

Attachment #1

Location Map

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

1111 36th Street



Attachment #2

Parking Lease Agreement (with Exhibits)

PARKING LEASE AGREEMENT

between

MOUNT CALVARY MISSIONARY BAPTIST CHURCH

OF RIVIERA BEACH, INC.

(Landlord)

and

PALM BEACH COUNTY,

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT ("LEASE") made and entered into _____, 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" collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property in Palm Beach County, Florida, known as Mount Calvary Missionary Baptist Church located at 1111 36th Street, West Palm Beach, Florida 33407, which property is depicted on Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, County desires to lease from Landlord a portion of the Property consisting of seventy-five (75) parking spaces (the "Premises") as depicted in Exhibit "B" attached hereto and made a part hereof (the "Premises") that are accessible via the 36th Court entrance; and

WHEREAS, Landlord is willing to lease the Premises to County in accordance with the terms, obligations, and use set forth hereinafter;

NOW, THEREFORE, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of County to be observed and performed, Landlord demises and leases to County, and County rents from Landlord the Premises as hereinafter defined upon the following terms and conditions:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

In consideration of the rents, covenants, and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord demises and leases to County, and County rents from Landlord the Premises. Landlord, upon reasonable notice to the County, shall have the right to substitute, without reducing the amount of, parking spaces within the Premises and in close proximity thereto. Such right of substitution shall not be exercised unreasonably.

Section 1.02 Length of Term and Effective Date.

The term of this Lease shall commence upon the Effective Date as hereinafter defined, and shall extend for a period of one (1) year thereafter (the "Term"), unless sooner terminated pursuant

to the provisions of this Lease. 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.

Section 1.03 Termination.

Either party may terminate this Lease by providing thirty (30) 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. In any event, County shall be allowed not less than sixty (60) days to remove its property from the Premises.

**ARTICLE II
RENT**

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 day of each month. This Lease is intended to be a "gross" lease and County's obligations hereunder shall be limited to those specifically set forth herein.

Section 2.02 Payment.

All rent due hereunder shall be payable on or before the first (1st) day of each and every month of the Term of this Lease. If the Term hereof commences and/or expires on other than the first or last day of a calendar month, the Annual Rent payable for such month shall be prorated and paid on a per diem basis using a thirty (30) day month. County is a tax-exempt entity. No sales or use tax shall be included or charged with Annual Rent. Payment will be mailed to Landlord at the address set forth in Section 14.04 of this Lease.

**ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY**

Section 3.01 Use of Premises.

County shall be entitled to use and occupy the Premises solely and exclusively for vehicular parking. County shall be entitled to use the Premises for parking twenty-four (24) hours a day, seven (7) days a week. County shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever. County's obligations under this Lease are contingent upon such use of the Premises being in compliance with all applicable zoning laws, rules, and regulations affecting the Premises. County shall be fully responsible for monitoring and enforcement of County's parking operations. The use of the Premises by County shall not unreasonably interfere with Landlord's daily operations at the facility located at the Property.

Section 3.02 Conduct.

County shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. County shall ensure that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, county, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises, provided County shall not be required to make alterations, additions, or improvements to the Premises without prior written consent from Landlord.

Section 3.03 Hazardous Substances.

County and Landlord shall comply with all applicable Federal, State, and local laws, regulations, and ordinances protecting the environment and natural resources and regulating hazardous substances.

Section 3.04 Surrender of Premises.

Upon termination, expiration, or cancellation of this Lease, County, at its sole cost and expense, shall remove County's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to Landlord.

**ARTICLE IV
CONDITION OF LEASED PREMISES, ALTERATIONS**

Section 4.01 Acceptance of Premises.

County certifies that it has inspected the Premises and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Landlord shall not be obligated or required to perform any improvements whatsoever to the Property.

Section 4.02 Alterations.

