

**FIFTH AMENDMENT TO LEASE AGREEMENT
WITH LUTHERAN SERVICES FLORIDA, INC.**

THIS FIFTH AMENDMENT (“Amendment”) to the **LEASE AGREEMENT** is made as of the ____ day of _____, 2024, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation, (“City”), and **Lutheran Services Florida, Inc.**, a Florida not for profit corporation (“Tenant”).

RECITALS

WHEREAS, on November 5, 2019, the City and the Tenant entered into a Lease Agreement for the use of City-owned property located at 1699 Wingfield Street, Lake Worth Beach (the “Premises”) (the “Lease”); and

WHEREAS, the Lease had a term beginning on November 5, 2019 and expiring on November 5, 2020; and

WHEREAS, the parties entered into multiple amendments to the Lease Agreement to continue to extend the Lease, the last of which (Fourth Amendment) extended the Lease through November 5, 2023; and

WHEREAS, upon the request of the Tenant, the City issued a letter to the Tenant, dated October 17, 2023, offering to extend the Lease through August 30, 2024, with the understanding that a new lease would be negotiated prior to that date (“Lease Extension Letter”) (attached hereto as **Exhibit A** and incorporated herein); and

WHEREAS, the City and the Tenant wish to document the extension set forth in the Lease Extension Letter in this Fifth Amendment to the Lease Agreement; and

WHEREAS, the City finds amending the Lease is in the best interest of the City and serves a valid public purpose.

NOW, THEREFORE, and in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the City and the Tenant agree to amend the Lease as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Term.** Section 1.04 (Term) of the Lease is hereby deleted and replaced with the following:

The term and all rights and obligations of the parties to this Lease shall commence on the Effective Date of the Lease, November 5, 2019, and shall expire on August 30, 2024. The parties anticipate the negotiation and entering into of a new lease prior to August 30, 2024. If the Tenant wishes to continue good faith negotiations beyond the expiration date, it shall deliver a written request to the City Manager prior to June 30, 2024; otherwise, the Lease will expire on August 30, 2024. A timely request for an extension will be presented to the City Commission, and the City Commission may grant or deny such extension in its sole discretion.

3. **Entire Contract.** The CITY and the TENANT agree that the Lease, as previously amended, and this Amendment set forth the entire agreement between the parties, and that there are no promises or

understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Lease remain in full force and effect.

4. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument. Either or both parties may sign this Amendment electronically or by facsimile or email and such signature is as valid as the original signature of such party.

IN WITNESS WHEREOF the parties hereto have made and executed this Fifth Amendment to the Lease Agreement with Lutheran Services Florida, Inc. on the day and year first above written.

CITY OF LAKE WORTH BEACH

Witness

By: _____
Betty Resch, Mayor

Print/Type Witness Name

ATTEST:

Witness

By: _____
Melissa Ann Coyne, MMC, City Clerk

Print/Type Witness Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo,
Financial Services Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this _____ day of _____, 2024, by Betty Resch, as Mayor of the City of Lake Worth Beach, Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Name

TENANT: LUTHERAN SERVICES FLORIDA, INC.

Witness

By: _____

Print/Type Witness Name

Print Name

Witness

Print Title

Print/Type Witness Name

STATE OF FLORIDA)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or
• online notarization on this ____ day of _____, 2024, by _____, as the
_____ [title] of **Lutheran Services Florida, Inc.**, a Florida not-for-profit
corporation authorized to do business in Florida, who is personally known to me or who has
produced _____ as identification, and who did take an
oath that he or she is duly authorized to execute the foregoing instrument and bind the Tenant to the same.

Notary Public Signature

Notary Seal: