

34-12

Agenda Item #:

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

**Meeting Date:** May 20, 2008                       **Consent**             **Regular**  
 **Ordinance**                       **Public Hearing**

**Department:** Facilities Development & Operations

**I. EXECUTIVE BRIEF**

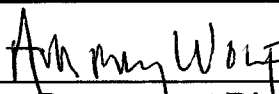
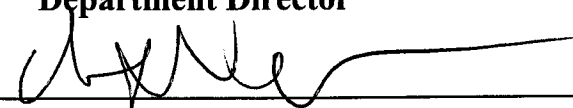
**Motion and Title:** Staff recommends motion to approve: Amendment Number Six to Lease Agreement (R91-437-D)with Wallace K. Lutz , as Trustee of the Wallace K Lutz, Sr. Revocable Trust Dated October 8, 1991.

**Summary:** The County, on behalf of the Department of Community Services' Migrant Program, currently leases 699 SF of office space at 607 So. Main Street, Unit 103, Belle Glade, as a satellite office. This Amendment extends the term of the Lease for three (3) years from June 1, 2008, to May 31, 2011, and updates the Notice provision. The annual rent under this Amendment will remain unchanged at \$7,366.80 (\$10.54/SF). **(PREM) District 6 (JMB)**

**Background and Justification:** Since its inception in 1978, the Migrant Program has maintained a satellite office in Belle Glade. This program provides job training to farm workers who experience chronic seasonal unemployment to assist them in finding permanent, full-time employment outside of farming. The Migrant Program is operated under a grant from the Florida Department of Education with funds from the Department of Labor's Workforce Investment Act (WIA), Section 167. Among the services offered are vocational and academic education, work experience, on-the-job training and assistance in job placement. Since June 1991, the Migrant Program's satellite office has been located at 607 So. Main Street, Unit 103, Belle Glade, under a Lease Agreement with Wallace K. Lutz, Sr. and Theresa C. Lutz, his wife. The Lutz's recently assigned their interest in the property to the Wallace K. Lutz, Sr. Revocable Trust. The fifth extension of the term of the Lease expires May 31, 2008. Because of the continuing shortage of suitable County-owned space in the Belle Glade area and the Migrant Program's desire to continue its tenancy in the same location, Staff has negotiated Amendment Number Six which provides for a three (3) year extension until May 31, 2011, with no rental increase throughout the three year period. A Disclosure of Beneficial Interests is attached as Attachment Number 4.

**Attachments:**

- 1. Location Map
- 2. Amendment Number Six To Lease Agreement
- 3. Budget Availability Statement
- 4. Disclosure of Beneficial Interests

<b>Recommended By:</b>	 Department Director	5/1/08 Date
<b>Approved By:</b>	 County Administrator	5/9/08 Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Operating Costs	<u>2,455.60</u>	<u>7,366.80</u>	<u>7,366.80</u>	<u>4,911.20</u>	<u>          </u>
External Revenues	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Program Income (County)	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
In-Kind Match (County)	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<b>NET FISCAL IMPACT</b>	<b><u>2,455.60</u></b>	<b><u>7,366.80</u></b>	<b><u>7,366.80</u></b>	<b><u>4,911.20</u></b>	<b><u>-0-</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

Is Item Included in Current Budget: Yes   X   No         

Budget Account No:     Fund 1004 Dept 142 Unit 1427 Object 4410  
                                  Program FW19

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

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

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

<p><u>                                  5-7-08</u> OFMB <span style="margin-left: 150px;">CN 5/5/08</span></p>	<p><u>                                  5/8/08</u> Contract Development and Control</p>
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**This amendment complies with  
our review requirements.**

