

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date: September 10, 2019 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

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Department: Facilities Development & Operations

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

(A) adopt a Resolution authorizing a First Amendment to the Restated and Amended Lease with Alzheimer's Community Care, Inc. (ACC), a Florida not for profit corporation, for 1,080 square feet of space in the Mid-County Senior Service Center (Senior Center) located at 3680 Lake Worth Road to provide for a one (1) year extension with subsequent automatic one (1) year extensions for the provision of an adult day care dementia specific unit in partnership with the Division of Senior Services (DOSS); and

(B) approve a First Amendment to the Restated and Amended Lease Agreement (R2015-0478) commencing on October 1, 2019, with automatic one (1) year renewals, unless terminated by either party upon 120 days' notice, at an annual rent of \$13,665.

Summary: On April 2, 2013, the Board approved a Lease Agreement (R2013-0404) with ACC for the provision of an adult day care dementia specific unit in partnership with DOSS. On April 21, 2015, the Board approved a Restated and Amended Lease (Restated Lease) (R2015-0478) extending the term to September 30, 2017, with two (2) one-year options. Both options were exercised - the first on August 15, 2017 (R2017-1037) and the second on August 14, 2018 (3H-14) which extended the term to September 30, 2019. This First Amendment extends the term for one (1) year and provides for automatic one (1) year extensions unless terminated by either party upon 120 days notice; adds 2.5% annual increases to the annual rental rate; provides for alterations with County consent; and updates the non-discrimination, insurance, and Inspector General provisions. DOSS supports this extension and will continue to have administrative responsibility for the Lease Agreement. (Property & Real Estate Management) District 3 (HJF)

Background and Justification: On April 2, 2013, the Board approved a Lease Agreement with ACC for the provision of an adult day care dementia specific unit in partnership with DOSS at the Senior Center for two (2) years with two (2) one-year options. On April 21, 2015, the Board approved a Restated Lease which extended the term to September 30, 2017, with two (2) one-year options, expanded the days of authorized use to include Martin Luther King, Jr. Day, President's Day, Columbus Day, Veteran's Day, Christmas Eve, and other mutually agreed weekday holidays, and authorized ACC staff to remain at the Senior Center past County business hours. On August 14, 2019, the second and final one-year option was exercised extending the term to September 30, 2019. This First Amendment extends the term for one (1) year and provides successive one (1) year extensions unless terminated by either party upon 120 days' notice, adds 2.5% increases to the annual rental rate, provides for alterations with County consent and updates the non-discrimination, insurance and Inspector General provisions. A Disclosure of Beneficial Interests was not obtained since ACC is a not for profit corporation wherein no one individual owns five percent (5%) or more of the corporation.

Attachments:

- 1. Location Map
- 2. Resolution
- 3. First Amendment to the Restated and Amended Lease Agreement (2)
- 4. Budget Availability Statement

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Recommended By: *[Signature]* *[Signature]* 7/31/19  
Department Director Date

Approved By: *[Signature]* 8/23/19  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$0)	(\$13,665)	(\$14,007)	(\$14,357)	(\$14,716)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget: Yes  No

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

Budget Account No: Fund 1006 Dept 144 Unit 1457 Object \_\_\_\_\_  
 Program 3B04 Revenue Source 6201

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

Fixed Asset Number N/A

C. Departmental Fiscal Review: *Kayn Sykes*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

*Lisa R. Elchuk*  
 OFMB <sup>SP</sup> <sub>8/13</sub> <sup>EB</sup> <sub>8/14</sub>

*Ann G. Jarboe* 8/19/19  
 Contract Development and Control

**B. Legal Sufficiency:**

*[Signature]* 8/20/19  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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



LOCATION MAP



Attachment #2  
Resolution  
9 pages

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING A ONE (1) YEAR EXTENSION WITH AUTOMATIC ONE (1) YEAR RENEWALS OF THE TERM OF THE LEASE UNDER THE TERMS OF COUNTY'S LEASE OF CERTAIN REAL PROPERTY TO THE ALZHEIMER'S COMMUNITY CARE, INC. AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Alzheimer's Community Care, Inc., a Florida not-for-profit corporation ("ACC") pursuant to a Lease Agreement dated April 2, 2013 (R2013-0404) ("Lease"), as restated and amended by the Restated and Amended Lease Agreement dated April 21, 2015 (R2015-0478), leases real property from County for an adult day care center for individuals with Alzheimer's disease and related neurological disorders who are experiencing moderate to severe dementia at the Mid County Senior Center; and

**WHEREAS,** ACC has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County amend the Lease to approve a one (1) year extension and subsequent automatic one (1) year renewals of the Term of the Lease; and

**WHEREAS,** ACC provides a service to the community and County wishes to retain ACC's operation at the Mid County Senior Center; and

**WHEREAS,** the Board of County Commissioners of Palm Beach County hereby finds that ACC provides a service for the community interest and welfare, such real property is required for such use, such property is not needed for County purposes, and the extension of the Lease with ACC is in the best interests of the County.

