Agenda Item #: 3H-3

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

Meeting Date:	May 7, 2024	[X] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing
Department:	Facilities Developme	ent & Operations	
	I. <u>I</u>	EXECUTIVE BRIEF	
Motion and Title	: Staff recommends moti	ion to approve:	
(LSF), Inc., a Florid	da not-for-profit corporation	n, for the continued use of	14-0711) with Lutheran Services Florida the South Bay Head Start facility located (ay 19, 2029 at an annual rental of \$1.00;
(LSF), Inc., a Florid	da not-for-profit corporation	n, for the continued use of	14-0713) with Lutheran Services Florida The West Palm Beach Head Start facility 024 through May 19, 2029 at an annual
LSF for the Head Sthe provision of He May 19, 2019, with final five (5) year each Lease will remapplication is not a October 1 to Septe the Leases with 90 Projects that have be continue to manage Background and County owned Head on May 19, 2019, wapproved on May from May 20, 2011 Inspector General records provisions	Start facilities in South Bayer and Start program services. In two (2) five (5) year extent extension option for the penain at \$1.00. The County approved or funded on or bear bear 30, or 2) with a 180 of days' notice but will remove undertaken by the County ethese Leases. (PREM) Daystification: On May 2 and Start facilities in South Ewith two (2) options to extend 7, 2019, wherein LSF exerts 19 through May 19, 2024; provisions were updated;	y and West Palm Beach to The initial term of the Lension options. LSF has period of May 20, 2024 three has the right to terminate the efore June 30 for the upcondays' notice prior to the enain obligated to fund 50% anty in that year. Property District 6 & 7 (HJF)  20, 2014, the Board approximation and West Palm Beach and, each for a period of five reised its first option to each the early termination, no and the public entity crimination. LSF is a Florida not-fer	Board) approved Lease Agreements with enable LSF to assume responsibility for eases were for five (5) years expiring on rovided notice to exercise its second and ough May 19, 2029. The annual rent for the Leases: 1) immediately if LSF's grant ming budget period, which runs between nd of the grant year. LSF may terminate % of the Repair and Replacement (R/R) & Real Estate Management Division will wed Lease Agreements with LSF for two each for a period of five (5) years ending (5) years. The First Amendments were xtend each Lease term for five (5) years on-discrimination, insurance, notices and nes, headings, condemnation and public for-profit 501 (c)(3) corporation and has hment No. 3.
2. Ext	cation Maps (2) cension Option Request closure of Beneficial Intere	est	
Recommended l		dyal Collector Taker	1/24/24 Date/ 4/24/24

**County Administrator** 

#### II. FISCAL IMPACT ANALYSIS

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

C.

**Other Department Review:** 

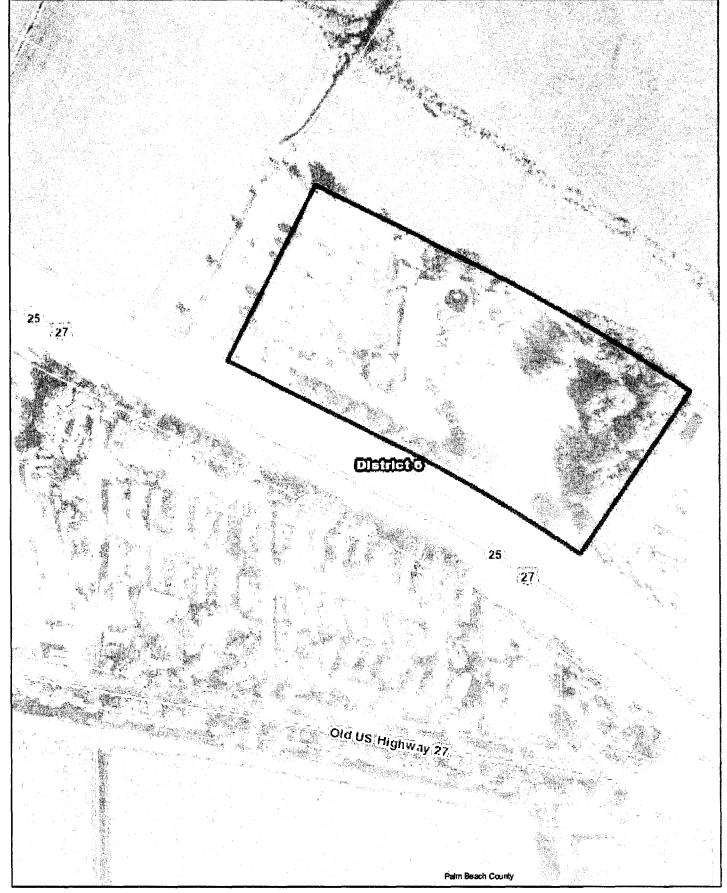
Department Director

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$993,000	<u>\$914,525</u>	\$600,000	<u>\$0</u>	\$160,000
Operating Costs External Revenues Program Income (County) In-Kind Match (County	(\$496.502) ———	(\$457,265) ———	(\$300,002) ———	<u>(\$2)</u>	<u>(\$80,002)</u>
NET FISCAL IMPACT	\$496,498 	<u>\$457,261</u>	<u>\$299,998</u>	<u>(\$2)</u>	<u>\$79,998</u>
# ADDITIONAL FTE POSITIONS (Cumulative)				4	
Is Item Included in Curren	t Budget: Yes	<u>X</u>	No		
Does this item include the	use of federal fu	nds? Yes_	No <u>X</u>		
Does this item include the	use of state fund	ls? Yes	NoX		
•	and $\overline{3900}$ D	ept <u>761</u> ept <u>761</u> ept <u>410</u>	Unit <u>B669</u> Unit <u>B669</u> Unit 4240	Exp Rev Rev	4907 6943 6225
B. Recommended Source				100	<u>0225</u>
The annual rent for each maintenance and repair In addition, LSF is respectively facilities identified and	, custodial service ponsible for 50%	es, landscape r of the cost of	naintenance and all repair and r	d operation eplacemen	of these facilitie at projects for thes
Fixed Asset Number	N/A	-2 /	$\overline{}$		
C. Departmental Fiscal	Review:	) 20	<u> </u>		
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	III. <u>REV</u>	IEW COMM	EN12		
A. OFMB Fiscal and/or		opment Com		Short of Control	17/24

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

## LOCATION MAP

58-36-44-10-00-000-1100



T:2,257

0 0.0175 0.035 0.07 mi
- h H
0 0.03 0.06 0.12 km

ATTACHMENT #1 Page 1 of 2

## **LOCATION MAP**

74-43-43-19-15-000-0390



0.03

ATTACHMENT #1 Page 2 of 2



# Lutheran Services Florida Inc. 3627 W Waters Ave Tampa FL 33614 813-599-2547 contracts@lsfnet.org

May 1st 2023

Lutheran Services Florida Inc. 3627 Suite A W Water Ave Tampa, FL 33614

Re: Lease Renewal

Ref. Option to extend 5 leases- South Bay, West Palm Beach, Jupiter, Riviera Beach, Westgate.

This letter serves as formal notification that LSF intends to exercise the option to extend all five leases for the final five-year extension period, as per section 3.05 of the Jupiter, Riviera Beach, and Westgate facility agreements, and section 3.0 of the South Bay and West Palm facility agreements. We are providing the required 270 days' notice as stipulated in the lease agreement.

We would like to express our gratitude for the partnership and positive impact on the local community throughout our years of collaboration. Should you have any inquiries, please do not hesitate to reach out to our procurement and contracts department at 813-599-2547 or contracts@lsfnet.org.

Robert Bialas (Feb 27, 2024 11:34 EST)

**Bob Bialas** 

**EVP Children and HS Services** 

Lutheran Services Florida, Inc.

Lutheran Services Florida Inc. | www.LSFnet.org

#### TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

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 Robert Bialas , hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

- Affiant is the Executive Vice President 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").
  - 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.
- 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.
- 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 APPIANT SAYETH NAUGHT. Print Affiant Name: 500

The foregoing instrument was sworn to, subscribed and acknowledged before me this

(3th day of March , 2024, by Bobart Bullas produced FL Drivers License as identification and who did take an oath

Tracey Quinteros Commission # HH 112813 Iommission Expires 04-01-2025 Bonded Through - Cynanotary Florida - Notary Public

Print Notary Name)

**NOTARY PUBLIC** State of Florida at Large My Commission Expires: 4/1/25

GAPREMistandard Documents/Disclosure of Beneficial Interest (tenant) #3-11.dae

### EXHIBIT "A" **PROPERTY**

990 US Highway 27 N, South Bay

58-36-44-10-00-000-1100



February 26, 2024

0 03

## EXHIBIT "A" PROPERTY

100 N Chillingworth Drive, West Palm Beach

## 74-43-43-19-15-000-0390



0.03

#### **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
None. L	utheran Services Florida, Inc. is a 501(c)(3) organiza	tion. There are no
individua	ls or entities that have a beneficial interest in its assets.	
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