

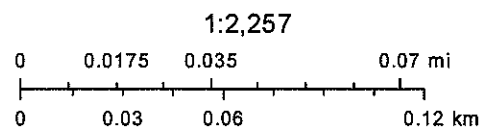
LOCATION MAP

74-43-43-05-01-026-0010

1111 36th Street



September 25, 2025



ATTACHMENT # 1

Attachment #2

First Amendment to Parking Lease Agreement (with Exhibit)

FIRST AMENDMENT TO PARKING LEASE AGREEMENT

THIS FIRST AMENDMENT TO PARKING LEASE AGREEMENT, (“First Amendment”) is made and entered into April 14, 2026, (“Effective Date”) by and between **MOUNT CALVARY MISSIONARY BAPTIST CHURCH OF RIVIERA BEACH, INC.**, a Florida not-for-profit corporation, (“Landlord”) and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (“County”) (“Landlord” and “County” referred to collectively as the “Parties”).

WHEREAS, Landlord and County entered into that certain Parking Lease Agreement (R2024-1209) (“Lease”) dated September 17, 2024, for the lease of seventy-five (75) parking spaces (“Premises”) at Mount Calvary Missionary Baptist Church located at 1111 36th Street, West Palm Beach, Florida 33407 (“Property”); and

WHEREAS, County intends to use designated parking spaces for use by County employees during a repaving project set to occur at the Palm Tran North County Facility located at 3201 Electronics Way in West Palm Beach (“Facility”); and

WHEREAS, County is current in its rent payments to Landlord and continues to be so through the Effective Date of this First Amendment; and

WHEREAS, County’s repaving project at the Facility has been delayed and, accordingly, County’s use of the Premises was delayed; and

WHEREAS, the Parties agree to revise the Term of the Lease to commence on September 8, 2025, which is the date that County commenced use of the Premises; and

WHEREAS, the Parties wish to credit the amount equal to the rent paid by County for the period of September 17, 2024, through September 7, 2025, toward the Annual Rent under the Lease as set forth herein; and

WHEREAS, the Parties desire to amend the Lease to postpone the commencement date of the Lease, provide for the credit, and update standard language.

NOW, THEREFORE, in consideration of the mutual covenants and agreement 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 Lease, as amended.
2. **Section 1.02** of the Lease is hereby deleted in its entirety and replaced with the following:

Section 1.02 Length of Term.

The term of the Lease shall commence on September 8, 2025 (the “Lease Commencement Date”). The Lease shall extend for a period of one (1) year from

the Lease Commencement Date (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. If the Lease Commencement Date is not the first (1st) day of the month, the first month's rent shall be prorated from the Lease Commencement Date to the end of the month, and the Term shall expire on the last day of the month which is one (1) year after the Lease Commencement Date. Following the end of the Term, the Lease shall automatically continue on a month-to-month basis, unless terminated by County as provided in this Lease.

3. **Section 1.03** of the Lease is hereby deleted in its entirety and replaced with the following:

Section 1.03 Termination.

Either party may terminate this Lease by providing ninety (90) days' written notice to the other party, in which event this Lease shall then expire on the date specified (the "Expiration Date") as if that date had been originally fixed as the expiration date of the Term of this Lease. This Lease and all obligations hereunder shall terminate on the Expiration Date, and the Parties shall thereupon be relieved of all further obligations hereunder. County shall have a period of sixty (60) days after the termination of this Lease to remove its property from the Premises, and no rent shall be due for such sixty (60) day period. The foregoing provision shall survive the termination of this Lease.

4. **Section 2.01** of the Lease is hereby deleted in its entirety and replaced with the following:

Section 2.01 Annual Rent.

County shall pay Landlord for the use and occupancy of the Premises an annual gross rental of Thirty-Six Thousand Dollars (\$36,000). The Annual Rent shall be payable in equal monthly installments of Three Thousand Dollars (\$3,000) per month payable on the first (1st) day of each month beginning on the Lease Commencement Date. If the Lease Commencement Date is not the first (1st) day of the month, the first month's rent shall be prorated from the Lease Commencement Date to the end of the month. Any amounts paid by County to Landlord after the Effective Date of this Lease but prior to the Lease Commencement Date shall be credited toward County's Annual Rent payment obligations upon commencement of the Term. This Lease is intended to be a "gross" lease, and County's obligations hereunder shall be limited to those specifically set forth herein.

