

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 21, 2015 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) **approve** a Restated and Amended Lease with Alzheimer’s Community Care, Inc., (ACC) for 1080 square feet of space located at the Mid-County Senior Service Center at 3680 Lake Worth Road, at an annual rent of \$13,200, increasing to \$13,332 annually on October 1, 2015; and

B) **adopt** a Resolution authorizing the Restated and Amended Lease of certain real property to Alzheimer’s Community Care, Inc. for the provision of an adult day care dementia specific unit in partnership with the Division of Senior Services.

Summary: On April 2, 2013 the Board approved a Lease Agreement (R2013-0404) with Alzheimer’s Community Care, Inc., for the provision of an adult day care dementia specific unit, in partnership with the Division of Senior Services (DOSS), at the Mid-County Senior Center for a term expiring on September 19, 2015. This Restated and Amended Lease (Restated Lease) extends the Term to September 30, 2017 and increases the annual rent from \$13,200 to \$13,332, commencing on October 1, 2015. In addition, the Restated Lease; 1) expands the days of authorized use from County business days to include Martin Luther King, Jr., Presidents’ Day, Columbus Day, Veterans’ Day, Christmas Eve, and other mutually agreed weekday holidays, and 2) authorizes the ACC staff to remain at the Senior Center past County’s business hours until such time as all ACC patients have been transported from the Senior Center for the evening. The ACC is made solely responsible for any loss or damage resulting from its failure to properly secure the Senior Center and must promptly notify County of any repair issues arising during the holidays. Other than updating standard agreement provisions, the remainder of the terms remain unchanged. (FDO Admin) **District 3 (HJF)**

Background and Justification: On June 29, 2010 the Board authorized staff to initiate negotiations with ACC for the provision of adult day care dementia specific unit at Mid-County Senior Center in partnership with DOSS which cumulated in Lease Agreement R2013-0404, dated April 2, 2013 and commencing on September 20, 2013. There are presently 24 patients enrolled in the ACC day care program. The ACC approached DOSS for amendments to the original Lease to enable the ACC to operate on the Martin Luther King, Jr., Presidents’ Day, Columbus Day, Veterans’ Day, and Christmas Eve holidays. In addition, transportation for ACC patients is sometimes delayed until after normal business hours requiring an amendment to expand the hours of operation to accommodate transportation delays. ACC staff assigned to the facility are required to comply with the Criminal History Background Check ordinance.

Attachments:

- 1. Location Map
- 2. Restated and Amended Lease Agreement
- 3. Resolution

Recommended By: Amy Wolf 3/24/15
Department Director Date

Approved By: W. Baker 4/17/15
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	(\$5,500)	(\$13,332)	(\$13,332.)	_____	_____
In-Kind Match (County	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$5,500)	(\$13,332)	(\$13,332.)	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes x No _____

Budget Account No: Fund 1006 Dept 144 Unit 1457 Object 6201

Program _____

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

All revenues should be credited to DOSS in order to offset operational costs associated with the Lease.

W 3 30 15

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature]
 OFMB *KU* *JP* *RE* *SB*
 3/31 3/31 4/1/15 4/1

