

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 7, 2024 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) the second option to extend the term of the Restated Lease Agreement (R2015-0567) with Lutheran Services Florida (LSF), Inc., a Florida not-for-profit corporation, for the continued use of the Jupiter Head Start facility located at 6415 W. Indiantown Road for the period of May 20, 2024 through May 19, 2029 at an annual rental of \$1.00;

B) the second option to extend the term of the Restated Lease Agreement (R2015-0569) with Lutheran Services Florida (LSF), Inc., a Florida not-for-profit corporation, for the continued use of the Riviera Beach Head Start facility located at 1440 Dr. Martin Luther King Jr. Blvd. for the period of May 20, 2024 through May 19, 2029 at an annual rental of \$1.00; and

C) the second option to extend the term of the Restated Lease Agreement (R2015-0571) with Lutheran Services Florida (LSF), Inc., a Florida not-for-profit corporation, for the continued use of the Westgate Head Start facility located at 3691 Oswego Avenue, West Palm Beach for the period of May 20, 2024 through May 19, 2029 at an annual rental of \$1.00.

Summary: In 2015, the Board of County Commissioners (Board) approved Restated Lease Agreements with LSF for the Jupiter, Riviera Beach, and Westgate Head Start facilities. The initial terms of the Restated Leases were for five (5) years ending on May 19, 2019, and included two (2) five (5) year extension options. LSF has provided timely notice to exercise its second and final five (5) year extension option for the period of May 20, 2024 through May 19, 2029. The Restated Leases require LSF to pay a pro rata share of the County's annual maintenance expenses. The annual rent for each Lease shall remain at \$1.00. The County has the right to terminate the Leases: 1) immediately if LSF's grant application is not approved or funded on or before June 30 for the upcoming budget period, which runs between October 1 to September 30 or 2) with a 180 days' notice prior to the end of the grant year. LSF may terminate the Leases with 90 days' notice prior to the end of a grant year. Property & Real Estate Management Division will continue to have administrative responsibility for this Agreement. (PREM) District 1 & 7 (HJF)

Background and Justification: On May 20, 2014, the Board approved Lease Agreements with LSF for the Jupiter (R2014-0708), Riviera Beach (2014-0707) and Westgate (R2014-0709) facilities each for a period of five (5) years ending on May 19, 2019, with two (2) five (5) year options to extend. These are shared facilities occupied by Community Services Department and LSF in Jupiter and Riviera Beach, and Parks and Recreation Department and LSF in Westgate.

Continued on page 3

Attachments:

- 1. Location Maps (3)
- 2. Extension Option Request
- 3. Disclosure of Beneficial Interest

