

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 7, 2019 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) a First Amendment to Restated Lease Agreement (R2015-0567) with Lutheran Services Florida, Inc. (LSF) a Florida not-for-profit corporation for the continued use of the Jupiter Head Start facility located at 6415 Indiantown Road for the period of May 20, 2019 through May 19, 2024 at an annual rental of \$1.00;

B) a First Amendment to Restated Lease Agreement (R2015-0569) with Lutheran Services Florida, Inc. (LSF) a Florida not-for-profit corporation for the continued use of the Riviera Beach Head Start facility located at 1440 W. Martin Luther King Blvd. for the period of May 20, 2019 through May 19, 2024 at an annual rental of \$1.00; and

C) a First Amendment to Restated Lease Agreement (R2015-0571) with Lutheran Services Florida, Inc. (LSF) a Florida not-for-profit corporation for the continued use of the Westgate Head Start facility located at 3691 Oswego Avenue, West Palm Beach for the period of May 20, 2019 through May 19, 2024 at an annual rental of \$1.00.

Summary: In 2015, the Board approved Restated Lease Agreements with LSF for the County's Jupiter, Riviera Beach, and Westgate Head Start facilities. The terms of the Restated Leases run through May 19, 2019, with two (2) five (5) year extension options. These First Amendments will exercise the first option extending the term of each Lease for five (5) years from May 20, 2019 through May 19, 2024. The Restated Leases require LSF to pay a pro rata share of the County's annual maintenance expenses. The annual rent for each Lease shall remain at \$1.00. The First Amendments also update various standard County required provisions. In addition, the termination provisions are amended to provide the County the right to terminate the Leases; 1) immediately if LSF's grant application is not approved or funded on or before June 30 for the upcoming budget period, which runs between October 1 to September 30, or 2) with a 180 days notice prior to the end of the grant year. LSF may terminate the Leases with 90 days notice prior to the end of a grant year. All other terms of the Leases will remain unchanged. After approval of these First Amendments, LSF will have one remaining option to extend for five years. PREM will continue to have administrative responsibility for this Agreement. (PREM) District 1 & 7 (HJF)

Background and Justification:

Continued on page 3

Attachments:

- 1. Location Maps (3)
- 2. First Amendment to Restated Lease Agreement – Jupiter
- 3. First Amendment to Restated Lease Agreement – Riviera Beach
- 4. First Amendment to Restated Lease Agreement – Westgate
- 5. Extension Option Request
- 6. Disclosure of Beneficial Interest

Recommended By: [Signature] Annex Wolf 4/19/19
Department Director Date
Approved By: [Signature] 5-1-19
County Administrator Date

II. FISCAL IMPACT ANALYSIS

C. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs	(\$140,284)	(\$144,492)	(\$148,827)	(\$153,292)	(\$157,891)
External Revenues		(\$3.00)	(\$3.00)	(\$3.00)	(\$3.00)
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(\$140,284)	(\$144,495)	(\$148,830)	(\$153,295)	(\$157,894)
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes _____ No _____

Does this item include the use of federal funds? Yes _____ No _____

Budget Account No: Fund 0001 Dept 410 Unit 5270 Object 4901

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

NO FISCAL IMPACT. The annual rent for each Lease is \$1.00; FY2019 rent has been paid. Per the Leases, LSF is required to pay to the County a pro rata share of the of the County's annual maintenance expenditures incurred for each site. In FY 2019 LSF will pay \$140,284.00 to the County in reimbursement of expenses incurred by the County from July 1, 2017 thru June 30, 2018. Expenses are projected to increase by 3% annually.

Fixed Asset Number N/A

C. Departmental Fiscal Review: Robert E. McCallister

III. REVIEW COMMENTS

C. OFMB Fiscal and/or Contract Development Comments:

[Signature] 4/24/19
OFMB ASD
4/24
LH
4/24 9/4/2

[Signature] 4/29/19
Contract Development and Control
4/29/19 96

B. Legal Sufficiency:

[Signature] 4/30/19
Assistant County Attorney

C. Other Department Review:

Department Director

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

Background and Justification continued: On May 20, 2014, the Board approved Lease Agreements with LSF for the Jupiter (R2014-0708), Riviera Beach (2014-0707 and Westgate(R2014-0709) facilities each for a period of five (5) years ending on May 19, 2019, with two (2) five (5) year options to extend. These are Shared Facilities occupied by Community Services and LSF in Jupiter and Riviera Beach, and Parks and LSF in Westgate. On May 5, 2015, the Board approved the Restated Lease Agreements (R2015-0567) Jupiter, (R2015-0569) Riviera Beach and (R2015-0571) Westgate to address the need to equitably allocate expenses based on actual facility usage by both the County and LSF. An Annual Service Charge was established for LSF's payment of a pro rata share of the County's annual maintenance, repair and utility expenditures.