**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 extend the Term to September 30, 2020, with subsequent automatic one (1) year renewals, with an annual

rental of \$13,332.00, and thereafter increasing 2.5% annually, pursuant to the First Amendment to the Restated and Amended Lease, attached hereto as Exhibit "A" and incorporated herein by reference, 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 Mack Bernard , Mayor
- Commissioner Dave Kerner, Vice Mayor
- Commissioner Hal R. Valeche
- Commissioner Gregg K. Weiss
- Commissioner Robert S. Weinroth
- Commissioner Mary Lou Berger
- Commissioner Melissa McKinlay

The Mayor thereupon declared the resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

By:   
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS


By:   
Department Director

EXHIBIT "A"

**FIRST AMENDMENT TO RESTATED AND AMENDED LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO RESTATED AND AMENDED LEASE AGREEMENT** (R2015-0478) (the "First Amendment") 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 **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**, Tenant and County entered into a Lease Agreement (R-2013-0404) as restated and amended (R2015-0478) (collectively, the "Lease") pursuant to which Tenant leases approximately 1,080 square feet of space within the Center from County; and

**WHEREAS**, the Term of the Lease currently expires on September 30, 2019; and

**WHEREAS**, the parties wish to amend the Lease to approve a one (1) year extension of the Term of the Lease; provide for automatic one (1) year extension options; provide for annual 2.5% rent increases and Tenant alterations; and amend and incorporate certain language required by County.

**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:

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 Term of the Lease is hereby extended for a period of one (1) year commencing on October 1, 2019, and expiring on September 30, 2020.
3. Section 1.06 Option to Extend is hereby deleted in its entirety and replaced with the following:

**Section 1.06 Option to Extend**

The Term of the Lease shall be automatically renewed for successive one (1) year periods, each under the same terms and conditions of this Lease and commencing upon the expiration of the initial Term of this Lease or any renewal thereof, unless either party hereto provides the other with written notice of its intent not to renew



this Lease at least 120 days prior to the expiration of the then current Term of this Lease.

4. Article II Rent is hereby amended to add the following:

**Section 2.05 Adjustment to Annual Rent**

On each anniversary date of the Term of the Lease, as extended, the Annual Rent shall be adjusted by increasing the then current Annual Rent by 2.5%.

5. Article III Condition of Leased Premises, Alterations is hereby amended to add the following:

**Section 3.04 Alterations**

Tenant shall not make any improvements, additions, modifications or alterations to the Premises (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance, which may be withheld in the County's sole and absolute discretion. Tenant shall submit detailed plans and specifications for all such Alterations to County's for County's written approval prior to commencing work on same. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease. All work done by Tenant shall be done in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans and specifications therefor. Upon giving its approval for any work or Alterations, County may specify whether the Alteration is to be removed by Tenant, at Tenant's sole cost and expense, upon the termination or expiration of this Lease.

6. Section 4.04 Non-Discrimination is hereby deleted in its entirety and replaced with the following:

**Section 4.04 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.

7. Article VII Insurance is hereby amended as follows:

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. Tenant shall cause any contractor or subcontractor performing work within the Premises on behalf of Tenant to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Tenant required herein.

Section 7.08 Certificate of Insurance is hereby deleted in its entirety and replaced with the following:

**Section 7.08 Certificate of Insurance**

Tenant will deliver to JDi Data Corporation, 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 JDi Data Corporation  
100 W. Cypress Road, Suite 1052  
Fort Lauderdale, FL 33309

Subsequently, Tenant shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to JDi Data Corporation which is Palm Beach County's insurance management system. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

8. Section 14.20 Office of the Inspector General is hereby deleted in its entirety and replaced with the following:

**Section 14.20 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.

9. Except as modified by this First Amendment, the Lease remains unmodified and in full force and effect in accordance with the terms thereof.

