

LEASE AGREEMENT

between

CITY OF PAHOKEE

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(City)

and

LUTHERAN SERVICES FLORIDA, INC., a not-for-profit corporation

(Tenant)

PAHOKEE HEAD START

## LEASE AGREEMENT

**THIS LEASE** made and entered into \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between  
CITY OF PAHOKEE, a political subdivision of the State of Florida hereinafter referred to as  
"City" and **LUTHERAN SERVICES FLORIDA, INC.**, a not-for-profit corporation; hereinafter  
referred to as "Tenant".

### WITNESSETH:

**WHEREAS**, City is the owner of certain real property in the City of Pahokee, with an address of 380 E. Dr. Martin Luther King Jr. Boulevard, Pahokee, Florida, which is improved with a building and various other improvements located thereon, and which is depicted and described on Exhibit "A", attached hereto (the "Premises"); and

**WHEREAS**, Tenant is a not-for-profit entity doing business in the State of Florida providing Head Start program services; and

**WHEREAS**, Tenant has applied for grant funding from the Office of Head Start to be the local administrator of the Head Start program for Palm Beach County; and

**WHEREAS**, City is willing to lease the Premises to Tenant for the continued operation of the Head Start program as set forth hereinafter.

**NOW THEREFORE**, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### **ARTICLE I RECITALS**

The foregoing recitals are true and correct and are incorporated herein and made a part hereof by this reference.

## **ARTICLE II DEFINITIONS**

**"American with Disabilities Act"** ("ADA") shall mean the Americans With Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990).

**"Approved R/R Project"** shall mean an R/R Project that is included as part of the approved R/R Project Schedule.

**"Commission"** shall mean the City Commission of the City of Pahokee.

**"Capital Improvement(s)"** shall mean the provision of all labor and materials related to any improvement or betterment to any part of the Facility which has a useful life of more than one (1) year.

**"Capital Repair(s)"** shall mean the provision of labor and materials related to improvements or betterments at any part of the Premises that is necessary to sustain the Premises in an operating condition consistent with applicable standards and/or manufacturers' recommendation and that adds value to the Facility and/or Premises.

**"Documentation"** shall mean all writings, reports, notices, filings or forms, whether electronic or written, submitted to the Office of Head Start that pertain to an alleged accident, fall, injury or incident at the Premises requiring either a police response or for which medical care was sought.

**"Effective Date"** shall have the meaning as described in Section 20.18 of this Lease.

**"Emergency Capital Repairs"** shall mean a Capital Repair that City determines is required to be made on an expedited basis; 1) to prevent further damage or destruction to the Premises, or 2) to remedy an unsafe condition. or 3) in response to a need when the delay incident to complying with all the governing rules, regulations or procedures would be detrimental to the interests, health, safety or welfare of the City.

**"Facility"** shall mean the physical building and structural components of the Premises including the parking lots and any fixed personal property or improvements.

**"Grant"** shall mean a Grant awarded by the Office of Head Start for the Tenant's Head Start Zero to Five Grant Application for Head Start programming in Palm Beach County and which designates Tenant as principal grantee.

**"Grant Application"** shall mean the Tenant's Head Start Zero to Five Grant Application submitted to the Office of Head Start, and which proposes that Tenant serve as the principal grantee for Head Start programming in Palm Beach County, Florida, for an

initial five-year project period, and includes any additional grant applications submitted by Tenant thereafter for Head Start programming in Palm Beach County.

**"Grant Year"** shall mean the one-year period of time that Head Start grantees are funded for Head Start program operations pursuant to a Notice of Award from the Office of Head Start.

**"Head Start"** shall mean Head Start and Early Head Start programs that promote the school readiness of children ages birth to five from low-income families and that serve infants, toddlers, pregnant women and their families who have incomes below the federal poverty level.

**"Maintenance"** shall mean any work (preventative, routine or repair/corrective) necessary to sustain the Premises in an operating condition consistent with applicable standards and manufacturers' recommendations and does not add value to the Facility and/or Site.