County shall, at County's sole cost and expense, be entitled to install signage demarking the parking spaces. Prior approval of said signage by Landlord is required, which approval shall not be unreasonably withheld, conditioned or delayed. County shall also replace the line striping of parking spaces within the Premises, as needed, per applicable regulations. No other improvements, additions, or modifications or alterations to the Premises shall be permitted. County shall submit detailed plans and specifications for permitted alterations to Landlord for Landlord's written approval prior to commencing work on same. County agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of County, and not for the benefit of Landlord, such work being nevertheless subject to the terms and conditions of this Lease. All work done by County shall be done in a good and workmanlike manner and shall be diligently pursued to completion strictly in accordance with the approved plans and specifications

therefor. All signage installed by County shall be removed by County, at County's sole cost and expense, upon the termination or expiration of this Lease.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

Section 5.01 Responsibility of Landlord and County.

Except as otherwise set forth herein, Landlord shall conduct all routine maintenance or repairs to the Premises. County shall, at its sole cost and expense, be responsible for any damages caused by the County or its invitees to the Premises. Landlord shall provide County and other users with sixty (60) days' advanced notice of any work to be performed by or for Landlord which may be reasonably foreseen by Landlord to impact County's or other authorized users' use of the Premises. The notice required under this Section shall describe in detail the type of work to be performed. Landlord shall cooperate with County to devise a plan to permit such work and minimize the impact of such work on County's or other authorized users' use of the Premises. Landlord shall be responsible for all costs associated with preparation of and implementation of such plan. Notwithstanding the foregoing, in the event of an emergency, County and Landlord shall endeavor to provide as much advance notice as reasonably practical given the nature of the emergency or as a result of undertaking immediate work necessary to remedy such emergency, or shall provide notice as soon as possible thereafter. For purposes of this Section 5.01, an "emergency" shall be defined as the occurrence of an event which threatens immediate harm to persons, equipment, or property.

Section 5.02 Representatives.

County's representative/liaison during the term of this Lease shall be the Facilities Development and Operations Department's Property and Real Estate Management Division Director. Landlord's representative/liaison during the term of this Lease shall be Earl Harris, Superintendent of Landlord.

Section 5.03 Hazardous Substance Indemnification by Landlord.

Landlord hereby represents and warrants to County that, to the best of landlors knowledge without inquiry or inspection, there is not located in, on, upon, over, or under the Premises: (i) asbestos in any form; (ii) urea formaldehyde foam insulation; (iii) polychlorinated biphenyls; or (iv) any other chemical, material, or substance which is prohibited, limited, or regulated by federal, state, county, regional, or local authority. If said substance(s) exist, Landlord shall promptly remove said substance(s) at Landlord's sole cost and expense. County shall be fully responsible for any pollutants, odors, vapors, chemicals, and the like emitted by vehicles driven onto the Premises by County employees, contractors, and any of its affiliates.

ARTICLE VI INSURANCE

Section 6.01 Liability Insurance.

County shall, during the entire Term hereof, provide Landlord with a certificate evidencing self-insurance coverage for commercial general liability in the amount of Two Hundred Thousand Dollars (\$200,000) per person and Three Hundred Thousand Dollars (\$300,000) per incident or occurrence, and Workers' Compensation insurance covering all employees in accordance with Chapter 440, Florida Statutes. In the event the Legislature should change the County's exposure by Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

Section 6.02 Personal Property.

All of County's personal property placed or moved on the Premises shall be at the risk of the County or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents', or its employees' willful or negligent acts or omissions.

ARTICLE VII DAMAGE OR DESTRUCTION OF PREMISES AND/OR COUNTY'S ALTERATIONS

In the event the Premises shall be destroyed or so damaged by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, County shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event County elects to terminate this Lease as provided in this Section, the Annual Rent payable hereunder shall be prorated to the date of the casualty. In the event County does not exercise its right to terminate this Lease due to any such casualty, Landlord shall promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better. The rental due hereunder relating to the portion of the Premises render untenable shall be abated from the date of such casualty until completion of such restoration.

ARTICLE VIII ASSIGNMENT AND SUBLETTING

County may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet all or any portion of the Premises. Any sale, mortgage, pledge, or encumbrance of the Property by Landlord shall be subject to the terms of this Lease.

**ARTICLE IX
ACCESS**

County shall have the right to enter upon the Premises at all times twenty-four (24) hours a day, seven (7) days a week in order to gain vehicular and pedestrian access to the designated parking spaces on the Premises. County shall comply with any reasonable security procedures established by the Landlord to avoid unauthorized access to the Premises. County and Landlord shall each designate emergency contact personnel as listed in Section 5.02 of this Agreement to notify in case of an emergency requiring access to the Premises.

**ARTICLE X
DEFAULT**

Section 10.01 Default by County.

Except for a payment default, County shall be in default of this Lease if County shall fail to observe or perform any term, covenant, or condition of this Lease on County's part to be observed or performed, and County fails to remedy the same within thirty (30) days after notice from Landlord. In the event the default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, County shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that County diligently proceeds with the curing of the default. In the event that the default is not cured by County within the foregoing time period, Landlord, at Landlord's option, may either cure said default and County shall reimburse Landlord for all reasonable expenses incurred by Landlord in doing so, or Landlord may give to County a thirty (30) days' notice specifying that Landlord intends to terminate this Lease. Upon receipt of said notice and expiration of the thirty (30) day period, this Lease and all obligations of Landlord hereunder shall terminate and Landlord shall thereupon be relieved of all further obligations hereunder. In the event of a payment default, Landlord shall provide County written notice of such payment default and County shall have ten (10) business days following receipt of such notice within which to cure.

Section 10.02 Default by Landlord.

Landlord shall be in default of this Lease if Landlord shall fail to observe or perform any term, covenant, or condition of this Lease on Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from County. In the event the default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, Landlord shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Landlord diligently proceeds with the curing of the default. In the event that the default is not cured by Landlord within the foregoing time period, County, at County's option, may either cure said default and Landlord shall reimburse County for all reasonable expenses incurred by County in doing so, or County may give to Landlord a thirty (30) days' notice specifying that the County intends to terminate this Lease. Upon receipt of said notice and expiration of the thirty (30) day period, this Lease and all obligations of County

hereunder shall terminate and County shall thereupon be relieved of all further obligations hereunder.

**ARTICLE XI
ANNUAL BUDGETARY FUNDING**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County. Notwithstanding anything in this Lease to the contrary, both Parties shall have the right to terminate this Lease for any reason upon thirty (30) days prior written notice to the other Party, whereupon the parties shall be relieved of all further obligation hereunder.

**ARTICLE XII
QUIET ENJOYMENT**

Upon the observance and performance of all the covenants, terms, and conditions on County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised and any extensions thereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIII
CONDEMNATION**

If all or part of the Premises shall be taken, condemned, or conveyed pursuant to an agreement in lieu of condemnation for public or quasi-public use, the entire compensation or award therefor, including any severance damages, shall be apportioned between Landlord and County in proportion to the value of their respective interests and the rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Premises. County shall also be entitled to receive compensation for the value of any Alterations or other improvements made by County to the Premises and moving expenses. In addition, County may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event County elects to terminate this Lease as provided in this Article, the Annual Rent payable hereunder shall be prorated to the date of termination. County will be allowed not less than sixty (60) days' notice to remove its property from the Premises.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01 Waiver; Accord and Satisfaction.

The waiver by Landlord of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by Landlord to or of any act by County requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by County.

Section 14.02 Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Landlord certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

Section 14.03 Entire Agreement.

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.

Section 14.04 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, faxed, or emailed, or alternatively shall be sent by United States Certified Mail, 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, fax, or email if transmitted before 5:00 PM EST on a business day and on the next business day if transmitted after 5:00 PM EST 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 Landlord at:

Mount Calvary Missionary Baptist Church of Riviera Beach, Inc.
Attention: Chairman of Board of Trustees
1111 36th Street
West Palm Beach, FL 33401
Telephone: 561-848-8812

(b) If to County at:

Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0221

with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: 561-355-2225

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

Section 14.05 Disclosure of Beneficial Interests

Landlord represents that simultaneously with Landlord's execution of this Lease, Landlord has executed and delivered to County, the Landlord's Disclosure of Beneficial Interests attached hereto and incorporated herein as Exhibit "C" (the "Disclosure") disclosing the name and address of every person or entity having a five percent (5%) or greater beneficial interest in the ownership of the Property as required by Section 286.23, Florida Statutes, unless Landlord is exempt under the statute. Landlord warrants that in the event there are any changes to the names and addresses of the persons or entities having a five percent (5%) or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure until the Effective Date of the Lease, Landlord shall immediately, and in every instance, provide written notification of such change to County pursuant to Section 15.04 of this Lease.