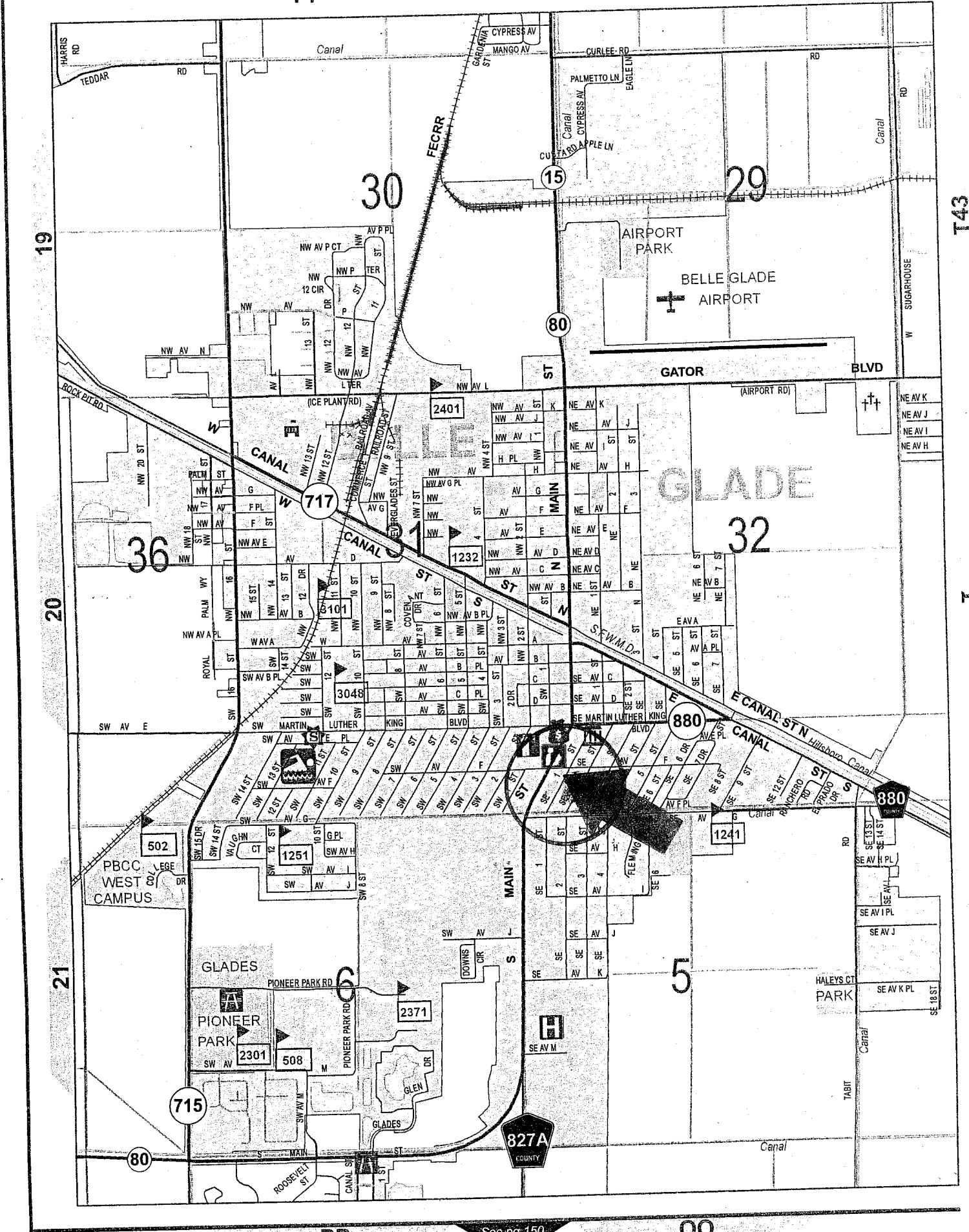
**B. Legal Sufficiency:**

                                  5/8/08  
Assistant County Attorney

**C. Other Department Review:**

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

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



Amendment Number Six To Lease Agreement  
 Department of Community Services – Migrant Program  
 PCN 04-37-43-41-05-004-0010

**LOCATION MAP**  
**ATTACHMENT # 1**



**AMENDMENT NUMBER SIX TO LEASE AGREEMENT**

**THIS AMENDMENT NUMBER SIX TO LEASE AGREEMENT ("Amendment Number Six")** made and entered into on \_\_\_\_\_, by and between WALLACE K. LUTZ AS TRUSTEE OF THE WALLACE K. LUTZ, SR. REVOCABLE TRUST DATED OCTOBER 8, 1991, hereinafter referred to as "Lessor" and PALM BEACH COUNTY, a political subdivision of the State of Florida, on behalf of Palm Beach County Community Services Department, Migrant Program, hereinafter referred to as "Lessee".