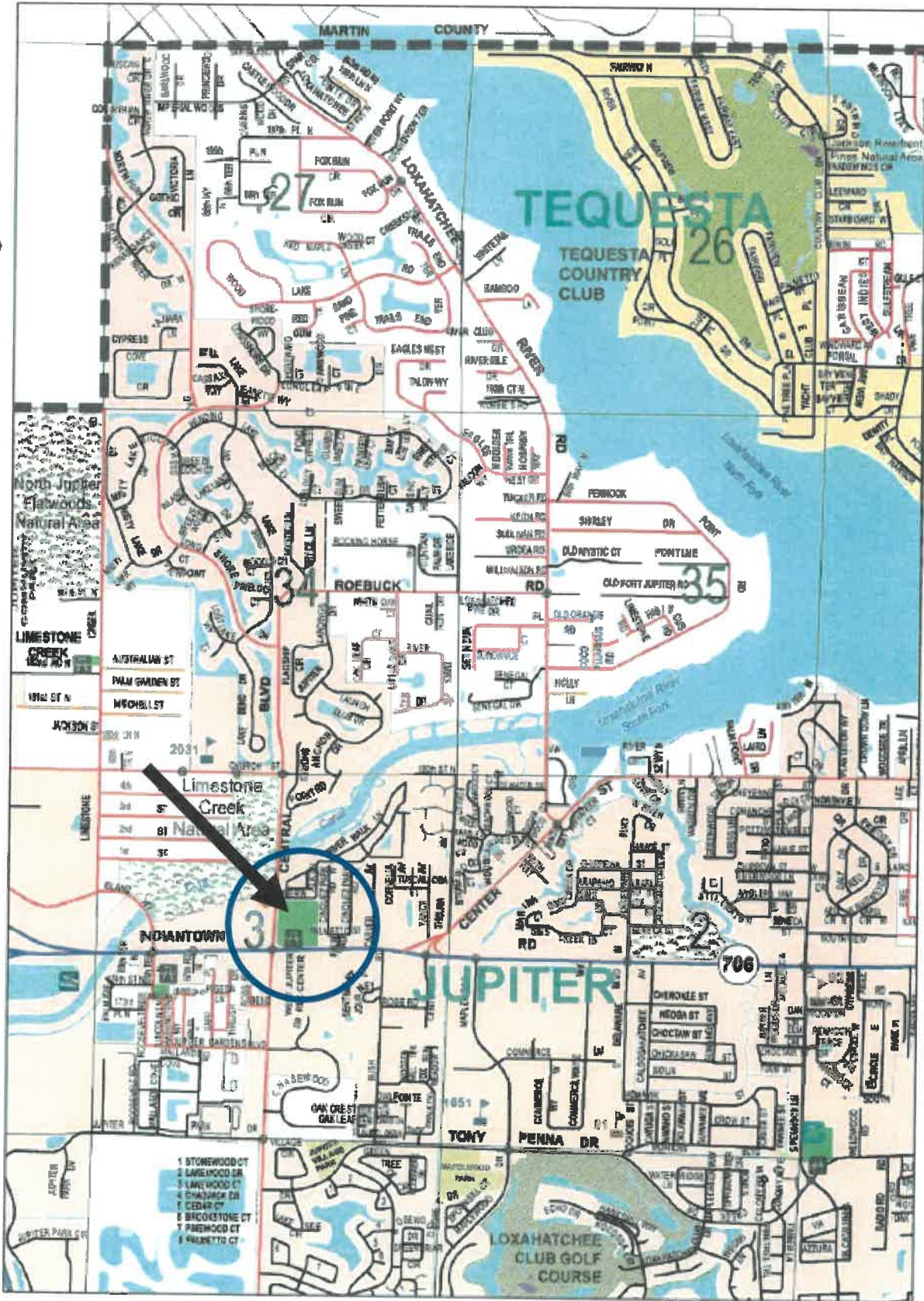
These First Amendments to Restated Lease Agreements will exercise the first option extending each Lease term for five (5) years from May 20, 2019 through May 19, 2024 and update the early termination, non-discrimination, insurance, notices and Inspector General provisions, and adds public entity crimes, headings, condemnation and public records provisions.

LSF is a Florida not-for-profit 501 (C)(3) corporation and has provided the Disclosure of Beneficial Interests attached hereto as Attachment No. 7.

TWP 40

TWP 40

TWP 41



RNG 42

See pg 14

RNG 42

Page 6

LOCATION MAP



Attachment #1

Page 1 of 3

TWP 42

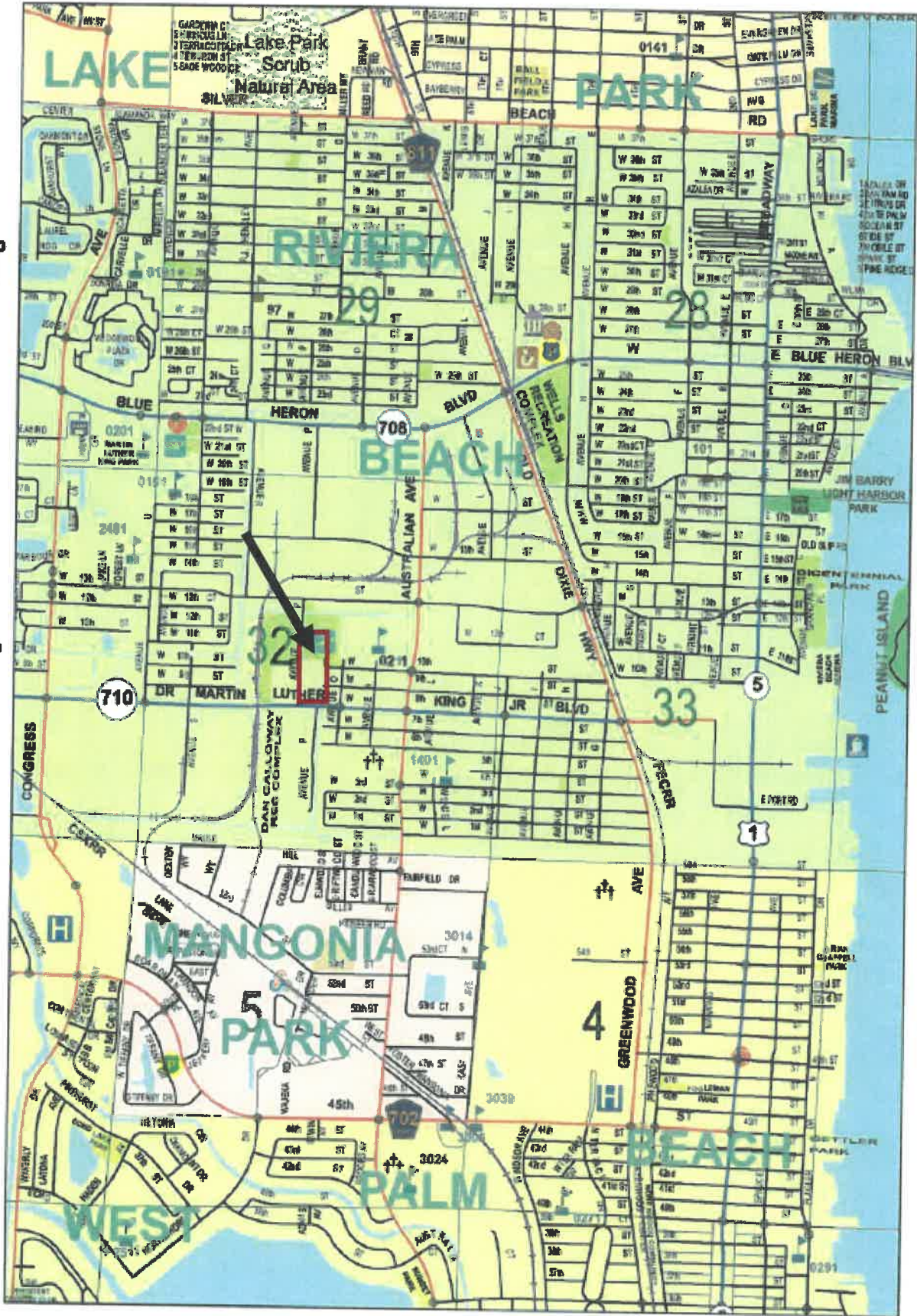
13

TWP 42

14

TWP 43

15



RNG 43

See pg 59

RNG 43

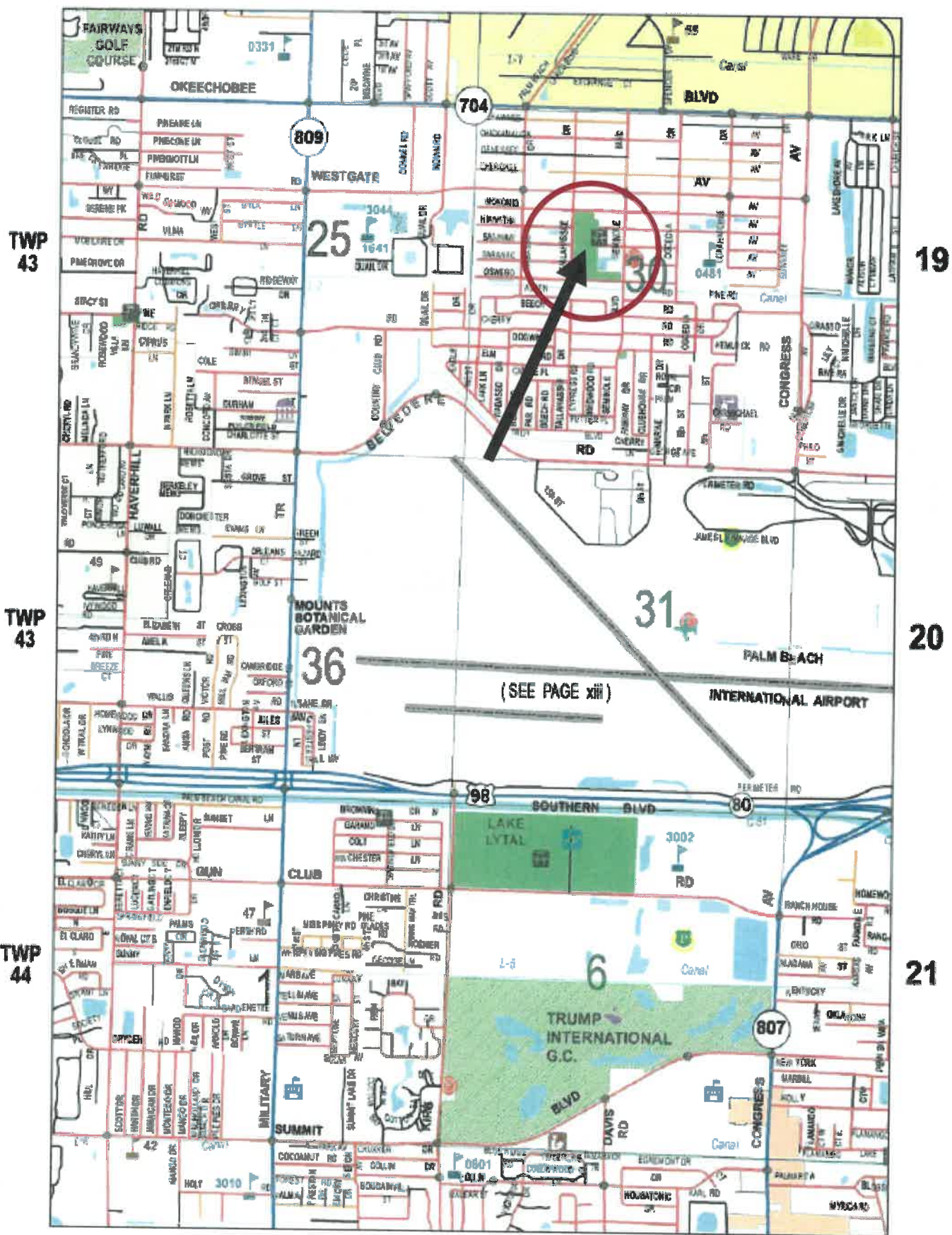
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LOCATION MAP



Attachment #1

Page 2 of 3



TWP 43

TWP 43

TWP 44

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RNG 42

See pg 80

RNG 43

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LOCATION MAP



Attachment #1

Page 3 of 3

Attachment #2
First Amendment to Restated Lease Agreement – Jupiter (2 @ 6 pages each)