Section 14.06 Brokers' Commission.

Each of the parties represents and warrants to the other that they have not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease.

Section 14.07 Severability.

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14.08 Captions.

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

Section 14.09 Recording.

County shall be entitled to record this Lease or a Memorandum of Lease in the public records of Palm Beach County for the purpose of providing public notice of County's interest in the Premises.

Section 14.10 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

Section 14.11 Governing Law and Venue.

This Lease shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Lease will be held in a State court of competent jurisdiction located in Palm Beach County, Florida.

Section 14.12 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.13 Benefit and Binding Effect.

This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

Section 14.14 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.

Additional information regarding radon and radon testing may be obtained from County's public health unit.

Section 14.15 Non-Exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.16 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, the 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, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Lease.

Section 14.17 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 14.18 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 14.19 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 Landlord.

Section 14.20 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's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit,

investigate, monitor, and inspect the activities of the Tenant, its officers, agents, employees, and lobbyists in order to ensure compliance with lease requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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 14.21 Independent Contractor Relationship

Landlord is, and shall be, in the performance of all work services and activities under this Lease, if such performance shall be required in fulfillment of the obligations of this Lease, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Lease shall at all times, and in all places, be subject to Landlord's sole direction, supervision, and control. Landlord shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Landlord's relationship and the relationship of its employees to County shall be that of an Independent Contractor and not as employees or agents of the County. Landlord does not have the power or authority to bind County in any promise, agreement, or representation.

Section 14.22 Interactions with County Staff.

In all interactions with County staff, Landlord and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Lease and may result in termination of this Lease.

Section 14.23 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become enforceable only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

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IN WITNESS WHEREOF, Landlord and County have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

WITNESS:

Earl Harris
Witness Signature

Earl Harris
Print Witness Name

LANDLORD:

By: Carolyn Williams-Smith

Print Name: Carolyn Williams-Smith

Print Title: Board Chair

SIGNATURE PAGE to PARKING LEASE AGREEMENT between PALM BEACH COUNTY and MOUNT CALVARY MISSIONARY BAPTIST CHURCH OF RIVIERA BEACH, INC.

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

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

By: _____

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
Assistant County Attorney

By:  _____
Department Director

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Mount Calvary Missionary Baptist Church
(Consultant) and attest that Consultant 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.

Carolyn Williams
(signature of officer or representative)

Carolyn Williams-Smith Board Chair
(printed name and title of officer or representative)

State of Florida, County of Palm Beach


Sworn to and subscribed before me by means of physical presence or online notarization this,
10th day of September 2024, by Carolyn Williams-Smith

Personally known OR produced identification .

Type of identification produced _____

Latosha Lowe-Goode
NOTARY PUBLIC

My Commission Expires: May 28, 2028
State of Florida at large

 NOTARY PUBLIC
STATE OF FLORIDA
LATOSHA LOWE-GOODE
Commission # HH 504527
Expires May 28, 2028

(Notary Seal)

SCHEDULE OF EXHIBITS

EXHIBIT "A" - PROPERTY

EXHIBIT "B" - PREMISES

EXHIBIT "C" - LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS

EXHIBIT "A"
PROPERTY

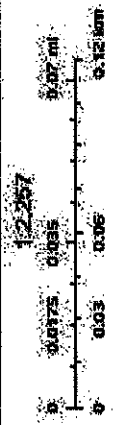
74-43-43-05-01-026-0010



APR 11 2024



EXHIBIT "B"
PREMISES



April 29, 2004

EXHIBIT "C"
LANDLORD'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, Carolyn Williams-Smith ("Affiant") who, after being first duly sworn by me, under oath deposes and states as follows:

1. Affiant is the President/Chairman of the Board of Trustees of Mount Calvary Missionary Baptist Church of Riviera Beach, Inc., (the "Landlord") which entity is the owner of the real property depicted on the attached Exhibit "1" (the "Premises").
2. Affiant's address is: 1111 36th Street, West Palm Beach, FL 33407.
3. Attached hereto, and made a part hereof, as Exhibit "2" 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 Landlord and the percentage interest of each such person or entity.
4. Affiant acknowledges that this Affidavit is given to comply with Section 286.23, Florida Statutes, and will be relied upon by Palm Beach County in its lease of the Premises, as noted in Exhibit "1".
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.

