 Carol Clinton, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Executive Director, of Lake Worth West Resident Planning Group, Inc. a Florida Not for profit corporation, (the "Tenant") which entity is the lessee of the real property depicted on the attached Exhibit "A" (the "Premises").

2. Affiant's address is: 4730 Maine Street, Lake Worth, FL 33461.

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.

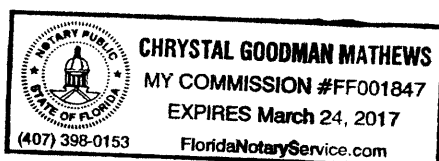
5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

Lake Worth West Resident Planning Group Inc.
X Carol Clinton, Exec Dir., Affiant

Print Affiant Name: Carol Clinton, Executive Director

The foregoing instrument was sworn to, subscribed and acknowledged before me this 30th day of September, 2014, by Carol Clinton [☒] who is personally known to me or [☐] who has produced _____ as identification and who did take an oath.



Chrystal Mathews
Notary Public

Chrystal Mathews
(Print Notary Name)

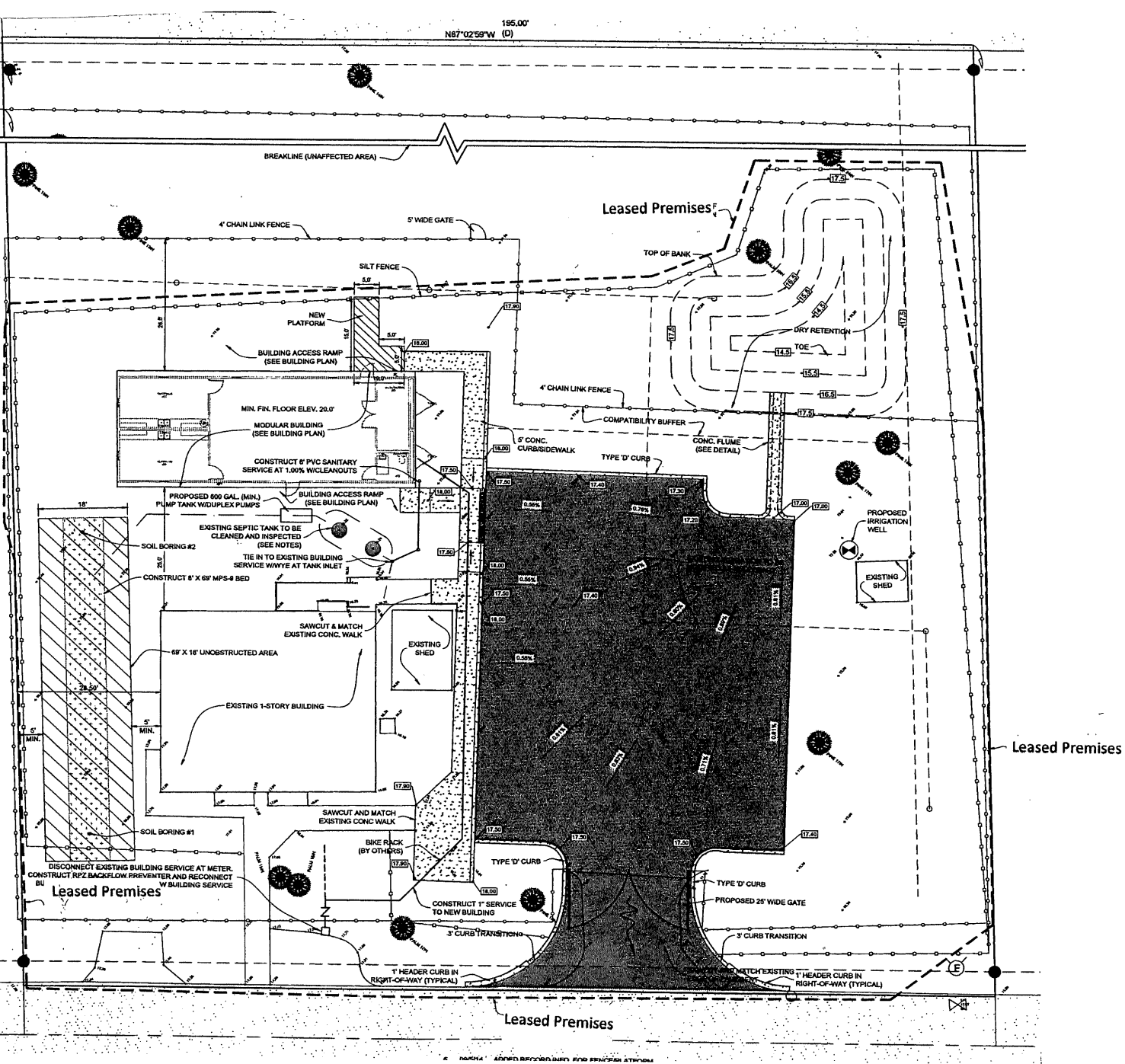
NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 3/24/17