5. Landlord acknowledges and agrees to provide County with a credit in the amount of \$35,100.00, which is the total of the monthly installments of Annual Rent previously paid by County to Landlord for the period of September 17, 2024, through September 7, 2025 (the "Rent Credit"). Promptly following the Effective Date of this First Amendment, County shall provide one (1) or more notices to Landlord (each, a "Rent Credit Notice") identifying the months (and any partial month as applicable) within the Term of the Lease that County elects to apply portions of the Rent Credit to the monthly installment of Annual Rent due for such applicable months until the Rent Credit has been exhausted in full. Landlord agrees that, until the Rent Credit has been exhausted in full, County shall

not be obligated to pay to Landlord any monthly installment of Annual Rent pursuant to which County has elected in a Rent Credit Notice to apply the Rent Credit.

6. **Section 14.03** of the Lease is hereby deleted in its entirety and replaced with the following:

Section 14.03 Entire Agreement; Amendments.

This Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Landlord and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or County unless reduced to writing and signed by them. The Director of the Palm Beach County Facilities Development and Operations Department shall have the authority to execute any amendment, modification, supersession, or termination of this Lease, or any notice of termination of this Lease, on behalf of Palm Beach County.

7. **Section 14.16** is hereby deleted in its entirety and replaced with the following:

Section 14.16 Non-Discrimination.

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 R2025-0748, as may be amended, Landlord warrants and represents that throughout the term of the Lease, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of this Lease.

8. **Section 14.24** is hereby added to Article XIV of the Lease as follows:

Section 14.24 Nongovernmental Entity Human Trafficking.

Landlord warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Landlord has executed the Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein as Exhibit "D".

9. **Exhibit "D" (Nongovernmental Entity Human Trafficking Affidavit)**, attached hereto, is hereby added to and incorporated into the Lease.
10. Except as modified by this First Amendment, the Lease remains unmodified and in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

LANDLORD:

**MOUNT CALVARY MISSIONARY
BAPTIST CHURCH OF RIVIERA BEACH,
INC., a Florida not-for-profit corporation**

By: Earl Harris
Witness Signature

By: Carolyn Williams-Smith
Signature

Earl Harris
Witness Printed Name

Carolyn Williams-Smith
Print Name

President
Title

[Signatures continued on next page.]

**FIRST AMENDMENT TO PARKING LEASE AGREEMENT between MOUNT CALVARY
MISSIONARY BAPTIST CHURCH OF RIVIERA BEACH, INC. and PALM BEACH COUNTY**

ATTEST:

MICHAEL A. CARUSO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Assistant County Attorney

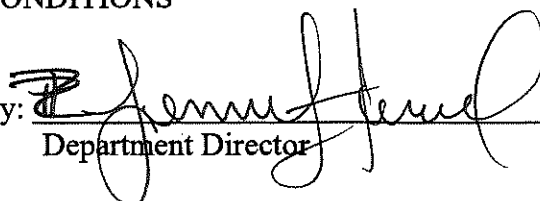
By: 
Department Director

EXHIBIT "D"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

[Fla. Stat. §787.06(13)]

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, Carolyn Williams-Smith, am an officer or representative of **MOUNT CALVARY MISSIONARY BAPTIST CHURCH OF RIVIERA BEACH, INC.** (Landlord), and attest that Landlord does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

MOUNT CALVARY MISSIONARY BAPTIST CHURCH OF RIVIERA BEACH, INC.,
A Florida Not-For-Profit Corporation

By: Carolyn Williams-Smith
Print Name: Carolyn Williams-Smith
Print Title: Board Chair person

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization this, 3rd day of November, 2025, by Carolyn Williams-Smith, the Board Chair of Mount Calvary Missionary Baptist Church of Riviera Beach, Inc., a Florida not-for-profit corporation, who is personally known to me or has produced _____ as identification.

(Notary Seal)

Latosha Lowe-Goode
Notary Public, State of Florida
Print Notary Name: Latosha Lowe-Goode
My Commission Expires: May 28, 2028



LATOSHA LOWE-GOODE
Commission # HH 504527
Expires May 28, 2028