FIRST AMENDMENT TO RESTATED LEASE AGREEMENT

THIS FIRST AMENDMENT TO RESTATED LEASE AGREEMENT (R2015-0567) made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **LUTHERAN SERVICES FLORIDA, INC.**, a not-for-profit corporation, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, County and Tenant entered into that certain Restated Lease Agreement dated May 5, 2015 (R2015-0567) (the "Lease") for the use of the Premises as defined in the Lease, which Lease commenced on May 20, 2014, for a term of five (5) years, with two (2) five (5) year options to extend; and

WHEREAS, Tenant has provided County with written notice that Tenant wishes to exercise the first five (5) year renewal option; and

WHEREAS, County wishes to amend the Lease to incorporate certain language required by County; and

WHEREAS, the parties hereto desire to amend the Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various 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 as ascribed to them in the Agreement, as amended.
2. The parties agree that the Term of the Lease shall be renewed for five (5) years commencing on May 20, 2019, extending the Term through May 19, 2024. Annual Rent shall remain at \$1.00.
3. Section 6.05 Non-Discrimination is hereby deleted in its entirety and replaced with the following:

Section 6.05 Non-Discrimination.

The County is committed to assuring equal opportunity in the award of Leases and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County

Resolution R2017-1770, as may be amended, the Tenant warrants and represents that throughout the term of this Lease, including any renewals thereof, if applicable, all individuals shall be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information with respect to any activity occurring at the Premises or conducted pursuant to this Lease. Failure to meet this requirement shall be considered default of this Lease. Tenant warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

4. Section 10.06 Certificate of Insurance is hereby deleted in its entirety and replaced with the following:

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

Palm Beach County
c/o JDi Data Corporation
100 W Cypress Blvd, Suite 1052
Ft Lauderdale, FL 33309

and

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

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 JDi Data Corporation 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.

5. Article XVI Early Termination is hereby deleted in its entirety and replaced with the following:

Notwithstanding anything herein to the contrary, County shall have the right to terminate this Agreement, for any reason, upon the expiration of at least one hundred eighty (180) days notice prior to the end of the Tenant's then-current Grant Year.

County shall have the right to terminate this Agreement immediately by written notice to Tenant if: (1) Tenant has not received a Notice of Grant Award as a result of Tenant's Grant Application on or before June 30 for the upcoming budget period which runs between October 1 to September 30; or (2) upon notice from the Office of Head Start that the Grant Application is not approved.

Tenant shall have the right to terminate this Agreement, for any reason, upon the expiration of at least ninety (90) days prior written notice to County, provided; however, that Tenant's duties and obligations pursuant to this Lease, including, but not limited to, Tenant's Maintenance and Repair obligations shall continue until the termination of this Lease.

6. Section 18.02 Notices is hereby modified as follows:

(b) If to the Tenant at:

Lutheran Services Florida, Inc.
3230 Commerce Place, Suite A,
West Palm Beach, FL 33407

With a copy to:

Laurie Kowalski, Director of Procurement and Contracts
Head Start Program
3627A West Waters Avenue
Tampa, Florida 33614

7. Section 18.17 Office of the Inspector General is hereby deleted in its entirety and replaced with the following:

Section 18.17 Palm Beach County Office of the Inspector General Audit Requirements

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. Section 18.19 Public Entity Crimes is hereby added as follows:

Section 18.19 Public Entity Crimes

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

9. Section 18.20 Headings is hereby added as follows:

Section 18.20 Headings

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

10. Section 18.21 Condemnation is hereby added as follows:

Section. 18.21 Condemnation

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or

conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Agreement shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this agreement prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

11. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective (the "First Amendment Effective Date") only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

12. Except as set forth herein, the Lease, as amended, remains unrevised 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, the parties have executed this First Amendment on the date set forth above.