**"Notice of Grant Award" or "Notice of Award"** shall mean the Notice of Grant Award form that is delivered to Grant applicants by the Office of Head Start when a Grant Application is approved and which includes the approved project and budget periods and the amount of federal funds authorized pursuant to the Grant Application.

**"Occupancy Date"** shall mean the date that Tenant is permitted to physically occupy the Premises pursuant to the terms of this Lease.

**"Office of Head Start"** shall mean the Office of Head Start, an Office of the Administration for Children & Families, Department of Health and Human Services.

**"Premises"** shall mean the real property and the Facility thereon as described and depicted on the attached Exhibit "A".

**"Repair"** shall mean a form of maintenance which may or may not involve the replacement of parts, components or materials.

**"R/R Project"** shall mean a planned Capital Repair.

**"R/R Project Schedule"** shall mean the schedule of R/R Projects for the Premises which identifies each R/R Project which shall be funded by the Tenant for each budget year and the approved funding for each R/R Project as required to implement the R/R Projects for the Premises.

**ARTICLE III  
BASIC LEASE PROVISIONS**

**Section 3.01 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 city demises and leases to the Tenant, and Tenant rents from City, the Premises.

**Section 3.02 Length of Term and Effective Date.**

The term of this Lease shall commence upon the Effective Date and shall extend for a period of five (5) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease or where the grant award ceases.

**Section 3.03 Notice of Grant Award.**

Tenant shall provide City with a copy of the Notice of Grant Award, within three (3) business days of Tenant's receipt of the same each year of the Agreement. If applicable, Tenant shall provide City with a copy of the notice that advises Tenant of the non-approval of the Grant Application within three (3) business days of Tenant's receipt of the same. Additionally, and throughout the Term of this Lease, Tenant shall provide City with a copy of all; (1) Notices of Grant Award; (2) designation renewal notices; (3) notices relating to the Grant project budget; and (4) notices of Grant deficiencies, including, without limitation, notices of deficiency, suspension, or termination of a Grant, within three (3) business days following Tenant's receipt of same.

**ARTICLE IV  
RENT**

**Section 4.01 Rent.**

Tenant shall pay City net Rent of (\$ )

Dollars per month on the first day of each month for the First Year. Thereafter the monthly rent shall increase by the same percentage as Tenant's Grant for the Head Start program increases due to cost-of-living adjustments or similar increases for Years 2, 3, 4 and 5. Rent shall be made payable to the City of Pahokee and shall be delivered to the City Finance Department, 207 Begonia Drive, Pahokee, Florida 33476. This Lease shall be what is commonly referred to as "triple net" to City, it being understood by the parties that City shall receive the rent payable hereunder free and clear of any and all impositions, taxes, liens, charges, and expense of any nature whatsoever relating to ownership or operation of the Premises, including without limitation those relating to taxes, if any, insurance, Repair, Maintenance, use, care, or operation.

**Section 4.02 Additional Rent.**

Any and all sums of money or charges required to be paid by Tenant under this Lease other than the Annual Rent shall be considered "Additional Rent", whether or not the same is specifically so designated and City shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to City with regards to Annual Rent.

**Section 4.03 Sales, Use and Rent, Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes.**

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against City. Notwithstanding the foregoing, Landlord hereby acknowledges receipt of a copy of Lessee's Form DR-14, Consumer's Certificate of Exemption, pursuant to which Tenant is exempt from the payment of Florida sales and use tax on, inter alia, real property rented. As long as such certificate, or any renewal thereof (provided that a copy of such renewal is delivered to Landlord) is in effect, Tenant shall not be required to pay sales tax on the Rent. Except to the extent that Tenant and the purposes for which it is occupying the Premises are exempt pursuant to Section 196.192, Florida Statutes or any other provision of Florida law, Tenant shall pay before delinquency all ad valorem and non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises, Tenant's leasehold interest in the Premises, Tenant's Alterations or personal property located on the Premises.