[Signature] 4/17/15
 Contract Development and Control
 4-17-14 *[Signature]*

B. Legal Sufficiency:

[Signature] 4/17/15
 Assistant County Attorney

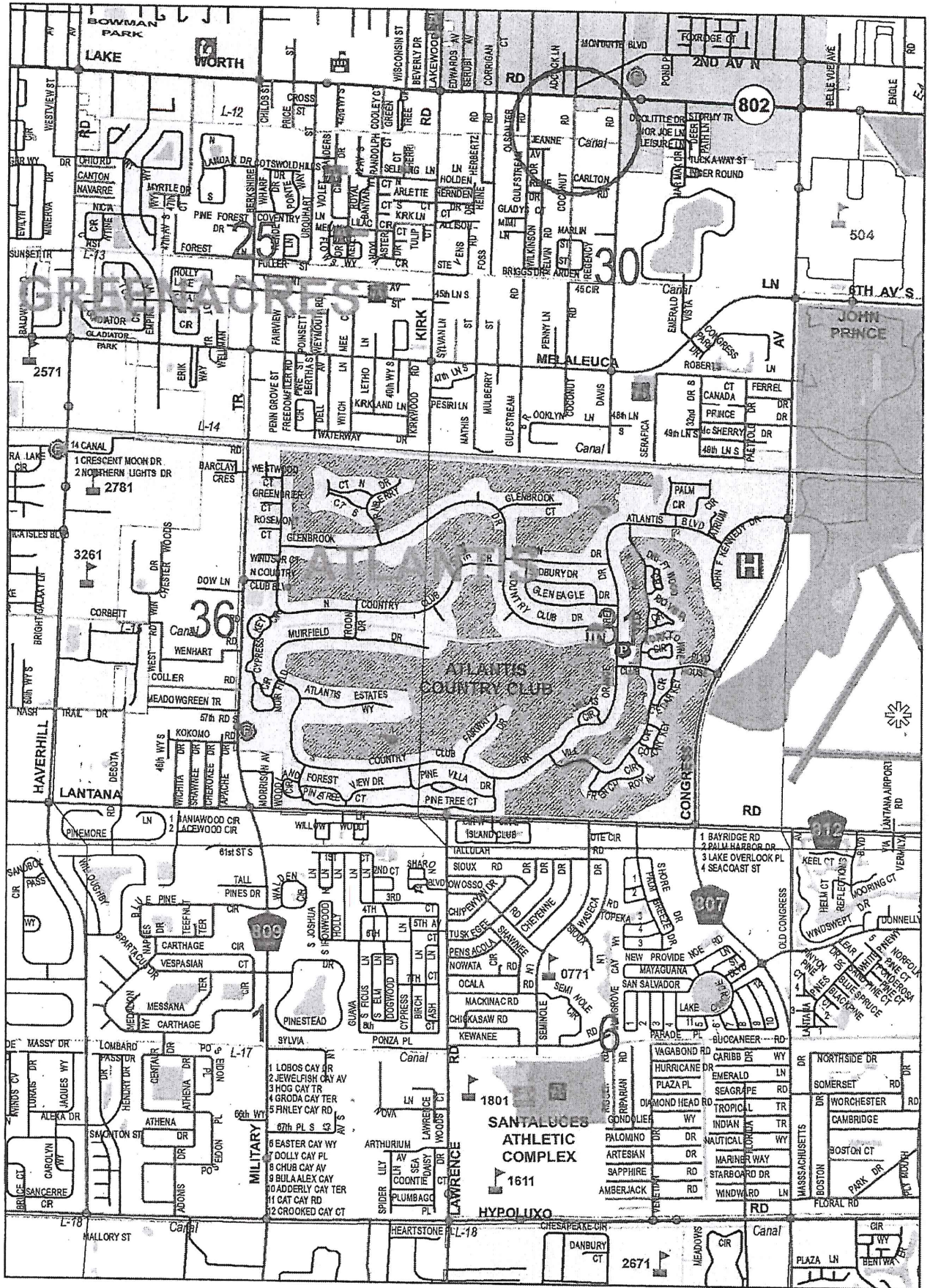
C. Other Department Review:

 Department Director

TWP 44

TWP 44

TWP 45



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RNG 42

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RNG 43

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LOCATION MAP



PALM BEACH COUNTY

RESTATED AND AMENDED LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

and

ALZHEIMER'S COMMUNITY CARE, INC.

(Tenant)

RESTATED AND AMENDED LEASE AGREEMENT

THIS LEASE made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “County” and **ALZHEIMER’S COMMUNITY CARE, INC.**, a Florida not-for-profit corporation, (EIN: # 311481653); hereinafter referred to as “Tenant”.

