

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

Meeting Date: May 2, 2017	<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

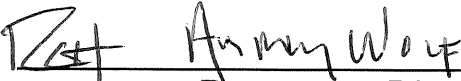

Motion and Title: Staff recommends motion to approve: Amendment Number Nine to Lease Agreement (R91-437-D) with Wallace K. Lutz, Sr. and Theresa C. Lutz, as Trustees of the Wallace K. Lutz, Sr. Revocable Living Trust Dated October 8, 1991.

Summary: The County on behalf of the Department of Community Services Migrant Program currently leases 699 SF of office space at 607 South Main Street, Unit 103, Belle Glade, as a satellite office. This Amendment extends the term of the Lease Agreement for two (2) years from June 1, 2017, through May 31, 2019, increases the rent two percent (2%) to \$7,664.42/year (\$638.70/monthly) and updates various standard County provisions. PREM will continue to administratively manage the Lease Agreement. **(PREM) District 6 (HJF)**

Background and Justification: On April 9, 1991, the Board approved the Lease Agreement with Wallace K. Lutz, Sr. and Theresa C. Lutz, his wife, on behalf of the Department of Community Services Migrant Program. The Lease Agreement has been extended and amended (R94-135D, R95-154D, R96-484D, R98-673D, R2000-0948, R2002-0655, R2005-0870, R2008-0868, R2011-0743 and R2013-0273) and the term currently expires May 31, 2017. This Amendment Number Nine extends the Lease Agreement term for two (2) years until May 31, 2019, increases the rent by two percent (2%) to \$7,664.42/yr, modifies the Lutz's address, updates the Inspector General and insurance provisions, and adds the County's non-discrimination and no third party beneficiary provisions. The Migrant Program satellite office has been located at 607 So. Main Street, Unit 103, Belle Glade since June 1991. The program helps strengthen the ability of eligible migrant and seasonal farm workers and their dependents to achieve economic self-sufficiency through their participation in education, skills training and supportive services. Among the services offered are career counseling, remedial education, high school or GED program, job skills training, tuition assistance, work experience, job search and placement assistance. 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 Trustees of the Wallace K. Lutz, Sr. Revocable Trust dated October 8, 1991, submitted a Disclosure of Beneficial Interest in 2016, attached hereto as Attachment 4, and has recently informed Staff that no changes have occurred as Wallace K. Lutz, Sr. and Theresa C. Lutz each have a fifty percent (50%) ownership interest.

Attachments:

1. Location Map
2. Amendment Number Nine
3. Budget Availability Statement
4. Disclosure of Beneficial Interests

Recommended By:	 Department Director	4/10/17 Date
Approved By:	 County Administrator	4/25/17 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	\$2,555	\$7,664	\$5,140		
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$2,555	\$7,664	\$5,140		
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No

Budget Account No: Fund 1004 Dept 142 Unit 1427 Object 4410 FW63
Program _____ GY16


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

Fixed Asset Number n/a

C. Departmental Fiscal Review: K. J. Sykes 4/12/17

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB ET 4/14 4/14 4/17

A. S. Jacob 4/21/17
Contract Development and Control

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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