**Section 4.04 Unpaid Fees, Holdover.**

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1 ½%) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by City. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, City shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to City pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to City for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to City during the entire period of such holdover, double the actual fair market rental value of the Premises.

**Section 4.05 Accord and Satisfaction.**

In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and

satisfaction. The City may accept any check or payment without prejudice to City's right to recover the balance due or to pursue any other remedy available to City pursuant to this Lease or under the law.

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

**Section 5.01 Acceptance of Premises by Tenant.**

Tenant certifies that Tenant has inspected the Premises and accepts the 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. Tenant further acknowledges that the City has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements or equipment located thereon, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises. No Repair work, alterations or remodeling of the Premises is required to be done by the City as a condition of this Lease.

**Section 5.02 Alterations**

Tenant shall not make any improvements, additions, modifications or alterations to the Premises (hereinafter collectively referred to as "Alterations") other than performing Maintenance or Repair responsibilities as set forth in Article VII of this Lease, without the prior written consent of City in each instance, which may be withheld, granted, or granted subject to conditions as determined by City in its discretion. Tenant shall submit detailed plans and specifications for all such Alterations to City for City's written approval prior to commencing work on same. Tenant 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 Tenant, and not for the benefit of City, such work being nevertheless subject to each and every provision of this Lease.

All work done by Tenant shall be done by a licensed and insured contractor in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans, specifications, and permits (if applicable). Tenant shall also require contractors to furnish satisfactory evidence of statutory Workers' Compensation & Employers Liability insurance, comprehensive General Liability insurance, comprehensive Business Automobile Liability insurance, and physical damage insurance on a Builder's Risk form with the interest of City endorsed thereon, in such amounts and in such manner as City may reasonably require. City may require additional insurance, and/or a performance bond, in such amount as City reasonably determines to be necessary, as a condition of its consent to any Alterations.

Upon giving its approval for any work or Alterations, City may specify whether the Alteration is to be removed by Tenant, at Tenant's sole cost and expense, upon the termination or expiration of this Lease.

**Section 5.03 No Liens**

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by City to liability under the Construction Lien Law of the State of Florida, it being expressly understood that City's shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any Alterations made by Tenant of this provision of this Lease. If so requested by City, Tenant shall file a notice satisfactory to City in the Public Records of Palm Beach City, Florida stating that City's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises or other City property in connection with any work performed by or on behalf of Tenant. Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said 10 day period. City may do so and thereafter charge Tenant, and Tenant shall promptly pay to City upon demand, as Additional Rent, all costs incurred by City in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save City harmless from and against any damage or loss incurred by City as a result of any such construction lien.

**ARTICLE VI  
USE OF PREMISES**

**Section 6.01 Occupancy of Premises.**

Tenant's occupancy of the Premises is expressly contingent upon City's receipt of a Notice of Grant Award that is consistent with the Grant Application with a project budget period beginning on or before July 1, 2025 and which designates Tenant as principal grantee for Palm Beach County. Tenant shall not be permitted to occupy the Premises until such time as;  
(1) Tenant has provided City with a copy of a Notice of Grant Award in compliance with the requirements set forth in this section, and (2) the City Manager of City has provided Tenant with written approval to occupy.

**Section 6.02 Use of Premises.**

Tenant shall use and occupy the Premises solely and exclusively for the operation of a Head Start program in accordance with the regulations and requirements of the Office of Head Start and the terms and conditions of this Lease. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of City, whose consent may be granted or withheld in City's sole discretion.

**Section 6.03 Waste or Nuisance.**

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect City's fee interest in the



Premises or which results in an unsightly condition. Tenant shall be solely responsible for the handling and disposal of Hazardous Materials (as defined in Section 6.07), including obtaining appropriate disposal containers. Tenant will keep refuse in proper fireproof containers on the interior of the Premises until removed to the dumpster(s). Tenant will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

**Section 6.04 Governmental Regulations.**

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all City, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or Tenant's use of the Premises, or the Premises generally. Tenant shall indemnify, defend and save City harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

**Section 6.05 Non-Discrimination.**

Tenant shall assure and certify that it will comply with the Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-1 3, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information with respect to any activity occurring on the Premises or conducted pursuant to this Lease.