10. 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 hereto have duly executed this First Amendment as of the day and year first above written.

WITNESS:

Signed and delivered  
in the presence of:

TENANT:

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

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

(SEAL)  
(corporation not for profit)

\_\_\_\_\_  
Print Witness Name

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, 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

G:\PREM\PM\In Lease\AlzCommCareMidCountySrCtr\1st Amend 2019\1st Amendment. hf approved 7-2-2019.docx

Attachment #3  
First Amendment to the Restated and Amended Lease Agreement (2)  
6 pages each

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**WHEREAS**, the Term of the Lease currently expires on September 30, 2019; and

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**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:

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 Term of the Lease is hereby extended for a period of one (1) year commencing on October 1, 2019, and expiring on September 30, 2020.
3. Section 1.06 Option to Extend is hereby deleted in its entirety and replaced with the following:

**Section 1.06 Option to Extend**

The Term of the Lease shall be automatically renewed for successive one (1) year periods, each under the same terms and conditions of this Lease and commencing upon the expiration of the initial Term of this Lease or any renewal thereof, unless either party hereto provides the other with written notice of its intent not to renew

this Lease at least 120 days prior to the expiration of the then current Term of this Lease.

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7. Article VII Insurance is hereby amended as follows:

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. Tenant shall cause any contractor or subcontractor performing work within the Premises on behalf of Tenant to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Tenant required herein.

Section 7.08 Certificate of Insurance is hereby deleted in its entirety and replaced with the following:

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Submit certificates of insurance to:

Palm Beach County  
c/o JDi Data Corporation  
100 W. Cypress Road, Suite 1052  
Fort Lauderdale, FL 33309

Subsequently, Tenant shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to JDi Data Corporation which is Palm Beach County's insurance management system. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

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**Section 14.20 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.

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10. 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 hereto have duly executed this First Amendment as of the day and year first above written.

WITNESS:

Signed and delivered  
in the presence of:

Barbara Lansberry  
Witness Signature

Barbara Lansberry  
Print Witness Name

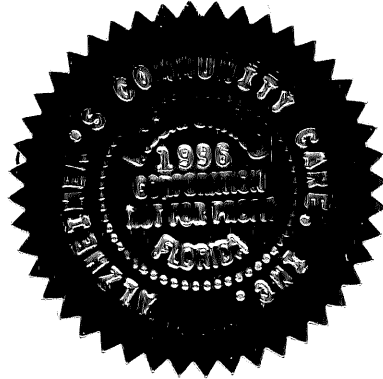
Christine DelGuzzi  
Witness Signature

Christine DelGuzzi  
Print Witness Name

TENANT:

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

By: Ray J. Sarna  
, President



ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

Signed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Department Director

Attachment #4  
Budget Availability Statement  
1 page

# BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 7/18/2019

REQUESTED BY: Richard C. Bogatin, PREM

PHONE: 233-0214

FAX: 233-0210

PROJECT TITLE: Alzheimer's Community Care, Inc., First Amendment to Lease Agreement at Mid-County Senior Center

PROJECT NO.: 2019-5.009

Fiscal Years	2019	2020	2021	2022	2023
<b>Capital Expenditures</b>	_____	_____	_____	_____	_____
<b>Operating Costs</b>	_____	_____	_____	_____	_____
<b>External Revenues</b>	<u>\$-0-</u>	<u>(\$13,665)</u>	<u>(\$14,007)</u>	<u>(\$14,357)</u>	<u>(\$14,716)</u>
<b>Program Income (County)</b>	_____	_____	_____	_____	_____
<b>In-Kind Match (County)</b>	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$-0-</u>	<u>(\$13,665)</u>	<u>(\$14,007)</u>	<u>(\$14,357)</u>	<u>(\$14,716)</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

*\*\* 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: 1006 DEPT: 144 UNIT: 1457 OBJ: \_\_\_\_\_  
 Program Period \_\_\_\_\_ Program Code 3B04 Revenue Source 6201 SUB OBJ: \_\_\_\_\_

IS ITEM INCLUDED IN CURRENT BUDGET: YES X NO \_\_\_\_\_

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

- Ad Valorem (source/type: \_\_\_\_\_ )
- Non-Ad Valorem (source/type: external revenue )
- Grant (source/type: \_\_\_\_\_ )
- 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: 7/22/19

ENCUMBRANCE NUMBER: