

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(10) _____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(10)</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No

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

Budget Account No: Fund 0001 Dept 760 Unit 7601 Rev source 6225
 Program _____

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

Fixed Asset Number N/A

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Previous decision 7/25/22
[Signature] 7/25/22
 OFMB NA 78582

[Signature] 8/21/22
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 8/4/22
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

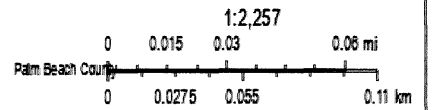
Continued Background and Justification: In February 2021, in response to visual damage, the County obtained a structural analysis of the main building and modular unit. Due to the severe deterioration of the main building, the Facilities Development and Operations Department determined renovation of the main building is not recommended and that the main building should be demolished. However, rather than terminating the lease as to the entire premises, the County is willing, and the Group has agreed, to continue leasing the 1,584 SF modular building. The Group is responsible for landscaping, grounds maintenance, non-structural repairs, interior painting, providing insurance, and payment of utilities, taxes and all assessments against the premises. The County is responsible for any structural maintenance. This Second Amendment (i) redefines the premises to exclude the 1,100 SF main building and add the parking area (ii) replaces Exhibit "A" depicting the premises; and (iii) updates, adds and modifies various standard County provisions. State Statutes do not require a Disclosure of Beneficial Interests be obtained when the County leases property to a tenant; however, there have been no changes in ownership to the Group and it continues to operate as a 501(c)(3) organization with no individuals or entities having a beneficial interest in the Group's assets.



Created by: Palm Beach County

January 14, 2022

00-42-44-25-00-000-5360



00-42-44-25-00-000-5360

AERIAL MAP



Attachment #1

Attachment #2
Second Amendment (2 @ 7 pages)

**SECOND AMENDMENT
TO
LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“Second Amendment”) is made and entered into _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (“County”), and **LAKE WORTH WEST RESIDENT PLANNING GROUP, INC.**, a Florida not for profit corporation (“Tenant”). County and Tenant are sometimes referred to herein collectively as the “parties”.

WITNESSETH:

WHEREAS, County and Tenant entered into that certain Lease Agreement dated January 11, 2005, (R2005-0106), amended by First Amendment (R2015-0060) (collectively the “Lease”), for the use of the Premises as defined in the Lease; and

WHEREAS, the First Amendment expanded the Premises to include a 1,584 SF modular building; and

WHEREAS, the main building located on the Premises has been deemed uninhabitable due to structural issues and is scheduled to be demolished by the County; and

WHEREAS, the parties wish to redefine “Premises” and 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. “Premises” as defined in Section 1.01 of the Lease, as amended, is modified to i) exclude the 1,110 single family dwelling because the dwelling is uninhabitable and will be demolished and ii) add the parking area.

3. The contact information for the notices under Section 7.06, Insurance Terms and Conditions, shall be updated with the following:

Palm Beach County
2700 6th Ave S
Lake Worth, FL 33461
Email: ecall@pbcgov.org 561-966-6613

4. Section 14.02 is being updated as to the tenant as follows:

Lake Worth West Resident Planning Group, Inc.
Executive Director
4730 Maine Street
Lake Worth, FL 33461
Fax: (561-649-6993

5. The Lease is hereby modified to add the following:

Section 14.16 No Third Party Beneficiary

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of Palm Beach County or employees of County or Tenant.

Section 14.17 Non-Discrimination

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, 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.

Section 14.18 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.

Section 14.19 Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Tenant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Tenant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the Tenant is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Lease.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Tenant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease term and following completion of the Lease, if the Tenant does not transfer the records to the public agency.

D. Upon completion of the Lease the Tenant shall transfer, at no cost to the County, all public records in possession of the Tenant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Tenant transfers all public records to the County upon completion of the Lease, the Tenant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Tenant keeps and maintains public records upon completion of the Lease, the Tenant shall meet all applicable requirements for retaining public records. All records stored electronically by the Tenant must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Tenant to comply with the requirements of this article shall be a material breach of this Lease. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Tenant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@pbcgov.org OR BY TELEPHONE AT 561-355-6680.

Section 14.20 Counterparts

This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 14.21 Lift Station

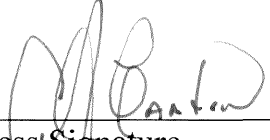
The County reserves the right to construct a lift station on the Premises in a location that will not adversely impact the Tenant's day to day operations. County will provide Tenant with 90 days notice prior to the commencement of construction.

6. Exhibit "A" (Premises) of the Lease, as amended, is hereby replaced with Exhibit "A" (Premises) attached hereto.
7. Except as set forth herein, the Lease, as amended, remains unmodified and in full force and effect.
8. This 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 Second Amendment as of the day and year first written above.

WITNESSES:



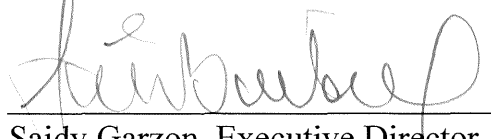
Witness Signature

Jennie Garzon

Print Witness Name

TENANT:

**LAKE WORTH WEST RESIDENT
PLANNING GROUP, INC.**, a Florida
not for profit corporation

By: 

Saïdy Garzon, Executive Director

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

COUNTY:


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


By: _____
Deputy Clerk

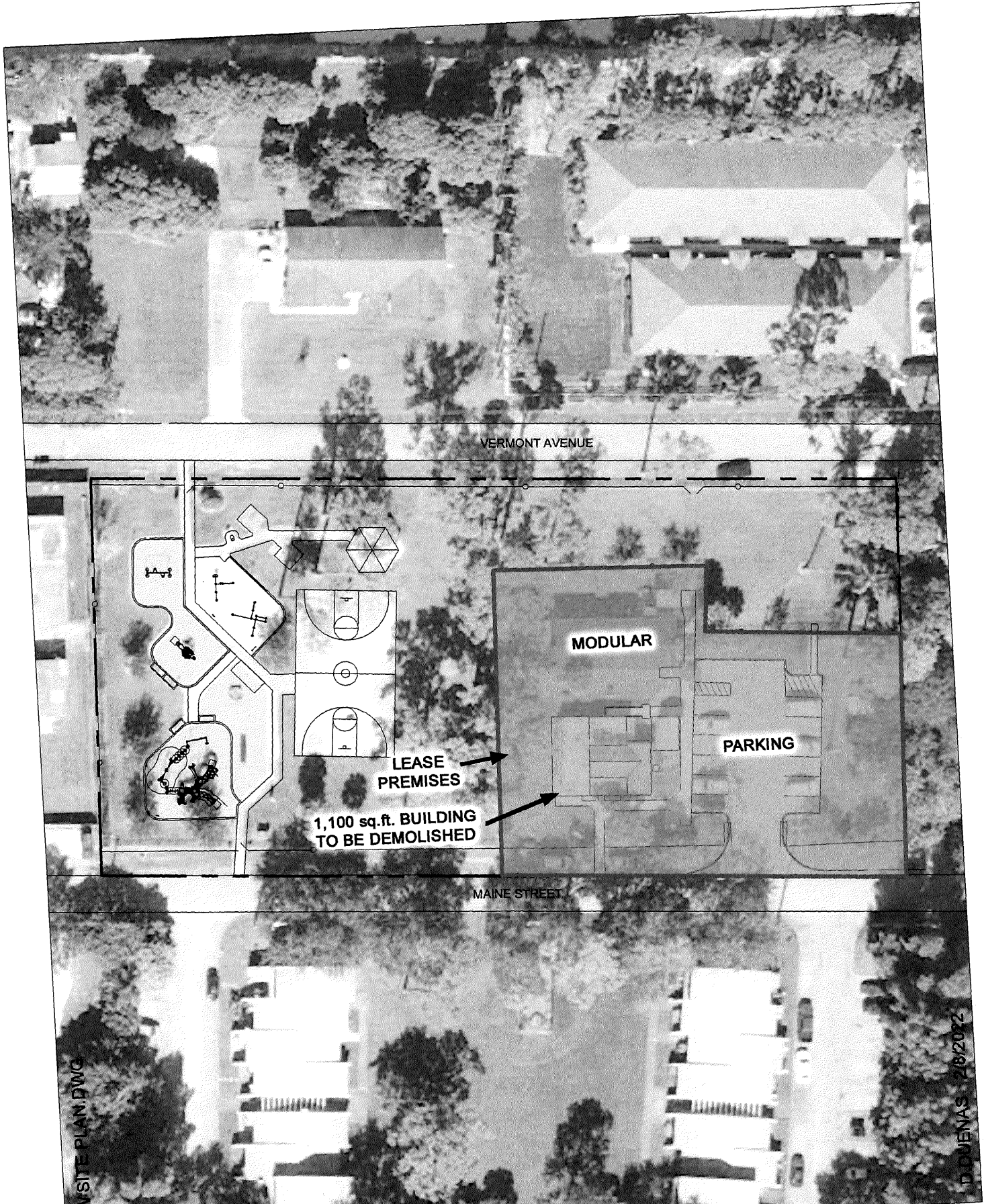
By: _____
Robert S. Weinroth, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
AND CONDITIONS

By: 
Chief Assistant County Attorney

By: 
Isami Ayala-Collazo, Director
Facilities Development & Operations



LW SITE PLAN.DWG

D. DUENAS 2/8/2022



PALM BEACH COUNTY
 PARKS & RECREATION
We create opportunities for healthy, happy living!

LAKE WORTH WEST RESIDENTIAL PLANNING GROUP, INC.
EXHIBIT "A"
 PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT PLANNING,
 RESEARCH & DEVELOPMENT DIVISION