Signed and delivered in the presence of:

WITNESSES:

Laurie Kowalski
Witness Signature

Laurie Kowalski
Witness Name Printed

Heidi Greenstade
Witness Signature

Heidi Greenstade
Witness Name Printed

LUTHERAN SERVICES FLORIDA, INC.,
a not-for-profit corporation

By: Marie Mason 4/8/2019
Dr. Marie Mason
VP of Operations of Head Start

(SEAL)
(corporation not for profit)

ATTEST:

SHARON R. BOCK
CLERK & COMPROLLER

By: _____
Deputy Clerk

COUNTY:

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

By: _____
Mack Bernard, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
Chief Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: [Signature]
Department Director

Attachment #3

First Amendment to Restated Lease Agreement – Riviera Beach (2 @ 6 pages each)

FIRST AMENDMENT TO RESTATED LEASE AGREEMENT

THIS FIRST AMENDMENT TO RESTATED LEASE AGREEMENT (R2015-0569) made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **LUTHERAN SERVICES FLORIDA, INC.**, a not-for-profit corporation, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, County and Tenant entered into that certain Restated Lease Agreement dated May 5, 2015 (R2015-0569) (the "Lease") for the use of the Premises as defined in the Lease, which Lease commenced on May 20, 2014, for a term of five (5) years, with two (2) five (5) year options to extend; and

WHEREAS, Tenant has provided County with written notice that Tenant wishes to exercise the first five (5) year renewal option; and

WHEREAS, County wishes to amend the Lease to incorporate certain language required by County; and

WHEREAS, the parties hereto desire to amend the Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various 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 as ascribed to them in the Agreement, as amended.
2. The parties agree that the Term of the Lease shall be renewed for five (5) years commencing on May 20, 2019, extending the Term through May 19, 2024. Annual Rent shall remain at \$1.00.
3. Section 6.05 Non-Discrimination is hereby deleted in its entirety and replaced with the following:

Section 6.05 Non-Discrimination.

The County is committed to assuring equal opportunity in the award of Leases and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County

Resolution R2017-1770, as may be amended, the Tenant warrants and represents that throughout the term of this Lease, including any renewals thereof, if applicable, all individuals shall be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information with respect to any activity occurring at the Premises or conducted pursuant to this Lease. Failure to meet this requirement shall be considered default of this Lease. Tenant warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

4. Section 10.06 Certificate of Insurance is hereby deleted in its entirety and replaced with the following:

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

Palm Beach County
c/o JDi Data Corporation
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Ft Lauderdale, FL 33309

and

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

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 JDi Data Corporation 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.

5. Article XVI Early Termination is hereby deleted in its entirety and replaced with the following:

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County shall have the right to terminate this Agreement immediately by written notice to Tenant if: (1) Tenant has not received a Notice of Grant Award as a result of Tenant's Grant Application on or before June 30 for the upcoming budget period which runs between October 1 to September 30; or (2) upon notice from the Office of Head Start that the Grant Application is not approved.

Tenant shall have the right to terminate this Agreement, for any reason, upon the expiration of at least ninety (90) days prior written notice to County, provided; however, that Tenant's duties and obligations pursuant to this Lease, including, but not limited to, Tenant's Maintenance and Repair obligations shall continue until the termination of this Lease.

6. Section 18.02 Notices is hereby modified as follows:

(b) If to the Tenant at:

Lutheran Services Florida, Inc.
3230 Commerce Place, Suite A,
West Palm Beach, FL 33407

With a copy to:

Laurie Kowalski, Director of Procurement and Contracts
Lutheran Services Florida-Head Start Program
3627A West Waters Avenue
Tampa, Florida 33614

7. Section 18.17 Office of the Inspector General is hereby deleted in its entirety and replaced with the following:

Section 18.17 Palm Beach County Office of the Inspector General Audit Requirements

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. Section 18.19 Public Entity Crimes is hereby added as follows:

Section 18.19 Public Entity Crimes

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

9. Section 18.20 Headings is hereby added as follows:

Section 18.20 Headings

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

10. Section 18.21 Condemnation is hereby added as follows:

Section. 18.21 Condemnation

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conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Agreement shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this agreement prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

11. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective (the "First Amendment Effective Date") only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

12. Except as set forth herein, the Lease, as amended, remains unrevised 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, the parties have executed this First Amendment on the date set forth above.

Signed and delivered in the presence of:

WITNESSES:

Lauree Howalske
Witness Signature

Lauree Howalske
Witness Name Printed

Heidi Greenslade
Witness Signature

Heidi Greenslade
Witness Name Printed

LUTHERAN SERVICES FLORIDA, INC.,
a not-for-profit corporation

By: *Marie Mason* 4/8/2019
Dr. Marie Mason
VP of Operations of Head Start

(SEAL)
(corporation not for profit)

ATTEST:

SHARON R. BOCK
CLERK & COMPTRROLLER

By: _____
Deputy Clerk

COUNTY:

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

By: _____
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *H. Jil*
Chief Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *Reh Army Wolf*
Department Director

Attachment #4
First Amendment to Restated Lease Agreement – Westgate (2 @ 6 pages each)

FIRST AMENDMENT TO RESTATED LEASE AGREEMENT

THIS FIRST AMENDMENT TO RESTATED LEASE AGREEMENT (R2015-0571) made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **LUTHERAN SERVICES FLORIDA, INC.**, a not-for-profit corporation, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, County and Tenant entered into that certain Restated Lease Agreement dated May 5, 2015 (R2015-0571) (the "Lease") for the use of the Premises as defined in the Lease, which Lease commenced on May 20, 2014, for a term of five (5) years, with two (2) five (5) year options to extend; and

WHEREAS, Tenant has provided County with written notice that Tenant wishes to exercise the first five (5) year renewal option; and

WHEREAS, County wishes to amend the Lease to incorporate certain language required by County; and

WHEREAS, the parties hereto desire to amend the Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various 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 as ascribed to them in the Agreement, as amended.
2. The parties agree that the Term of the Lease shall be renewed for five (5) years commencing on May 20, 2019, extending the Term through May 19, 2024. Annual Rent shall remain at \$1.00.
3. Section 6.05 Non-Discrimination is hereby deleted in its entirety and replaced with the following:

Section 6.05 Non-Discrimination.

The County is committed to assuring equal opportunity in the award of Leases and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County

Resolution R2017-1770, as may be amended, the Tenant warrants and represents that throughout the term of this Lease, including any renewals thereof, if applicable, all individuals shall be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information with respect to any activity occurring at the Premises or conducted pursuant to this Lease. Failure to meet this requirement shall be considered default of this Lease. Tenant warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

4. Section 10.06 Certificate of Insurance is hereby deleted in its entirety and replaced with the following:

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

Palm Beach County
c/o JDi Data Corporation
100 W Cypress Blvd, Suite 1052
Ft Lauderdale, FL 33309

and

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

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 JDi Data Corporation 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.

5. Article XVI Early Termination is hereby deleted in its entirety and replaced with the following:

Notwithstanding anything herein to the contrary, County shall have the right to terminate this Agreement, for any reason, upon the expiration of at least one hundred eighty (180) days notice prior to the end of the Tenant's then-current Grant Year.

County shall have the right to terminate this Agreement immediately by written notice to Tenant if: (1) Tenant has not received a Notice of Grant Award as a result of Tenant's Grant Application on or before June 30 for the upcoming budget period which runs between October 1 to September 30; or (2) upon notice from the Office of Head Start that the Grant Application is not approved.

Tenant shall have the right to terminate this Agreement, for any reason, upon the expiration of at least ninety (90) days prior written notice to County, provided; however, that Tenant's duties and obligations pursuant to this Lease, including, but not limited to, Tenant's Maintenance and Repair obligations shall continue until the termination of this Lease.

6. Section 18.02 Notices is hereby modified as follows:

(b) If to the Tenant at:

Lutheran Services Florida, Inc.
3230 Commerce Place, Suite A,
West Palm Beach, FL 33407

With a copy to:

Laurie Kowalski, Director of Procurement and Contracts
Lutheran Services Florida-Head Start Program
3627A West Waters Avenue
Tampa, Florida 33614

7. Section 18.17 Office of the Inspector General is hereby deleted in its entirety and replaced with the following:

Section 18.17 Palm Beach County Office of the Inspector General Audit Requirements

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. Section 18.19 Public Entity Crimes is hereby added as follows:

Section 18.19 Public Entity Crimes

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

9. Section 18.20 Headings is hereby added as follows:

Section 18.20 Headings

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

10. Section 18.21 Condemnation is hereby added as follows:

Section. 18.21 Condemnation

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or

conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Agreement shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this agreement prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

11. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective (the "First Amendment Effective Date") only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

12. Except as set forth herein, the Lease, as amended, remains unrevised 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, the parties have executed this First Amendment on the date set forth above.