W I T N E S S E T H:

WHEREAS, County is the owner of the Mid-County Senior Center located at 3680 Lake Worth Road, Lake Worth, Florida, 33461 (the “Center”); and

WHEREAS, Tenant and County entered into a Lease Agreement (R-2013-0404) for approximately 1,080 square feet of space within the Center from County; and

WHEREAS, Tenant desires to add County holidays to the days of operation as established in the Lease Agreement; and

WHEREAS, County does not object to the additional days of operation at the Center under the terms and conditions set forth in this Restated Agreement; and

WHEREAS, the parties have agreed to amend, rescind and restate the Lease Agreement in order to expand the days of operation and to define the responsibilities of the parties.

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 Recitals.

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

Section 1.02 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the County demises and leases to the Tenant, and Tenant rents from County, the approximately 1,080 square feet of space within the Center as depicted in Exhibit “A” attached hereto and made a part hereof, together with all improvements located therein (the “Premises”). Tenant

acknowledges that County, through its Senior Service Division (the "Division"), operates an adult day care center within the Center.

Section 1.03 Parking and Common Areas.

The use and occupancy of the Premises by Tenant shall include the non-exclusive right to use on a first come first served basis parking spaces in the Center's parking lot, as well as the non-exclusive use of the entrance/exit to the Center and abutting hallway as depicted in Exhibit "A".

Section 1.04 Signage.

County shall provide signage, at Tenant's expense, at the designated entrance to the Center indicating that it is the entrance to Tenant's space. County shall post floor plans inside, near all entrances to the Center, showing the locations of the separate spaces for County and Tenant. Tenant shall reimburse County for the signage installation within fifteen (15) days after receipt of an invoice from County.

Section 1.05 Length of Term and Commencement Date.

The Agreement shall be effective and binding upon the parties from the effective date of the original Lease Agreement, April 2, 2013, and the term of this Lease commenced on September 20, 2013 (the "Commencement Date") and shall extend to September 30, 2017 (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. This Agreement rescinds and replaces Lease Agreement R-2013-0404.

Section 1.06 Option to Extend.

County hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition or payment of rent under this Lease, the right and option to extend the Term of this Lease for two (2) successive period(s) of one (1) year each under the same terms and conditions of this Lease and commencing upon the expiration of the initial Term of this Lease or any extension thereof. Tenant shall exercise its option to extend, if at all, by written notice to the County received by the County on or before thirty (30) days prior to the expiration of the initial Term of this Lease or any extension thereof.

Failure of Tenant to duly and timely exercise its option to extend the Term of this Lease shall be deemed a waiver of Tenant's right to said option and all further options.

Section 1.07 Termination Rights.

Either party may terminate this Lease for any reason upon one hundred twenty (120) days written notice to the other party. Notwithstanding the preceding, if Tenant is unable to secure or maintain the permits necessary for the operation of its program as set forth in Section 4.01 herein, Tenant may terminate this Lease upon thirty (30) days written notice to County.

Section 1.08 Excuse of County's Performance

Anything in this Lease to the contrary notwithstanding, the County shall not be deemed in default with respect to failure to perform any of the terms, covenants and conditions of this Lease if such failure to perform shall be due to any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, military power, sabotage, government regulations or controls over which County has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the County.

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

Tenant shall pay County an initial annual net rent of Thirteen Thousand Two Hundred and no/100 Dollars (\$13,200), payable without notice in equal monthly installments of One Thousand One Hundred and no/100 Dollars (\$1,100) per month, together with all applicable sales taxes thereon, payable on the first day of each month in advance, except as set forth in Section 2.04 herein, without any deduction, holdback or setoff whatsoever.

Beginning on October 1, 2015, Tenant shall pay County an annual net rent of Thirteen Thousand Three Hundred Thirty Two and No/100 Dollars (\$13,332), payable without notice in equal monthly installments of One Thousand One Hundred Eleven Dollars (\$1,111) per month, together with all applicable sales taxes thereon, payable on the first day of each month in advance, except as set forth in Section 2.04 herein, without any deduction, holdback or setoff whatsoever.

Section 2.02 Additional Rent.

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

Section 2.03 Sales, Use and Rent, Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes.

