

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 9, 2016	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

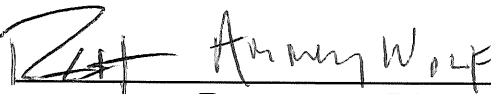

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to Lease Agreement (R-2013-0325) with Wallace K. Lutz, Sr. and Theresa C. Lutz, as Trustees of the Wallace K. Lutz, Sr., Revocable Living Trust dated October 8, 1991.

Summary: The County, on behalf of the Department of Community Services' Community Action Program (CAP), currently leases 1,050 SF office space at 607 South Main Street, Unit 102, in Belle Glade for services needed in the western communities. This First Amendment will extend the term of the Lease Agreement for one (1) year from April 1, 2016, through March 31, 2017, and updates various County provisions. The annual rent for this extension period will increase one percent (1%) from \$10,500 (\$10.00/SF) to \$10,605 (\$10.10/SF). The Lease Agreement will be managed by PREM. (PREM) District 6 (HJF)

Background and Justification: On March 12, 2013, the Board approved the Lease Agreement. The current Lease Agreement (R-2013-0325) is due to expire March 31, 2016. The County is exercising the first of five (5) one (1) year extension options which will extend the term of the Lease Agreement for one (1) year from April 1, 2016 through March 31, 2017. Rent will increase by one percent (1%) during this period. CAP will continue to provide community services to the western communities. This First Amendment extends the term for one (1) year and updates the insurance and non-discrimination provisions. Florida Statutes Section 286.23 requires that a Disclosure of Beneficial Interests be obtained when a property held in a representative capacity is leased to the County. Wallace K. Lutz, Sr. and Theresa C. Lutz, as co-Trustees of the Wallace K. Lutz, Sr. Revocable Trust Dated October 8, 1991, provided the Disclosure of Beneficial Interests attached hereto as Attachment No. 4. This Disclosure identifies Wallace K. Lutz, Sr. and Theresa C. Lutz each having a fifty percent (50%) ownership interest.

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

Recommended By:		1/19/16
	Department Director	Date
Approved By:		2/3/16
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$5,303	\$5,303	- 0 -	- 0 -	- 0 -
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$5,303	\$5,303	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No

Budget Account No:
Fund 1003 Dept 145 Unit 1455 Object 4410 – C441 @ 50% Program
Fund 1009 Dept 145 Unit 1462 Object 4410 – LH11 @50% Program

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

This First Amendment provides for a one percent (1%) rent increase to \$10,500 for the April 1, 2016 – March 31, 2017 term.

Fixed Asset Number N/A

C. Departmental Fiscal Review: 1-25-16

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB 1/27/16
Contract Development and Control 2/11/16

B. Legal Sufficiency:

2/2/16
Assistant County Attorney

C. Other Department Review:

Department Director

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

Attachment 2

(2 Lease Agreements)

(4 pages each)

**FIRST AMENDMENT
TO
LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is made and entered into _____ by and between **WALLACE K. LUTZ, SR., AND THERESA C. LUTZ, AS TRUSTEES OF THE WALLACE K. LUTZ, SR. REVOCABLE LIVING TRUST DATED OCTOBER 8, 1991, AND ANY AMENDMENTS THERETO**, hereinafter referred to as "Landlord" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, on behalf of Palm Beach County Community Services Department, Community Action Program, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, Landlord and County entered into that certain Lease Agreement dated March 12, 2013 (R2013-0325) (the "Lease"), for the use of the Premises as defined in the Lease; and

WHEREAS, County has provided Landlord with written notice that County wishes to exercise the first of five available one-year renewal options; and

WHEREAS, County wishes to amend the Lease to 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. The parties agree that the Term of the Lease shall be renewed for one year commencing on April 1, 2016, extending the Term through March 31, 2017. In accordance with Section 1.04, Annual Rent shall be adjusted to Ten Thousand Six Hundred Five and no/100 Dollars (\$10,605.00) payable in equal monthly installments of Eight Hundred Eighty-Three Dollars and Seventy-Five Cents (\$883.75) per month payable on the first day of each month in advance.
3. Section 6.03, Insurance by Landlord, is modified to add the following:

Landlord will deliver to Insurance Tracking Services, Inc. (ITS), the County's authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Tenant under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801
Email: pbcc@instracking.com or Facsimile: +1 (562) 435-2999

Subsequently, Landlord shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to ITS at pbcc@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.

4. Section 15.04(a), Notices, is modified as follows:

- (a) If to the Landlord at:

Wallace K. Lutz as Trustee of the Wallace K. Lutz, Sr.
Revocable Trust dated October 8, 1991
c/o Lutz Rentals
P.O. Box 2741
Belle Glade, FL 33430
Telephone: 561-236-3336, 561-261-6484, 561-204-4143
cindy1228@bellsouth.net

5. Section 15.16, Non-Discrimination, is deleted in its entirety and replaced with the following:

Section 15.16 Non-Discrimination.

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.

Landlord has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, has acknowledged through a signed statement provided to County that Landlord will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

WITNESS:

Dianne Hendrix
Witness Signature

Dianne Hendrix
Print Witness Name

Linda M. Miller
Witness Signature

Linda M. Miller
Print Witness Name

LANDLORD:

By: Wallace K. Lutz
WALLACE K. LUTZ, SR., as
Trustee of the Wallace K. Lutz,
Sr. Revocable Living Trust dated
October 8, 1991, and any
amendments thereto

WITNESS:

Dianne Hendrix
Witness Signature

Dianne Hendrix
Print Witness Name

Linda M. Miller
Witness Signature

Linda M. Miller
Print Witness Name

By: Theresa C. Lutz
THERESA C. LUTZ, as Trustee
of the Wallace K. Lutz, Sr.
Revocable Living Trust dated
October 8, 1991, and any
amendments thereto

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

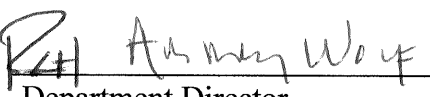
Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Chief Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 12/07/15 REQUESTED BY: Della M. Lowery

PHONE: (561) 233-0239

FAX: (561) 233-0210

PROJECT TITLE: Community Action Program - Belle Glade

PROJECT NO.: 2015-5-014 *JD*

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs	<u>\$5,302.50</u>	<u>\$5,302.50</u>			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$5,302.50</u>	<u>\$5,302.50</u>			
# ADDITIONAL FTE POSITIONS (Cumulative)					

**** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.**

BUDGET ACCOUNT NUMBER

FUND: 1003
1009

DEPT: 145
145

UNIT: 1455
1462

OBJ: 4410 C441 @ 50%
SUB OBJ: 4410 LH11 @ 50%

IS ITEM INCLUDED IN CURRENT BUDGET: YES _____ NO _____

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- ☐ Ad Valorem (source/type: _____)
☐ Non-Ad Valorem (source/type: _____)
☐ Grant (source/type: _____)
☐ Park Improvement Fund (source/type: _____)
☐ General Fund ☐ Operating Budget ☐ Federal/Davis Bacon
☐ _____ ☐ _____ ☐ _____

RECEIVED

DEC 10 2015

BY: _____

SUBJECT TO IG FEE?

☐ YES

☐ NO

Department: Community Services

BAS APPROVED BY: Dmal

DATE: _____

ENCUMBRANCE NUMBER: _____

Attachment 4
(3 pages)

**LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)**

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, Wallace
~~and Theresa Lutz~~, hereinafter referred to as "Affiant", who being by me first duly sworn,
under oath, deposes and states as follows:

1. Affiant is the Trustee of Wallace K. Lutz, Sr. Revocable Living Trust
which entity is the owner of the real property legally described on the attached Exhibit
"A".

2. Affiant's address is: P. O. Box 2741, Belle Glade, FL 33430.

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 Landlord and the percentage interest of each such person
or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida
Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the
Property.

5. 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.

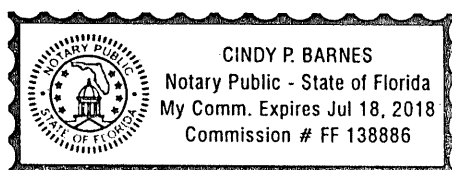
6. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and
complete.

FURTHER AFFIANT SAYETH NAUGHT.

W.K. Lutz, Affiant
Print Affiant Name: W.K. Lutz

The foregoing instrument was sworn to, subscribed and acknowledged before me this 4
day of JANUARY, 2016, by W.K. LUTZ
[☒] who is personally known to me or [☐] who has
produced _____ as identification and who did take an oath.

Cindy P. Barnes
Notary Public



CINDY P. BARNES
(Print Notary Name)

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

EXHIBIT "A"

PROPERTY

Legal Description:

Lot 4, less the South 8 feet, and all of Lots 1, 2 and 3, Block 4, REPLAT OF HOLLOWAY ADDITION TO BELLE GLADE, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 18, Page 16 of the Public Records of Palm Beach County, Florida, LESS AND NOT INCLUDING, the West 17 feet thereof, measured at right angles to the West Lot lines, for the right-of-way of State Road 80 (South Main Street), as described in Warranty Deed recorded in OR Book 4070, page 1076.

Parcel Control Number: 04-37-43-41-05-004-0010

Address: 607 South Main Street, Belle Glade, FL 33430



SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

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

Wallace K. Lutz, Sr.	607 So Main St., Apt. 7, Belle Glade, FL 33490	50%
Theresa C. Lutz	"	50%