TWP 44

1

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TWP 44

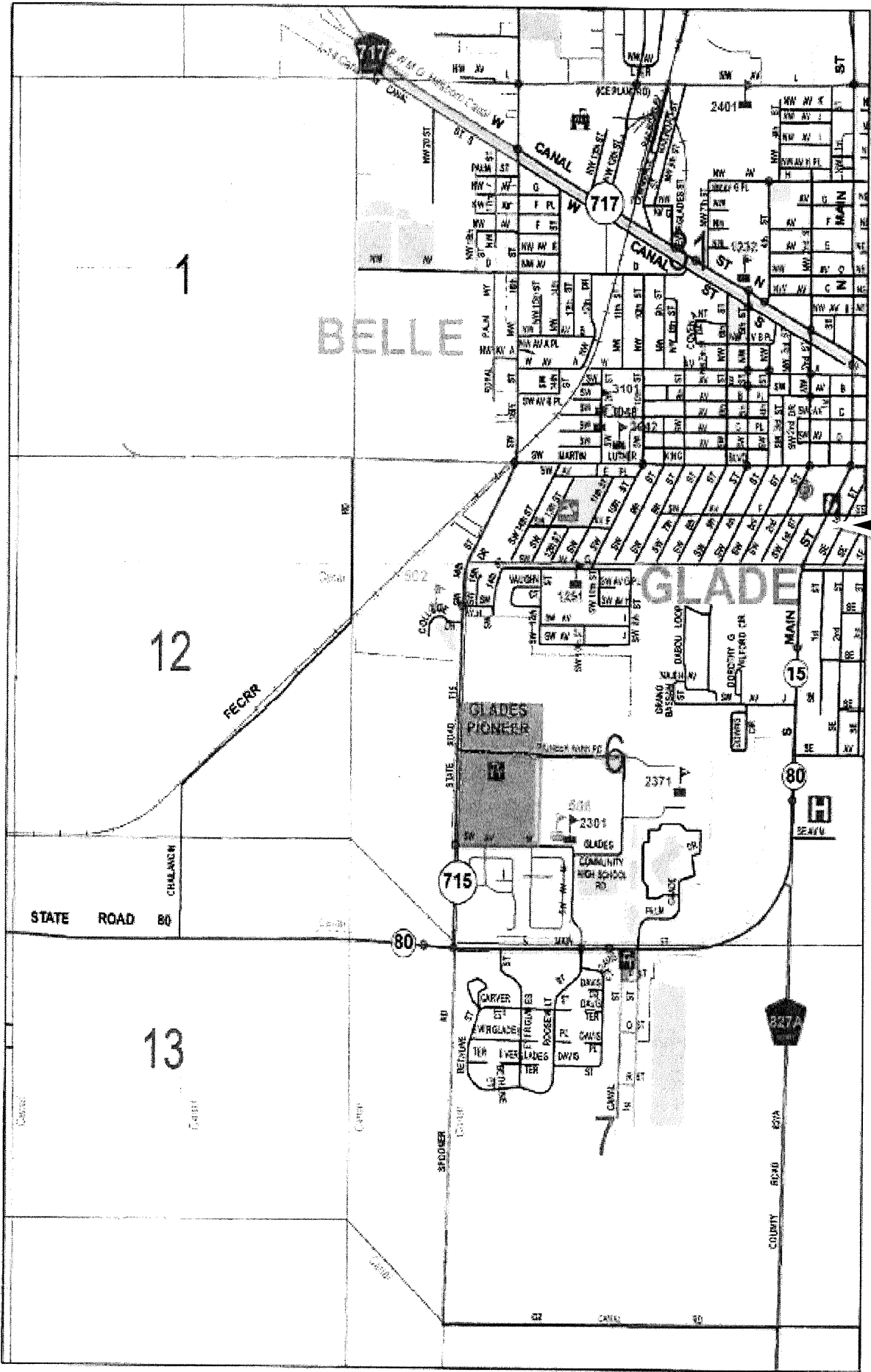
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TWP 44

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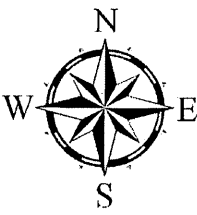


RNG 36

See pg 164

RNG 37

Page 157



LOCATION MAP

Attachment #1

Attachment #2

Amendment Number Nine to Lease Agreement (2)(3 pages)

AMENDMENT NUMBER NINE TO LEASE AGREEMENT

THIS AMENDMENT NUMBER NINE TO LEASE AGREEMENT ("Amendment Number Nine") made and entered into on _____, by and between **WALLACE K. LUTZ, SR. AND THERESA C. LUTZ, TRUSTEES OF THE WALLACE K. LUTZ, SR. REVOCABLE LIVING TRUST DATED OCTOBER 8, 1991, AND ANY AMENDMENTS THERETO**, hereinafter referred to as "Lessor" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, on behalf of the Palm Beach County Community Services Department, Migrant Program, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Wallace K. Lutz, Sr. and Theresa C. Lutz, his wife, the original Lessor ("Original Lessor"), and Lessee entered into that certain Lease Agreement dated April 9, 1991 (R91-437D) (the "Lease"), for the use of the Leased Premises as defined in the Lease, which includes 699 net square feet of office space at 607 South Main Street, Unit 103, Belle Glade, Florida 33430; and

WHEREAS, after execution of the Lease, Original Lessor transferred its interest in the Leased Premises to Lessor; and

WHEREAS, the Lease has been amended and extended, and the current term of the Lease expires on May 31, 2017; and

WHEREAS, the parties wish to amend the Lease to extend the Term of the Lease, adjust the rent and modify certain Lease provisions.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, the parties agree to modify the Lease as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning and effect as in the Lease.