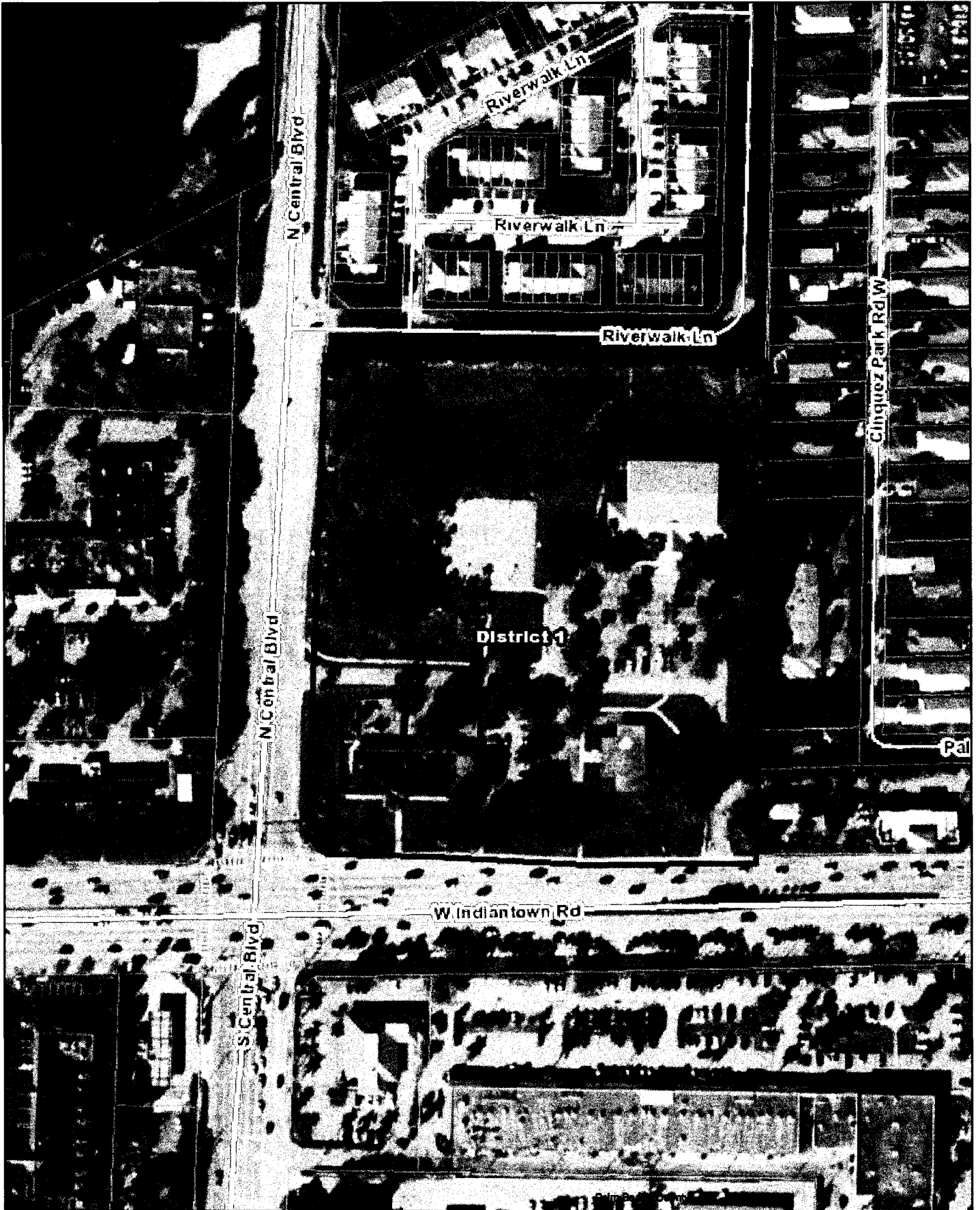
Recommended By: *Veronica C. Baker* Department Director 4/24/24 Date
Approved By: *Veronica C. Baker* County Administrator 4/24/24 Date

Background and Justification continued: On May 5, 2015, the Board approved the Restated Lease Agreements (R2015-0567) Jupiter, (R2015-0569) Riviera Beach and (R2015-0571) Westgate to address the need to equitably allocate expenses based on actual facility usage by the County and LSF. An annual service charge was established for LSF's payment of a pro rata share of the County's annual maintenance, repair and utility expenditures. The First Amendments were approved on May 7, 2019, approved LSF's first option to extend each Lease term for five (5) years from May 20, 2019 through May 19, 2024; updated the early termination, non-discrimination, insurance, notices and Inspector General provisions, and added public entity crimes, headings, condemnation and public records provisions to the Lease.

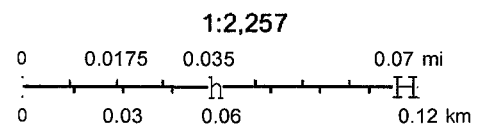
LSF is a Florida not-for-profit 501 (c)(3) corporation and has provided the Disclosure of Beneficial Interests attached hereto as Attachment No. 3.