**Section 6.06 Surrender of Premises.**

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, if so, directed by City, shall remove Tenant's personal property, removable fixtures, and equipment from the Premises and shall surrender the Premises to the City in the same condition the Premises were in as of the Effective Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or personal property within the Premises shall vest in City.

**Section 6.07 Hazardous Materials.**

Tenant has inspected the Premises and to the best of both parties' knowledge there is not currently located in, on, upon, over, or under the Premises any Hazardous Materials. However, if any pre-existing contamination exists or is discovered during the term of this Lease, City shall promptly remove said substance(s) in accordance with Environmental Laws at City's sole cost and expense ("Environmental Remediation"). Tenant may temporarily discontinue program operations, or work in good faith with City to identify a temporary location for said program during a period of remediation.

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or any adjacent land in violation of Environmental Laws. Furthermore, Tenant shall not cause or permit the Release of Hazardous Materials upon the Premises or upon adjacent lands in violation of Environmental Laws and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Release shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, in violation of Environmental Laws, whether by Tenant or any third party, shall be reported to City immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of the Environmental Remediation as a result of any Release of Hazardous Materials in violation of Environmental Laws disposed upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless City from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by City, including reasonable attorney's fees and costs at trial and on appeal, which may arise directly, indirectly or proximately as a result of any violation or the Release of any Hazardous Materials upon the Premises or violation of Environmental Laws. Tenant's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to eliminate or diminish any statutory or common law liability of Tenant.

In the event of any Release of Hazardous Materials upon the Premises in violation of Environmental Laws and such Release did not occur prior to the Commencement Date

and is not the result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees, but is caused by a third-party or source unconnected to the Lease, then the Environmental Remediation shall, be deemed to be, and treated in all respects, as an Emergency Capital Repair pursuant to the provisions of Section 9.06 of this Lease.

Tenant acknowledges the City would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive the expiration or termination of this Lease.

## **ARTICLE VII MAINTENANCE AND OPERATING REPAIR BY TENANT**

### **Section 7.01 Maintenance and Repair Responsibilities of Tenant.**

Except as otherwise expressly provided herein, Tenant shall be solely responsible for all costs of, and the performance of, the Maintenance and Repair and operation of the Premises, as required to keep the Premises in good condition at all times, on a year-round basis. The Maintenance and Repair responsibilities of Tenant include, but are not limited to, the enumerated responsibilities contained in this Article VII. Any Maintenance and/or Repair that requires a modification to the walls or ceilings and/or removes, replaces, or alters any infrastructure, cabling or structure within the wall or ceiling is subject to the prior written consent of City in each instance, which may be withheld, granted, or granted subject to conditions as determined by City in its discretion.

Maintenance and Repair responsibilities of Tenant include the primary base building/ systems, including, components of foundation and substructure, structural systems, exterior wall systems, roof systems, exterior vandalism, electrical system, energy control system, base building HVAC, CCTV system, fixed fire suppression infrastructure, backflow prevention, water and sewer systems, site work and infrastructure and grounds maintenance and irrigation for the Premises.

Maintenance and Repair responsibilities of Tenant also include all secondary building systems and the interior portions of the Premises including, but not limited to, ceiling systems, floor covering, interior wall and partitions, signage, building safety and regulatory systems, and all alterations or improvements currently existing or constructed hereinafter on or about the Premises. Tenant shall be solely responsible for the Maintenance and Repair and upkeep of the security, access control (card reader and keys) and intrusion alarm monitoring systems and connected equipment, non-fixed fire suppression system, painting, lighting fixtures, and interior plumbing Repairs.

Maintenance and Repair responsibilities of Tenant include all Repair and Maintenance of personal property and equipment, including Repair and Maintenance necessary to maintain

code or regulatory compliance for all equipment and personal property at the Premises. Tenant shall be solely responsible for all Repair or Maintenance issues identified during program licensing or renewal or as a result of any regulatory inspections, audits or reviews. Tenant shall be responsible for funding and performing all routine custodial maintenance or service, pest control services, exterior pressure cleaning and window washing, upkeep of furniture, Repair or Maintenance to equipment including kitchen equipment, telephone services and systems, audio/video systems, closed circuit television systems and equipment, computer communications networks and all those Repairs or Maintenance requirements that are common to the operation of any Head Start program including, but not limited to waste receptacles, spill maintenance, cleaning air conditioning vents, cleaning of walls, floors, doors, picking up litter, disposal of waste and garbage in the designated dumpster, hazardous waste disposal and other Repairs or Maintenance customarily handled by a handyman or laborer.

Tenant is solely responsible for program related security, including all security requirements for the Premises, the program participants, employees, contractors or invitees. Tenant shall be solely responsible for all Maintenance and Repairs required as a result of acts of vandalism to the interior and exterior of the Premises or failure of the Tenant to properly secure the Premises. Tenant shall be responsible for any damages or repairs resulting from Tenant's failure to comply with the conditions of this Lease. Tenant shall comply with all development or regulatory approval conditions or requirements applicable to the Premises. Tenant shall be solely responsible for all indoor air quality complaints, Repairs or Maintenance requirements.

All building signage shall be subject to the advance approval of City in each instance. Tenant shall submit proposed plans designating the size, placement, style and content of the sign to City for approval. City shall respond to Tenant within seventy-two (72) business hours with approval or denial. If denied, City shall provide specific recommendations to address the issue(s) resulting in denial. Tenant shall not post building signage until same has been approved by City.

**Section 7.02 Repair and Maintenance Performance Standards.**

All Maintenance and Repairs performed by Tenant shall be performed in a good and workmanlike fashion, to a comparable or to a higher level than that performed by City utilizing at least the same, or a higher quality of workmanship and care as that utilized by City and utilizing good quality materials and supplies, and components and replacement parts that are of equal or better quality than the quality of those being repaired or replaced.

**Section 7.03 ADA Compliance Responsibilities.**

Tenant and City have inspected the Facility, including the existing configuration and the fixed furniture and equipment, and to the best of their knowledge and belief, the Facility is compliant with the requirements of the ADA, with or without reasonable accommodations, as of the Effective Date. City confirms that, to its knowledge, there are no pending ADA claims relating to the Facility.

Beginning on the Occupancy Date, Tenant shall assume and be solely responsible for all ADA compliance requirements and shall indemnify, defend and save harmless the City from and against any and all ADA claims, suits, actions, damages and/or causes of action arising from or related to Tenant's lease of the Premises, Tenant's operation of a Head Start program at the Premises, Tenant additions, changes, deletions or modifications to the Premises, fixed furniture or equipment, or relating in any way to Tenant's failure to comply with the requirements of the ADA.

Tenant shall immediately advise the City of any claim received which alleges that the Premises is not in compliance with requirements of the ADA. Within five (5) calendar days of receipt of the claim, the Tenant shall evaluate the conditions and present the City with a plan for bringing the Premises into compliance, highlighting any modifications that the Tenant believes are the City's responsibility.

Tenant shall advise the City of any change in law or regulation which may impact the compliance status of the Premises within ten (10) business days of Tenant's notice of an enrolled law or approved regulation. Tenant shall present the City with a plan for bringing the Premises into compliance no later than twenty (20) business days after notice of the law or regulation.

Tenant has the obligation to implement reasonable operating accommodations to achieve ADA compliance, but to the extent that modifications to the Premises are required, they will be considered Capital Repairs pursuant to Article VIII of this Lease.