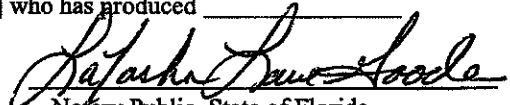

_____, Affiant
Print Affiant Name: Carolyn Williams-Smith

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization this 7th day of August, 20 24, by Carolyn Williams-Smith, who is personally known to me or who has produced _____ as identification.

(Notary Stamp)



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



Notary Public, State of Florida
Latosha Lowe-Goode
(Print Notary Name)
Commission Number: HH 504527
My Commission Expires: May 28, 2028

**EXHIBIT "1" to Landlord Disclosure
of Beneficial Interests**



April 28, 2024



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 08/13/2024 REQUESTED BY: Tiffany Sanchez PHONE: (561) 233-0329
Assistant Director – PREM EMAIL: tsanchez@pbc.gov

PROJECT TITLE: Parking Lease Agreement – Mount Calvary Missionary Baptist Church Riviera Beach, Inc.
IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

REQUESTED AMOUNT: \$ **36,000.00**

BCC RESOLUTION NO.:
DATE:

eFDO#.

CSA or CHANGE ORDER NUMBER:

LOCATION: 1111 36th Street, West Palm Beach, FL 33407

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

The lease of seventy-five (75) parking spaces at Mount Calvary Baptist Church for use by Palm Tran employees/staff for an initial term of one (1) year, with automatic renewals on a month-to-month basis thereafter as needed. The annual rental amount for the term is \$36,000.00, or \$3,000.00 per month. MOUNT CALVARY MISSIONARY BAPTIST CHURCH OF RIVIERA BEACH, INC., SEVENTY-FIVE (75) PARKING SPACES FOR ANNUAL RENTAL AMOUNT OF \$36,000.00. PCN #: 74-43-43-05-01-026-0010.

PROJECT/W.O. NUMBER:

CONSULTANT/CONTRACTOR:

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
OTHER/LEASE	\$ 36,000.00
CONTINGENCY	\$
TOTAL	\$ 36,000.00

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: **1340** DEPT: **540** UNIT: **5190** OBJ: **4401**

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- Ad Valorem (Amount \$ 36,000.00) Infrastructure Sales Tax (Amount \$ _____)
- State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)
- Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
- Other (source/type: _____ Amount \$ _____)

Department: Palm Tran

BAS APPROVED BY: Bourdauville DATE 8/21/24

ENCUMBRANCE NUMBER: _____

PALM TRAN PURCHASE REQUISITION

P.R. # 10399

Please use ballpoint pen & press to read all copies

Division Support Services Requester (print) Thomas Galassi Date 8/14/24

New Solicitation
 Rush
 Exempt
 Emergency
 Confirming Order

Qty <i>(How many?)</i>	Unit <i>(Each, dozen, case, etc.)</i>	SKU# or Item#	Description: <i>(Specifications, size, weight, color, model, etc.)</i> Attach copy of specs or descriptive literature.	Estimated Cost Per Unit	Estimated Cost Total	Final Cost <i>(Procurement Use)</i>
1	EA		Parking Lease Agreement – Mount Calvary Missionary Baptist Church	\$36,000.00	\$36,000.00	
	EA		1111 36th Street, West Palm Beach, FL 33407		\$0.00	
	EA				\$0.00	
TOTAL					\$36,000.00	

Description or Special Instructions: The lease of seventy-five (75) parking spaces at Mount Calvary Baptist Church for use by Palm Tran employees/staff for an initial term of one (1) year, with automatic renewals on a month-to-month basis thereafter as needed. The annual rental amount for the term is \$36,000.00, or \$3,000.00 per month. <i>begin FY25</i>	Need By Date: <h2 style="text-align: center; margin: 0;">8/20/24</h2>
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Delivery Location: Palm Tran North County Contact Person: Thomas Galassi Phone #: 561-253-4507