2. The Term of the Lease is extended for a period of two (2) years commencing on June 1, 2017, and expiring on May 31, 2019 (the "Extended Term"). The Rent shall be adjusted to \$7,664.42 per year (\$638.70 per month).

3. **Section 8. (a) Writing**, is hereby modified as follows:

(a) If to the Lessor at:

Wallace K. Lutz as Trustee of the Wallace K. Lutz, Sr. Revocable Trust
dated October 8, 1991
c/o Lutz Builders
P.O. Box 2741
Belle Glade, FL 33430
Telephone: 561-996-9786
Fax: 561-996-0244

4. **Section 17. Insurance**, is modified to include the following:

Lessor 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 Lessee 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: pbc@instracking.com or Facsimile: (562) 435-2999

Subsequently, Lessor 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, Lessee 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.

5. 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.

Lessor has submitted to Lessee 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 Lessee that Landlord will conform to the Lessee's non-discrimination policy as provided in R-2014-1421, as amended.

6. 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 Lessee or Lessor.

7. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

8. This Amendment Number Nine shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

9. Except as set forth herein, the Lease, as amended, remains unmodified and in full force and effect, and the parties hereby ratify, confirm, and adopt the Lease, as amended hereby.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Lessor and Lessee hereto have executed this Amendment Number Nine on the day and year first written above.

LESSOR:

WALLACE K. LUTZ, SR. and
THERESA C. LUTZ, Trustees of the
Wallace K. Lutz, Sr. Revocable Living Trust
dated October 8, 1991, and any amendments
thereto

WITNESS:

Linda McMillan
Witness Signature

Linda McMillan
Print Witness Name

Emilie Hendrix
Witness Signature

EMILIE HENDRIX
Print Witness Name

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

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

By: _____
Deputy Clerk

LESSEE:

PALM BEACH COUNTY, a political
subdivision of the State of Florida, by and
through its Board of County Commissioners

By: _____
Paulette Burdick, Mayor

WITNESS:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Audrey Wolf, Director
Facilities Development & Operations

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Attachment #3

Budget Availability Statement (1 page)

Attachment #4

Disclosure of Beneficial Interests (3 pages)

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 02/28/17 REQUESTED BY: Della M. Lowery

PHONE: (561) 233-0239

FAX: (561) 233-0210

PROJECT TITLE: Migrant Program - Belle Glade Amendment Nine

PROJECT NO.: 2017-5-008

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	<u>\$2,554.81</u>	<u>\$7,664.42</u>	<u>\$5,109.61</u>		
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$2,554.81</u>	<u>\$7,664.42</u>	<u>\$5,109.61</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: 1004

DEPT: 142

UNIT: 1427

OBJ: 4410

FW63

SUB OBJ: _____

G-216

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: State of FL Dept Education)

☐ Park Improvement Fund (source/type: _____)

☐ General Fund

☐ Operating Budget

☐ Federal/Davis Bacon

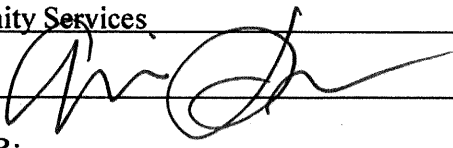
☐ _____ ☐ _____ ☐ _____

SUBJECT TO IG FEE?

☐ YES

☒ NO

Department: Community Services

BAS APPROVED BY: 

DATE: 3/2/17

ENCUMBRANCE NUMBER:

**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:

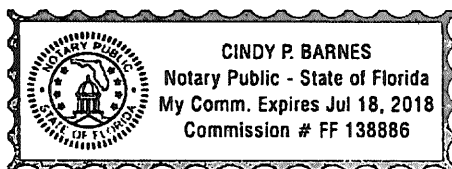
1. Affiant is the Trustee of Wallace K. Lutz, Sr. Revocable Living Trust
which entity is the owner of the real property legally described on the attached Exhibit
"A".
2. Affiant's address is: P. O. Box 2741, Belle Glade, FL 33430.
3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete
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"

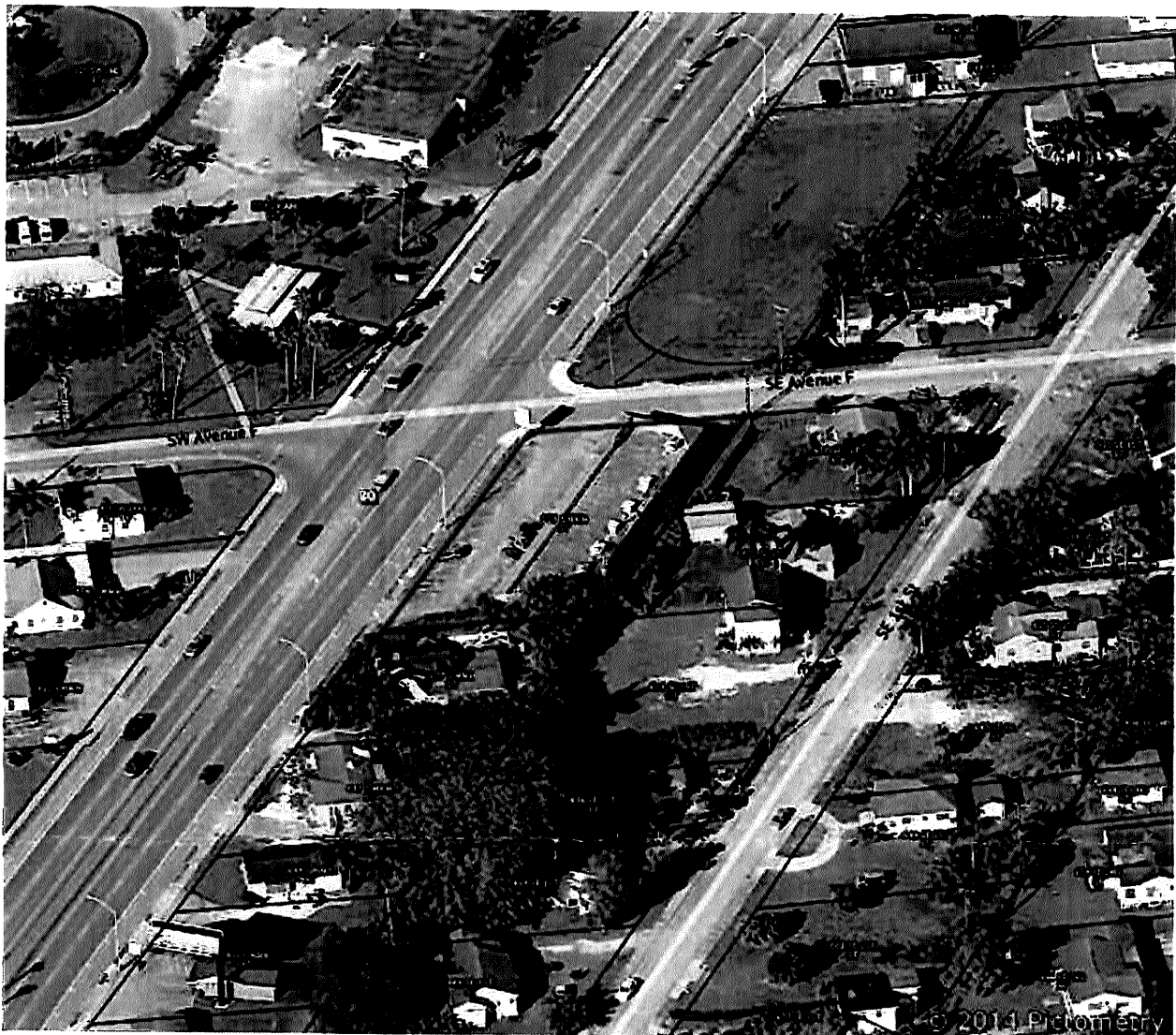
PROPERTY

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

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

[illegible]