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against County. Tenant shall pay before delinquency all ad valorem and non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises, Tenant's leasehold interest in the Premises, or Tenant's personal property located on the Premises.

Section 2.04 Payment.

All rent due hereunder, except the initial monthly installment of Annual Rent, shall be payable on or before the first day of each and every month of the Term of this Lease. The initial monthly installment of Annual Rent shall be due within fifteen (15) days after the Commencement Date. If the Term hereof commences and/or expires on other than the first or last day of a calendar month, the Annual Rent payable for such month shall be prorated and paid on a per diem basis using a thirty (30) day month. Annual Rent and Additional Rent, shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. County shall receive the rent payable hereunder free and clear of any and all impositions, taxes, liens, charges, and expense of any nature whatsoever relating to ownership or operation of the Premises, including without limitation those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation.

Section 2.05 Unpaid Fees, Holdover.

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1½ %) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double rental, as provided for in Chapter 83.06, Florida Statutes. In addition to the double rental, Tenant shall pay all other charges or costs imposed upon Tenant by this Lease, all cost of insurance for which Tenant would have been responsible if this Lease had been renewed on the same terms contained herein, and all sales taxes assessed against such double rental. Such holdover tenancy shall be subject to all the other conditions, provisions and obligations of this Lease. Notwithstanding the foregoing, Tenant acknowledges that in the event Tenant holds over, County shall have all rights and remedies as provided in Article XI.

Section 2.06 Accord and Satisfaction.

In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment

without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

ARTICLE III CONDITION OF LEASED PREMISES, ALTERATIONS

Section 3.01 Acceptance of Premises by Tenant.

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

Section 3.02 Alterations.

Tenant shall not make any improvements, additions, modifications or alterations to the Premises.

Section 3.03 No Liens

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida, stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said ten (10) day period, County may do so and thereafter charge Tenant and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

ARTICLE IV
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 4.01 Use.

A. Tenant shall use and occupy the Premises solely and exclusively for an adult day care center for individuals with Alzheimer's disease and related neurological disorders who are experiencing moderate to severe dementia. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion. Tenant shall display, in a conspicuous location, its Adult Day Care License issued by the Florida Agency for Health Care Administration.

B. Tenant acknowledges that its days of operation of the adult day care center are days the County is open for business, except that Tenant is also permitted to operate on the following holidays when they occur on a weekday: 1) Martin Luther King, Jr., 2) Presidents' Day, 3) Columbus Day, 4) Veterans' Day, 5) Christmas Eve, and 6) other weekday holiday as mutually agreed in advance (collectively the "Holidays"). The currently scheduled hours of operation shall be 7:30 A.M. to 5:30 P.M., Monday through Friday. However, the parties agree that the Tenant's hours of operation may be extended for a reasonable time after 5:30 P.M., if a program participant is waiting for transportation ("After-Hours") and Tenant remains at the Center after County's representative leaves. It is expressly understood and agreed, however, that Tenant assumes sole responsibility for properly securing the Center on Holidays and After-Hours. Tenant assumes sole responsibility and liability for all damage, destruction or loss to the Center, including loss from theft, and damages from vandalism to the Center, resulting from Tenant's failure to properly secure the Center After-Hours or on the Holidays, which includes making sure the Center is vacant, inspecting the Tenant's Premises and all common areas used, locking all doors and properly arming the alarm system to the Center. County may, but is not obligated to, allow for an extension of the above hours of operation.

C. The number of patients allowed in the Premises shall not exceed 24 at any one time, or the maximum allowed by law if that number is fewer than 24.

D. Tenant shall include language in all of its written material notifying parties that Tenant's operations in the Center are independent of County's operations and that County is not liable for Tenant's operations. Tenant shall also post signs and include language notifying interested parties of their right to report the following: complaints; abuse, neglectful and/or exploitative practices; and Medicaid fraud. Tenant shall obtain approval of the language from the Division prior to distribution or posting of all notifications required herein.

E. Tenant shall maintain a registry of each patient attending Tenant's adult day care center. Tenant shall not accept any person as a patient who is simultaneously receiving adult day care services from County.