LOCATION MAP

30-42-41-03-00-000-1100



February 23, 2024



ATTACHMENT #1

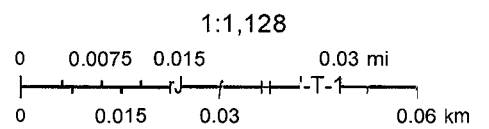
Page 1 of 3

LOCATION MAP

56-43-42-32-00-000-7070



February 23, 2024

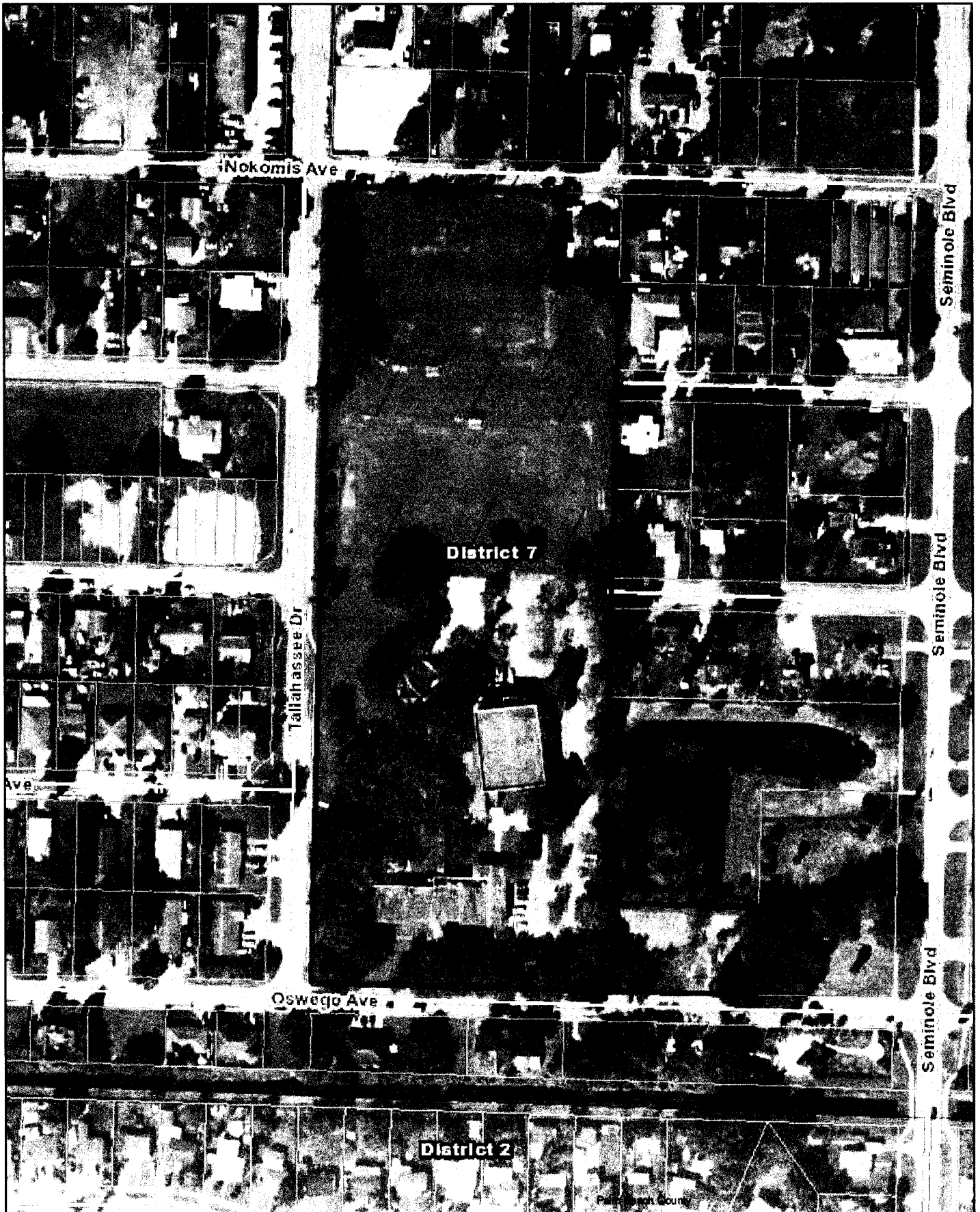


ATTACHMENT #1

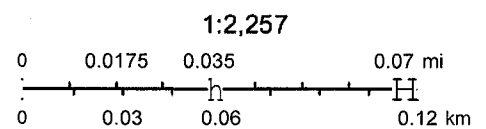
Page 2 of 3

LOCATION MAP

00-43-43-30-03-039-0010



February 23, 2024



ATTACHMENT #1

Page 3 of 3

ATTACHMENT #2
Extension Option Request (1 page)



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.

A handwritten signature in black ink, appearing to read 'R. Bialas', is written over a horizontal line.

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

Bob Bialas

EVP Children and HS Services

Lutheran Services Florida, Inc.

ATTACHMENT #3
Disclosure of Beneficial Interest (5 pages)

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

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

1. 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").


2. 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.

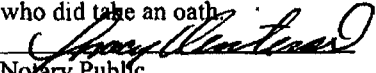
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. 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 AFFIANT SAYETH NAUGHT.~~


_____, Affiant
Print Affiant Name: Robert Bialas

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____
6th day of March, 2024, by Robert Bialas
[] who is personally known to me or [] who has produced FL Drivers License as identification and who did take an oath.