EXHIBIT "A"

PREMISES



SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

NAME	ADDRESS	PERCENTAGE OF INTEREST
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There are no individuals or entities that have a beneficial interest in its assets



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton Insurance, Inc. 7405 Lake Worth Road Lake Worth, FL 33467 Phone (561) 966-1848 Fax (561) 966-4312	CONTACT NAME: KATHY HALE PHONE (A/C, No, Ext): (561) 966-1848 FAX (A/C, No): (561) 966-4312 E-MAIL ADDRESS: KATHY@EATONINSURANCE.NET
INSURED Lake Worth West Resident Planning Group, Inc. 4730 Maine Street Lake Worth, FL 33461 (561) 649-9600	INSURER(S) AFFORDING COVERAGE INSURER A: SCOTTSDALE INSURANCE CO INSURER B: NATIONAL LIABILITY & FIRE INSURANCE CO INSURER C: U.S. LIABILITY INSURANCE CO INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDLSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	CPS2001669	07/20/2014	07/20/2015
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> UM 10/20 <input checked="" type="checkbox"/> COMP/COL	N	N	73APR312967	12/01/2014	12/01/2015
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N	N	ND01049428J	08/02/2014	08/02/2015
	DIRECTORS & OFFICERS LIABILITY	N	N			\$1,000,000.00 SINGLE LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
GOVERNMENT FUNDED, NOT FOR PROFIT ORGANIZATION FOR NEIGHBORHOOD EMBETTERMENT
PROPERTY IS COVERED UNDER INSR LTR "A". 150,000 SPECIAL FORM, 1000 AOP DED, X-WIND.
CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED FOR GENERAL LIABILITY PER LEASE AGREEMENT R2005-0106

CERTIFICATE HOLDER PALM BEACH COUNTY BOCC C/O PROPERTY & REAL ESTATE MANAGEMENT DIVISION 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411 Certificate Holder is Additional Insured	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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STATEMENT OF EXEMPTION FROM WORKER'S COMPENSATION REQUIREMENT

TO: Palm Beach County Board of County Commissioners
Property and Real Estate Management
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33411

This will affirm that:

1. We are not engaged in the "construction industry" as defined in FL Chapter 440 and do not employ more than three persons (including Corporate Officers, if any).
2. We do not carry Florida Workers Compensation insurance.
3. Any persons that we may engage to work will have legal status as independent contractors, and not employees.
4. All such independent contractors have been advised that they are not covered for Workers Compensation insurance, and would be responsible for carrying their own such coverage if they desire.
5. If we should fall under Florida's requirement for carrying Workers Compensation insurance, we shall immediately obtain such coverage and provide evidence of it to you.

Accordingly, we hereby apply for exemption from Palm Beach County's requirement for carrying Workers Compensation insurance.

CAROL CLINTON
(Please Print Name)

Carol Clinton, Executive Director
Signature/Title

12/1/14
Date

LAKE WORTH WEST RESIDENT PLANNING GROUP, INC.
Company Name

4730 MAINE STREET, LAKE WORTH, FL, 33461
Company Street Address/City/State/Zip Code