F. Tenant will provide a congregate meal site at the Center. The County will operate the site through a third party vendor hired by the Division to provide nutrition services. The nutrition services will be provided at no additional cost to Tenant, including the Holidays. In the event County loses the funding for the nutrition services, County shall provide written notice of such to Tenant and Tenant may terminate this Lease upon termination of the nutrition services. County is under no obligation to provide the nutrition services directly or fund the nutrition services.

G. Tenant has an affirmative obligation and duty to immediately notify County of Center repair issues requiring immediate attention, including, but not limited to, toilet stoppages, water overflowing, leaks, alarm system malfunction or other repair issues that requires reasonably prompt resolution to prevent interruption to business, further deterioration or damage to the Center, or injury to persons. In the event of a repair issue, Tenant must utilize due diligence and take reasonable actions to mitigate and prevent further damage or deterioration of the Center and/or injury to Tenant's program participants by taking reasonable preventative actions such as blocking off areas of the Center.

H. Tenant shall call Facilities Management at 561-712-6428 to report repair issues. Notwithstanding anything contrary contained in this Lease, Tenant will be solely responsible for all costs of maintenance or repair to the Center caused by Tenant's failure to notify County of a Center repair issue occurring on a Holiday or After-Hours.

Section 4.02 Waste or Nuisance.

Tenant 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 County's fee interest in the Premises or which results in an unsightly condition. Tenant will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction.

Section 4.03 Governmental Regulations.

Tenant shall, at Tenant'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 Tenant or Tenant's use of the Premises, or the Premises generally. In addition, Tenant's use of the Premises shall be subject to policies and procedures established by the County as they relate to the Center. County's current policies and procedures are posted at <http://pbcportal.pbcgov.org/PPM/Forms/Allitems.aspx>, and

may from time to time hereafter be established or modified by County. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section. In the event Tenant ceases to have a license to operate an adult day care center, Tenant shall immediately discontinue all operations until the license is reinstated.

Section 4.04 Non-Discrimination.

Pursuant to Resolution R-2014-1421, as amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County contained in R-2014-1421, as amended, stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, or such policy is not consistent with Palm Beach County's policy, the entity shall be required to sign a statement affirming they will conform to Palm Beach County's non-discrimination policy as stated above.

Tenant has provided County with a copy of its non-discrimination policy which is consistent with County's policy or provided County with a statement affirming that it will confirm to County's policy as stated above.

Section 4.05 Surrender of Premises.

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, if so directed by County, shall remove Tenant's personal property, removable fixtures, equipment from the Premises and shall surrender the Premises to the County 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 or property within the Premises shall vest in County.

Section 4.06 Hazardous Substance.

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance,

material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs, which may arise directly, indirectly or proximately as a result of any violation of the Disposal of any Hazardous Materials upon the Premises or violation of this provision. Tenants responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to alter or diminish any statutory or common law liability of Tenant.

Tenant acknowledges that County would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive expiration or termination of this Lease.

ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of County and Tenant.

County shall maintain, repair and keep the Premises and any improvements constructed thereon by County in good condition and repair, normal wear and tear and casualty excepted, at its sole cost and expense. County's maintenance of the Premises shall include routine custodial services provided at the same frequency as those provided for other County facilities, plus two (2) additional hours of service following Holidays. Tenant shall adopt and enforce any reasonable operational rules and regulations necessary to assist the County in carrying out its maintenance responsibilities pursuant to this Section. In the event Tenant desires any custodial services beyond those provided by County, Tenant may make arrangements with County to provide additional services but Tenant shall be solely responsible for all cost and expense of the additional custodial services. Tenant shall pay County for any additional custodial services within fifteen

(15) days after receipt of an invoice from County. Tenant shall not be obligated or required to make any repairs or conduct any other maintenance whatsoever to the Premises. Notwithstanding the foregoing, any damage, vandalism or theft, arising from any negligent or intentional act or omission of Tenant, its employees, agents, invitees or any third parties, shall be repaired by County at Tenant's sole cost and expense. Tenant shall reimburse County for such repairs within fifteen (15) days after receipt of an invoice from County. The Annual Rent and/or Additional Rent and other charges herein reserved and imposed shall not be abated while said repairs or maintenance are being made.