Notary Public



Tracey Quinteros

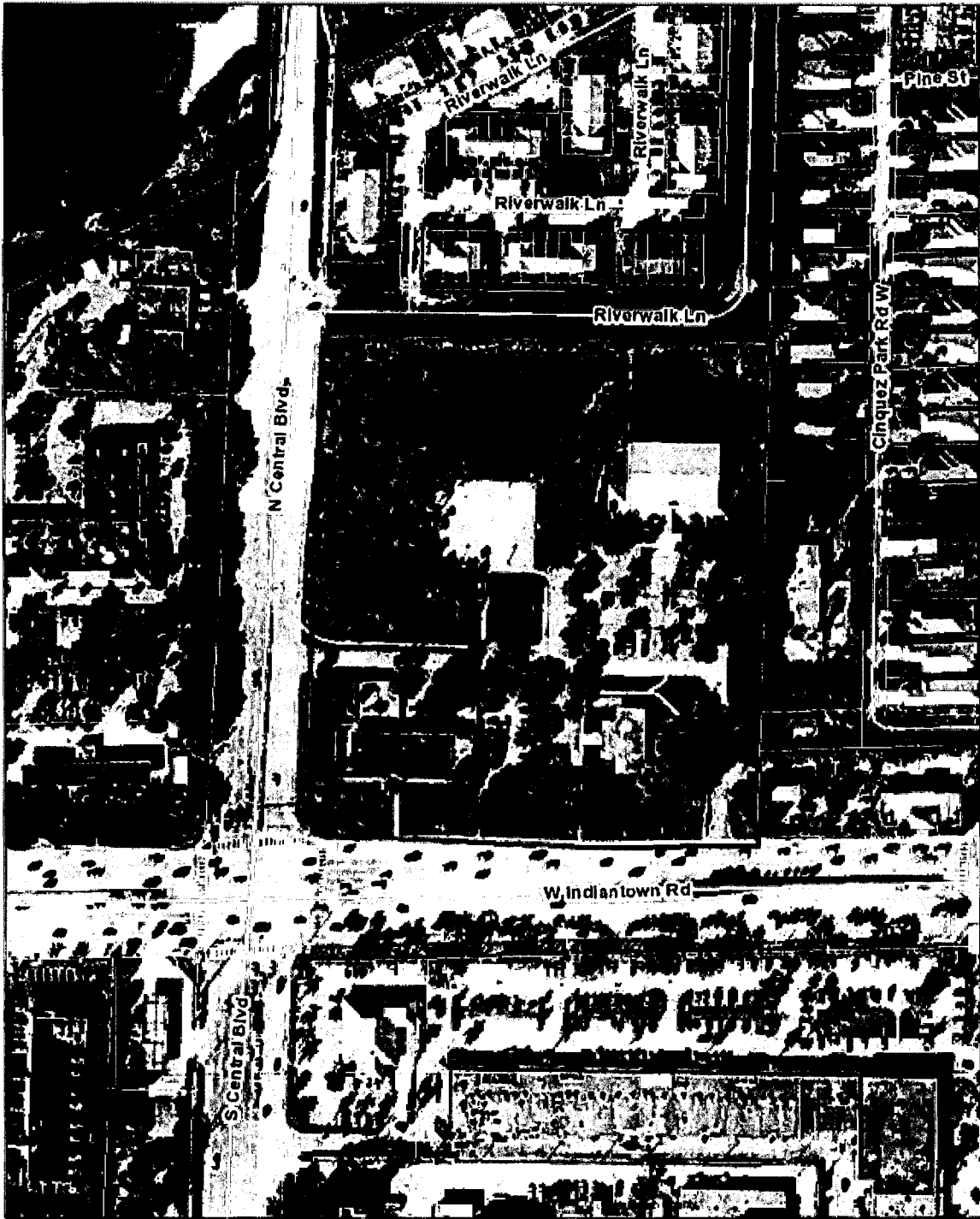
(Print Notary Name)

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

EXHIBIT "A"
PROPERTY

6451 Indiantown Road, Jupiter FL

30-42-41-03-00-000-1100



February 26, 2024

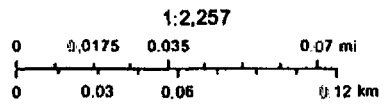


EXHIBIT "A"

PROPERTY

1440 Dr. Martin Lutheran King Jr. Blvd. Riviera Beach

56-43-42-32-00-000-7070



February 26, 2024

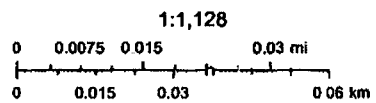


EXHIBIT "A"

PROPERTY

3691 Oswego Avenue, West Palm Beach

00-43-43-30-03-039-0010



February 26, 2024

1:2,257