Suggested Vendor(s): Parking Lease Agreement – Mount Calvary Missionary Baptist Church

Budget Account: 1340-540-5190-4401 Available Object: 5200 Appropriation: 6,000

Executive Director (\$50,000 or more) _____ Attach executive summary memo <i>Print</i> Signature _____ Date _____	IT Manager (Technology) _____ <i>Print</i> Signature _____ Date _____
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Section Mgr <u>Thomas Galassi</u> Signature <i>Print</i> Date <u>8/14/24</u>	Division Director <u>DeBorah Posey-Blocker</u> Signature <i>Print</i> Date <u>8/16/24</u>	Fiscal Mgr <u>Barbara Hiller</u> Signature <i>Print</i> Date <u>8/19/24</u>
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ADMINISTRATIVE SERVICES	MASTER AGREEMENT #	VENDOR CODE
DPO# / CPO# / SPO#	CRQS# / CRQM#	PROCUREMENT REP: <i>Print and Sign</i>
DO# / KDO#	RECEIVED IN FINANCE	PROCUREMENT MANAGER: <i>Print and Sign</i>



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Not For Profit Corporation

MOUNT CALVARY MISSIONARY BAPTIST CHURCH OF RIVIERA BEACH, INC.

Filing Information

Document Number 700432
 FE/ EIN Number 59-2666665
 Date Filed 02/12/1960
 State FL
 Status ACTIVE
 Last Event REINSTATEMENT
 Event Date Filed 10/06/2019

Principal Address

1111 36TH STREET
 WEST PALM BEACH, FL 33407

Changed: 07/29/1999

Mailing Address

1111 36TH STREET
 WEST PALM BEACH, FL 33407

Changed: 07/29/1999

Registered Agent Name & Address

HARRIS, ARLET
 306 SUPERIOR PLACE
 WEST PALM BEACH, FL 33409

Name Changed: 12/07/2016

Address Changed: 12/07/2016

Officer/Director Detail

Name & Address

Title P

WILLIAMS-SMITH, CAROLYN
 4108 HEATH CIRCLE NORTH
 WEST PALM BEACH, FL 33407

Title Secretary

HARRIS, EARL
 306 SUPERIOR PLACE
 WEST PALM BEACH, FL 33409

Title VP

MOSLEY, TONJA
 4255 SIENA CIRCLE
 WELLINGTON, FL 33414

Title Treasurer

STALLWORTH, FRANK
 12667 75TH LANE NORTH
 WEST PALM BEACH, FL 33412

Annual Reports

Report Year	Filed Date
2022	09/02/2022
2023	07/27/2023
2024	05/06/2024

2024 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 700432

Entity Name: MOUNT CALVARY MISSIONARY BAPTIST CHURCH OF RIVIERA BEACH, INC.

FILED
May 06, 2024
Secretary of State
5410808778CC

Current Principal Place of Business:

1111 36TH STREET
WEST PALM BEACH, FL 33407

Current Mailing Address:

111136TH STREET
WEST PALM BEACH, FL 33407 US

FEI Number: 59-2666665

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HARRIS, ARLET
306 SUPERIOR PLACE
WEST PALM BEACH, FL 33409 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ARLET HARRIS

05/06/2024

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name WILLIAMS-SMITH, CAROLYN
Address 4108 HEATH CIRCLE NORTH
City-State-Zip: WEST PALM BEACH FL 33407

Title SECRETARY
Name HARRIS, EARL
Address 306 SUPERIOR PLACE
City-State-Zip: WEST PALM BEACH FL 33409

Title VP
Name MOSLEY, TONJA
Address 4255 SIENA CIRCLE
City-State-Zip: WELLINGTON FL 33414

Title TREASURER
Name STALLWORTH, FRANK
Address 12667 75TH LANE NORTH
City-State-Zip: WEST PALM BEACH FL 33412

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CAROLYN WILLIAMS-SMITH

BOARD CHAIR

05/06/2024

Electronic Signature of Signing Officer/Director Detail

Date