Section 5.02 County's Right to Enter.

County or County's agents shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Article V and for the purpose of inspection of the Premises and the improvements located thereon. Any such entrance into the Premises shall be conducted by County in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises; provided however, the County shall not be required to expend additional sums of money in order to comply with the foregoing requirement.

**ARTICLE VI
UTILITIES**

The County currently supplies all utilities to the Premises that are necessary for the Premises to be used for general office purposes, including but not limited to water, sewer, electricity, telecommunication services, trash collection and removal, and will continue to do so at the County's sole cost and expense throughout the Term of this Lease. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

**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 County'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 Property, Wind, & Flood Insurance.

Tenant shall maintain: (1) property insurance in an amount not less than 100% of the total replacement cost of any alterations, betterments and improvements to the property, including those made by or on behalf of Tenant, as well as Tenant's personal property and contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than 25% of the property insurance limit. (2) Flood insurance, regardless of the flood zone, in an amount not less than 100% of the total replacement cost of any buildings, additions, betterments, or improvements, including those made by or on behalf of Tenant as well as Tenant's contents located on the Premises; or the maximum amount available from the National Flood Insurance Program, whichever is less. (3) Windstorm insurance, unless included as a covered peril in the property insurance, in an amount not less than 100% of the total replacement cost of any buildings, additions, betterments or improvements, including those made by or on behalf of Tenant as well as Tenant's personal property and contents located on the Premises, or the maximum amount available under the Florida Windstorm Underwriting Association, whichever is less. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.05 Professional Liability.

Tenant shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$500,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the County reserves the right, but not the obligation, to review and request a copy of Tenant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Tenant warrants the Retroactive Date equals or precedes the Effective Date of this Lease. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive

date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Lease, Tenant shall purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Tenant of the obligation to provide replacement coverage.

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 County as an Additional Insured on, except for Worker's 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 "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 7.07 Loss Payee Endorsement.

Tenant shall cause the Property, Flood and Windstorm Insurance policies to be endorsed to add the County as a Loss Payee. Tenant shall ensure the Loss Payee endorsement provides coverage on a primary basis. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 7.08 Certificate of Insurance.

It shall be the responsibility of the Tenant to provide initial evidence of the following minimum amounts of insurance coverage to:

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

and

Palm Beach County
C/O Facilities Development & Operations
Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411

Subsequently, the 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, prior to the expiration date of each and every insurance required herein.

Within forty-eight (48) hours of the County's request to do so, the Tenant shall deliver to the County via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the Tenant shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of 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.

Section 7.09 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 agreement 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 an agreement on a pre-loss basis.

Section 7.10 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 7.11 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 7.12 Right to Review, Reject or Adjust Insurance.

The County's Risk Management Department, 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 County 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 County 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 7.13 No Representation of Coverage Adequacy.

The limits, coverages or endorsements identified herein primarily transfer risk and minimize liability for the County, 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 7.14 Insurance for Special Events and Outside Persons/Groups.

Excluding County 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 County and Tenant are named as Additional Insured under such policy, as described in Section 7.06. Tenant shall obtain and, when requested by the County, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

**ARTICLE VIII
INDEMNIFICATION**

Tenant shall indemnify, defend and save harmless the County 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, environmental contamination, 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, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in

connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Lease without Tenant's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Lease.

ARTICLE IX DESTRUCTION OF PREMISES

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 then the County, after County's receipt of the insurance proceeds described in Section 7.04 of this Lease, may, at its sole option, commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion, or alternatively, County shall have the right, at its option, not to restore the Premises but to terminate this Lease and to retain all insurance proceeds payable on account of said casualty as County's sole property. In the event County elects to terminate this Lease, the parties shall be relieved of all further obligations hereunder arising after the date of such termination. The termination herein mentioned shall be evidenced in writing.