**WITNESSETH:**

**WHEREAS**, Wallace K. Lutz, Sr. and Theresa C. Lutz, his wife, the original Lessor ("Original Lessor"), and Lessee entered into that certain Lease Agreement dated April 9, 1991 (R91-437D) (the "Lease"), for the use of the Leased Premises as defined in the Lease, which includes 699 net square feet of office space at 607 South Main Street, Unit 103, Belle Glade, Florida 33430, and which Lease commenced on June 1, 1991, and expired on May 31, 1994; and

**WHEREAS**, the Lease provided Lessee with two (2) one-year options to renew the Lease; and

**WHEREAS**, Lessee exercised the first renewal option on February 1, 1994 (R94-135D) to extend the Term of the Lease from June 1, 1994, through May 31, 1995, and the second renewal option on February 7, 1995 (R95-154D), to extend the term of the Lease from June 1, 1995, through May 31, 1996; and

**WHEREAS**, on April 16, 1996, Original Lessor and Lessee entered into Amendment Number One to the Lease Agreement (Resolution No. R96-484-D), to extend the term of the Lease for a period of two years; and

**WHEREAS**, on May 19, 1998, Original Lessor and Lessee entered into Amendment Number Two to the Lease Agreement (Resolution No. R98-673-D), to extend the term of the Lease for a period of two years; and

**WHEREAS**, on July 11, 2000, Original Lessor and Lessee entered into Amendment Number Three to the Lease Agreement (Resolution No. R2000-948), to extend the term of the Lease for a period of two years; and

**WHEREAS**, on May 7, 2002, Original Lessor and Lessee entered into Amendment Number Four to the Lease Agreement (Resolution No. R2002-655), to extend the term of the Lease for a period of three years and increase the rent; and

**WHEREAS**, on May 3, 2005, Original Lessor and Lessee entered into Amendment Number Five to the Lease Agreement (Resolution No. R2005-870), to extend the term of the Lease for a period of three years and increase the rent; and

**WHEREAS**, the term of the Lease expires on May 31, 2008; and

**WHEREAS**, after execution of the Lease, Original Lessor transferred its interest in the Leased Premises to Lessor; and

**WHEREAS**, Lessor and Lessee desire to further extend the term of the Lease, pursuant to Section 32 of the Lease, for an additional three (3) years and upon the same lease terms and conditions to assure Lessee's continued use of the Leased Premises.

**WHEREAS**, Lessor hereby acknowledges that Lessee is not delinquent in the payment of Rent and is not in default of any of the terms and conditions of the Lease; and

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and conditions contained herein, the parties agree to modify the Lease as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning and effect as in the Lease.

2. The term of the Lease is hereby further extended for a period of three (3) years commencing on June 1, 2008, and expiring on May 31, 2011 (the "Extended Term").

3. **Section 8, Writing**, is hereby deleted in its entirety and replaced with the following:

**Section 8. Notices:** All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the Lessor at:  
Wallace K. Lutz as Trustee of the Wallace K. Lutz, Sr. Revocable Trust  
dated October 8, 1991  
c/o Lutz Builders  
607 South Main Street, Suite 107  
Belle Glade, FL 33430  
Telephone: 561-996-9786  
Fax: 561-996-0244

(b) If to the Lessee at:  
Property & Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411  
Telephone: 561-233-0217  
Fax: 561-233-0210

with a copy to:  
Palm Beach County Attorney's Office  
Attn: Real Estate  
301 N. Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
Telephone: 561-355-2225  
Fax: 561-355-4398

Any party may from time to time change the address to which notice under this Lease Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

4. **Section 33, Disclosure of Beneficial Interests**, is hereby added as follows:

**Section 33, Disclosure of Beneficial Interests.**

Lessor represents that simultaneously with Lessor's execution of this Amendment Number Six, Lessor has executed and delivered to Lessee, the Lessor's Disclosure of Beneficial Interests attached as Exhibit "D" hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Leased Premises as required by

Section 286.23 of the Florida Statutes unless Lessor is exempt under the statute. Lessor warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Leased Premises after the date of execution of the Disclosure until the Effective Date of this Amendment Number Six, Lessor shall immediately, and in every instance, provide written notification of such change to the Lessee pursuant to Section 8 of this Lease Agreement, as amended.