Signed and delivered in the presence of:

WITNESSES:

Laurie Kowalski
Witness Signature

Laurie Kowalski
Witness Name Printed

Heidi Greenslade
Witness Signature

Heidi Greenslade
Witness Name Printed

LUTHERAN SERVICES FLORIDA, INC.,
a not-for-profit corporation

By: Marie Mason 4/8/2019
Dr. Marie Mason
VP of Operations of Head Start

(SEAL)
(corporation not for profit)

ATTEST:

SHARON R. BOCK
CLERK & COMPROLLER

By: _____
Deputy Clerk

COUNTY:

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

By: _____
Mack Bernard, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Chief Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Department Director

Attachment #5
Extension Option Request (1 page)



August 23, 2018

Via U.S. Certified Mail;
Return Receipt Requested



Della M. Lowery
Property Specialist
Palm Beach County Board of County Commissioners
2633 Vista Parkway
West Palm Beach, FL 33411

Dear Ms. Lowery,

This letter is being sent in anticipation of Lutheran Services Florida's (LSF) Head Start Program Lease Agreements expiring on May 19, 2019. Pursuant to Section 3.05 of the lease agreement for the Jupiter, Riviera Beach and Westgate facilities and Section 3.03 of the South Bay and West Palm Beach facilities agreements, LSF hereby notifies the Palm Beach County Board of County Commissioners of its intent to enter into negotiations for lease renewals.

We look forward to working with the county regarding the renewal process. Please contact me with any questions related to this letter and notice of LSF's intent to negotiate.

Sincerely,

A handwritten signature in blue ink is located below the word "Sincerely,". The signature appears to be "Julian Serrano".

Dr. Julian Serrano, Director
Head Start/ Early Head Start Programs

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 Dr. Marie Mason, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

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

2. Affiant's address is: 3627 W Waters Ave., Tampa, FL 33614

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

Marie Mason, Affiant

Print Affiant Name: Marie Mason

The foregoing instrument was sworn to, subscribed and acknowledged before me this 4th day of April, 2019, by Marie Mason [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

JoAnne Ratliff
Notary Public

(Print Notary Name) JoAnne Ratliff
Notary Public State of Florida
My Commission FF 953856
Expires 02/27/2020
NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____

EXHIBIT "A"

PROPERTY

6451 Indiantown Road, Jupiter FL

LEGAL DESCRIPTION

3-41-42, TH PT OF S 800 FT OF W 1/4 OF NE 1/4 LYG N OF SR 706 (LESS W 80 FT RD R/W)

PCN: 30-42-41-03-00-000-1100

EXHIBIT "A"
PROPERTY

6451 Indiantown Road, Jupiter FL



PCN: 30-42-41-03-00-000-1100



EXHIBIT "A"

PROPERTY

1440 Dr. Martin Luther King Jr. Blvd., Riviera Beach, FL

LEGAL DESCRIPTION

32-42-43, E 1/4 OF NE 1/4 OF SW 1/4 (LESS TH PT LYG S OF INLET BLVD)

PCN: 56-43-42-32-00-000-7070

EXHIBIT "A"

PROPERTY

1440 Dr. Martin Lutheran King Jr. Blvd., Riviera Beach, FL



PCN: 56-43-42-32-00-000-7070



EXHIBIT "A"

Property

**3691 Oswego Avenue,
West Palm Beach**

LEGAL DESCRIPTION

Lots 1 through 12, inclusive, Block 39, West Gate Estates (Northern Section) according to the Plat recorded in Plat Book 8, page 38, as recorded in the Public Records of Palm Beach County, Florida; said land situate, lying and being in Palm Beach County, Florida.

And

Tract A, Zimmerman 's Re-Plat of Part of Blocks 39, 49, 59 and 66, West Gate Estates, according to the Plat recorded in Plat Book 15, page 65, as recorded in the Public Records of Palm Beach County, Florida; said land situate, lying and being in Palm Beach County, Florida.

PCN: 00-43-43-30-03-039-0010

EXHIBIT "A"

PROPERTY

**3691 Oswego Avenue
West Palm Beach, FL**



PCN: 00-43-43-30-03-039-0010



EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Owner/Buyer/Tenant-as appropriate is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. *Owner/Buyer/Tenant* must identify individual owners. If, by way of example, *Owner/Buyer/Tenant* is wholly or partially owned by another entity, such as a corporation, *Owner/Buyer/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. Lutheran Services Florida, Inc. is a 501(c)(3) organization. There are no individuals or entities that have a beneficial interest in its assets.</u>		