ARTICLE X ASSIGNMENT AND SUBLETTING

Tenant 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 County, which may be granted or withheld at County'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 this 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 Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on

Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after notice from County; (iii) Tenant's vacating or abandoning the Premises; or (iv) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue such remedies as may be available to County under the law, including, without limitation, the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by Tenant, in which event 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 three (3) day period and the County is so notified, this Lease will continue.

Section 11.02 Default by County.

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

**ARTICLE XII
ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. Notwithstanding anything in this Lease to the contrary, County may cancel this Lease for budgetary reasons upon thirty (30) days prior written notice to Tenant.

**ARTICLE XIII
QUIET ENJOYMENT**

Upon payment by the Tenant of the Annual Rent, Additional Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions and understandings between County and Tenant 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 County or Tenant 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 notice shall be the date of delivery of the notice if by personal delivery, courier services, 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 hereby designate the following addresses as the 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:

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

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 Tenant at:

Alzheimer's Community Care, Inc.
Attention: President/CEO
800 Northpoint Parkway, Suite 101-B
West Palm Beach, Florida 33401
Telephone: 561-683-2700
Fax: 561-683-7600

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

Section 14.03 Contact Person for Administration of Agreement.

The County's sole contact person for the administration of this Lease shall be the Director of DOSS with the following contact information:

Director of DOSS
810 Datura Street
West Palm Beach, FL 33401
Phone: 561-355-4746
Fax: 561-355-3222

County may from time to time change its designated contact person and/or such individuals contact information, upon three (3) days prior written notice to the other parties.

Section 14.04 Disclosure of Beneficial Interest.

Tenant represents that simultaneously with Tenant's execution of this Lease, Tenant has executed and delivered to County, the Tenant's Disclosure of Beneficial Interests attached hereto as Exhibit "B", attached hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 14.02 of this Lease.

Section 14.05 Background Check.

A. Tenant shall comply with the provisions of Ordinance 2003-030, as amended, the Criminal History Records Check Ordinance ("Ordinance") for any of

Tenant's employees, agents, or contractors who are required under this Lease to enter or work at the Center, which is a "critical facility" as identified in Resolution R2013-1470, as amended. Tenant acknowledges and agrees that all employees, agents, and contractors who are to perform work in the Center will be subject to a fingerprint check based criminal history check.

B. Tenant shall contact the County's Electronic Security & Services Division (ESS) by calling 561-233-0750 to obtain instructions for meeting the requirements of this Ordinance. Tenant will supply a list of employees who are requesting unescorted access to the Center. Those persons identified on the list will call ESS and make an appointment for fingerprinting. Upon successful completion of the background check, the individuals passing the background check requirement will be issued a badge. Tenant shall make every effort to collect the badges of its employees upon conclusion of the Lease Term and return them to the County. If an employee who has been issued a badge separates employment from Tenant, the Tenant must notify the County within two (2) hours. At the time of separation, the Tenant shall retrieve the badge and shall return it to the County in a timely manner.

C. Tenant shall supply County with a list of employees that are authorized to disarm and arm the security system at the Center. ESS will provide each badged employee on the list with an individual alarm code to be used to arm and disarm the security system of the Center. Tenant shall notify the County within two (2) hours of the separation of an employee who was issued an alarm code. Tenant is solely responsible for the security and safekeeping of the alarm codes.

D. If requested, the Division shall provide Tenant with documentation for any County employee or volunteer that may come in contact with Tenant's patients, confirming that the employee or volunteer has passed a Level II background check, and that the employee or volunteer is free of tuberculosis and any other communicable disease.

Section 14.06 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 14.07 Broker's Commission.

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of

any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

Section 14.08 Recording.

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

Section 14.09 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 14.10 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

Section 14.11 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 County's public health unit.

Section 14.12 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 14.13 Waiver, Accord and Satisfaction.

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

Section 14.14 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 14.15 No Third Party Beneficiary.

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 County or employees of County or Tenant.

Section 14.16 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 14.17 Incorporation by Reference.