5. Original Lessor transferred its interest in the Leased Premises to Lessor on December 19, 1991. The parties wish to confirm that, pursuant to Section 29 of Lease, Lessor as well as Original Lessor are liable for the obligations of Original Lessor under Lease, as amended.

6. This Amendment Number Six shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

7. Except as modified by this Amendment Number Six, the Lease remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Lease, as amended, in accordance with the terms thereof.

**IN WITNESS WHEREOF**, Lessor and Lessee hereto have executed this Amendment Number Six on the day and year first written above.

**LESSOR:**

WITNESS:

Cindy Barnes  
Witness Signature

CINDY BARNES  
Print Witness Name

Phyllis K. Sloan  
Witness Signature

Phyllis K. Sloan  
Print Witness Name

By: Wallace K. Lutz  
WALLACE K. LUTZ as Trustee of the  
Wallace K. Lutz, Sr. Revocable Trust dated  
October 8, 1991

**ATTEST:**

SHARON R. BOCK  
CLERK & COMPTROLLER

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

**LESSEE:**

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

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO TERMS  
AND CONDITIONS

By: Audrey Wolf  
Audrey Wolf, Director  
Facilities Development & Operations

EXHIBIT "D"

LESSOR'S DISCLOSURE OF BENEFICIAL INTERESTS

LESSOR'S DISCLOSURE OF BENEFICIAL INTERESTS  
(REQUIRED BY FLORIDA STATUTES 286.23)

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

1. Affiant is the Trustee (position - i.e. president, partner, trustee) of Wallace K Lutz Revocable Trust (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 3920 North A1A, unit 1103  
Fort Pierce, FL 34949

3. Attached hereto 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 Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

5. 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.

6. 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.

FURTHER AFFIANT SAYETH NAUGHT.

WALLACE K LUTZ, SR, Affiant  
(Print Affiant Name)

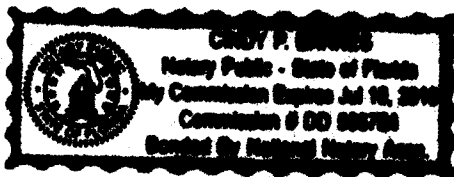
The foregoing instrument was acknowledged before me this 27th day of March, 2008, by Wallace K Lutz, Sr  
 who is personally known to me or  who has produced \_\_\_\_\_ as identification and who did take an oath.

Lindy P Barnes  
Notary Public

LINDY P BARNES  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: 7/18/10



**EXHIBIT "A"**

**PROPERTY**

Legal Description: Lot 4, less the South 8 feet, and all of Lots 1, 2 and 3, Block 4, REPLAT OF HOLLOWAY ADDITION TO BELLE GLADE, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 18, Page 16 of the Public Records of Palm Beach County, Florida, LESS AND NOT INCLUDING, the West 17 feet thereof, measured at right angles to the West Lot lines, for the right-of-way of State Road 80 (South Main Street), as described in Warranty Deed recorded in OR Book 4070, page 1076.