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

Section 14.18 Survival.

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

Section 14.19 Independent Contractor Relationship.

The Tenant is, and shall be, in the performance of all work, services, and activities under this Lease, an Independent Contractor and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Lease shall at all times, and in all places, be subject to the tenant's sole direction, supervision, and control. The Tenant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Tenant's relationship, and the relationship of its employees, to the County shall be that of an Independent Contractor and not as employees or agents of the County.

The Tenant does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Lease.

Section 14.20 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. The preceding is not intended to grant the Inspector General access to confidential client case files maintained by Tenant.

Section 14.21 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.


THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

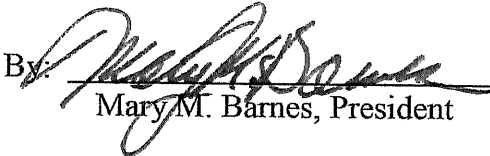
WITNESS:

TENANT:

ALZHEIMER'S COMMUNITY CARE, INC., a Florida not-for-profit corporation



Witness Signature

By 

Mary M. Barnes, President

Jeanette Serrano

Print Witness Name

Kris Needell

Witness Signature

(SEAL)
(corporation not for profit)

Kris Needell

Print Witness Name

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Assistant County Attorney

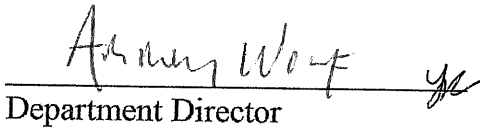
By: 
Department Director

EXHIBIT "B"

DISCLOSURE OF BENEFICIAL INTERESTS

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 Mary M. Barnes, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President & CEO (position - i.e. president, partner, trustee) of Alzheimer's Community Care, Inc., a Florida not-for-profit corporation, (the "Tenant") which entity is the lessee of the real property located at 3680 Lake Worth Road, Lake Worth, FL (the "Property").

2. Affiant's address is: 800 Northpoint Parkway, Suite 101-B, West Palm Beach, FL 33401.

3. Attached hereto, and made a part hereof, as Exhibit "A" 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.

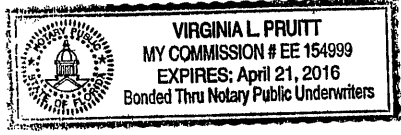
5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

Mary M. Barnes, Affiant
Print Affiant Name: Mary M. Barnes

The foregoing instrument was sworn to, subscribed and acknowledged before me this 3 day of March, 2015, by Mary M. Barnes [who is personally known to me or [who has produced _____ as identification and who did take an oath.

Virginia L. Pruitt
Notary Public
Virginia L. Pruitt
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 4-21-2016

EXHIBIT "A"

**SCHEDULE TO BENEFICIAL
INTERESTS IN PROPERTY**

Tenant is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Tenant must identify individual owners. If, by way of example, Tenant is wholly or partially owned by another entity, such as a corporation, Tenant must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
<u>None. Alzheimer's Community Care, Inc., a Florida not-for-profit, is a 501(c)(3) organization. There are no individuals or entities that have a beneficial interest in its assets.</u>		

RESOLUTION NO. 201__

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY TO THE ALZHEIMER'S COMMUNITY CARE, INC., PURSUANT TO FLORIDA STATUTE SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Alzheimer's Community Care, Inc., a Florida not-for-profit corporation ("ACC") has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County lease certain real property owned by Palm Beach County to ACC for use by ACC for an adult day care center for individuals with Alzheimer's disease and related neurological disorders who are experiencing moderate to severe dementia; 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 ACC, pursuant to the Lease attached hereto and incorporated herein by reference, for a term extending to September 30, 2017, with an annual rental of Thirteen Thousand Two Hundred and no/100 Dollars (\$13,200) through September 30, 2015, and thereafter increasing to Thirteen Thousand Three Hundred and Thirty-Two and no/100 Dollars (\$13,332), for the real property identified in such Lease for the use identified above.

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 _____, 201__.

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:  4/17/15
Assistant County Attorney

By: _____
Department Director