Parcel Control Number: 04-37-43-41-05-004-0010

Address: 607 South Main Street, Belle Glade, FL 33430





BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 1/11/2008

RECEIVED

REQUESTED BY: Steven K. Schlamp, Property Specialist, FD&O - PREM

JAN 16 2008

SENT TO: Minerva Acosta, Coordinator, Farmworker Program, Community Services

PROJECT NAME: Community Services Farmworker Program Amend 6

IS ITEM INCLUDED IN CURRENT BUDGET: YES x NO     

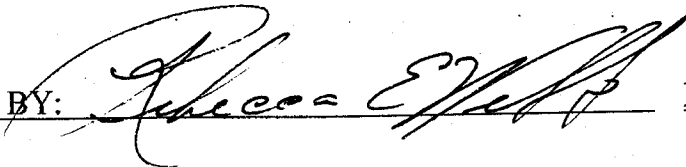
BUDGET ACCOUNT NO:

FUND: 1004 DEPT: 142 UNIT: 1427 OBJ: 4410 PROGRAM: FW19

FIVE YEAR SUMMARY OF FISCAL IMPACT:

FISCAL YEARS	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
CAPITAL EXPENDITURES	_____	_____	_____	_____	_____
OPERATING COSTS	<u>2,455.60</u>	<u>7,366.80</u>	<u>7,366.80</u>	<u>4,911.20</u>	_____
EXTERNAL REVENUE	_____	_____	_____	_____	_____
PROGRAM INCOME (COUNTY)	_____	_____	_____	_____	_____
IN KIND MATCH (COUNTY)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$2,455.60</u>	<u>\$7,366.80</u>	<u>\$7,366.80</u>	<u>\$4,911.20</u>	<u>\$ -0-</u>

PROPOSED BCC MEETING DATE: 4/15/2008

BAS APPROVED BY:  DATE: Jan 14, 2008

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/02/2008

<b>PRODUCER</b> REDISH INSURANCE 300 S. BOND ST. CLEWISTON FL 33440 863-983-5167		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> W K & TERESA LUTZ 407 WATN BLDG SUITE 107 BELLE GLADE, FL 33430		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
		INSURER A: PENN AMERICA INS CO	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INFO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY: [ ] LOW [ ] HIGH [ ] LOC	PAC6603974	06/05/07	06/05/08	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE): \$50,000 MED EXP (Any one person): \$1,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$1,000,000 PRODUCTS, COMPOUND AGG: T.N.C.T. LIMIT
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA ACCIDENT): \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANYAUTO				AUTO ONLY - EA ACCIDENT: \$ OTHER THAN AUTO ONLY: EA ACC: \$, AGG: \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE: \$ RETENTION: \$				EACH OCCURRENCE: \$ AGGREGATE: \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				E.L. EACH ACCIDENT: \$ E.L. DISEASE - EA EMPLOYEE: \$ F.I. DISEASE - POLICY LIMIT: \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS ALSO LISTED AS ADDITIONAL INSURED.

<b>CERTIFICATE HOLDER</b> PALM BEACH COUNTY BOCC PROPERAL & REAL ESTATE MANAGEMENT ATTN: DIRECTOR 3200 BELVEDERE ROAD, BLDG 1169 WEST PALM BEACH, FL 33406-1544	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREON, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Ricky R Redish</i>
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EXHIBIT "D"

LESSOR'S DISCLOSURE OF BENEFICIAL INTERESTS

LESSOR'S DISCLOSURE OF BENEFICIAL INTERESTS  
(REQUIRED BY FLORIDA STATUTES 286.23)

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

1. Affiant is the Trustee (position - i.e. president, partner, trustee) of Wallace K Lutz Revocable Trust (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 3920 North A1A, unit 1103  
Fort Pierce, FL 34949

3. Attached hereto 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 Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

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6. 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.

FURTHER AFFIANT SAYETH NAUGHT.

WALLACE K LUTZ, SR, Affiant  
(Print Affiant Name)

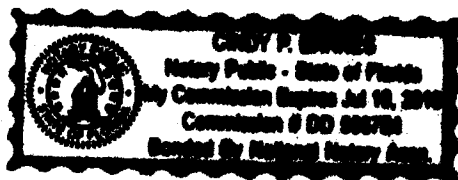
The foregoing instrument was acknowledged before me this 27th day of March, 2008, by Wallace K Lutz, Sr [  ] who is personally known to me or [  ] who has produced \_\_\_\_\_ as identification and who did take an oath.

Cindy P Barnes  
Notary Public

CINDY P BARNES  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: 7/18/10



ATT.#4