**Section 7.04 Rights of City Regarding Maintenance and Repair.**

The City shall have the right, but not the obligation to inspect the Premises at reasonable times, upon reasonable request, to observe whether the Tenant is performing its obligations pursuant to this Lease, including, without limitation, its Repair and Maintenance obligations, to review the condition of the Facility. In addition, City shall have the right to enter and inspect the Premises without notice, if the City has reason to believe that an emergency situation exists at the Premises. If, in the City's reasonable opinion, the Tenant has not performed its Repair and Maintenance obligations pursuant to the terms set forth in this Lease, the City shall provide written notice to the Tenant identifying the specific deficiencies, and the Tenant shall have thirty (30) days from the date of such notice during which to commence a cure to correct or remedy the deficiencies and sixty (60) days from the date of such notice to correct or remedy the deficiencies. If Tenant fails to commence a cure within thirty (30) days of the notice, or to correct an identified deficiency within sixty (60) days of the notice, then such failure will be considered a default under this Agreement and City may proceed pursuant to Article XI (Financial Guarantee) and/or Article XVI (Default).

**Section 7.05 Reporting of Accidents Required Prior to Maintenance and Repair.**

Tenant shall notify City each time there is an accident, fall, injury or incident at the Premises requiring either a police response or for which, to Tenant's actual knowledge, medical care was sought (collectively an "Accident"). Tenant shall provide City with a complete description of the accident promptly, and as soon thereafter as practicable, but in no event later than one(!) business day following the Accident. In lieu thereof, Tenant may provide City with copies of existing Documentation prepared by Tenant for the Office of Head Start. To the extent reasonably necessary, Tenant shall immediately block-off and prevent access to the Accident area and take such other action as is required to protect the participants and invitees, and prevent further damage to, or deterioration of the Facility. Except as required to protect the Facility, the participants or invitees, Tenant shall not change the condition of the Accident area or perform any Repairs or Maintenance prior to City approval of the same.

**ARTICLE VIII  
CAPITAL REPAIRS**

**Section 8.01 R/R Projects.**

No later than January 15 of each year, Tenant shall submit to City, its proposed R/R Project Schedule for the Premises. The Tenant is responsible to perform the work for all R/R Projects, with the City's prior approval.

All such R/R Projects shall be performed in a good and workmanlike manner using good quality materials and supplies, and components and replacement parts that are of better quality than the quality of those being, Repaired or replaced and shall be performed through completion. The Tenant, if approved by City, shall obtain all development approvals and permits from the appropriate regulatory agencies prior to commencing any R/R Projects and shall perform all such R/R Projects in compliance with the effective Florida Building Code, supplements thereto, and any municipal or local amendments thereto.

For each year beginning July I, 2025, and each year thereafter during the Term hereof, the Tenant shall be responsible for one hundred percent (100%) of the costs of completing all R/R Projects on the Approved R/R Project Schedule, including Emergency Capital Repairs.

**Section 8.02 Updated R/R Project Schedule.**

The Tenant shall have the right to request additions to, or modifications of, the R/R Project Schedule by submitting an Updated R/R Project Schedule (incorporating such proposed modifications, including any and all modifications made necessary due to Emergency Capital Repairs) to the City on or before July 1st of any year during the Term of this Agreement.

**Section 8.03 Tenant R/R Project Requirements.**

For each R/R Project that has been approved by City for Tenant implementation as set forth in Section 8.01, the Tenant shall use its standard purchasing practices: provided that all purchases are undertaken and awarded by a competitive process. For each and every funded R/R Project on the Approved R/R Project Schedule, and prior to Tenant entering into a contract or purchase order for any individual R/R Project, the Tenant shall submit:

(i) a bid tabulation sheet that sets forth the vendor/contractor's name and bid amount for each bid response ("R/R Project Bid Tabulation Sheet"), and (ii) a copy of Tenant's proposed contract or purchase order which contains the scope of work to be purchased and a copy of the vendor's/contractor's insurance certificate naming the City as an additional insured and certificate holder with such limits, coverages and endorsements as may be reasonably required by City.

**Section 8.04 Emergency Capital Repairs.**

If, at any time during the Term, the Tenant reasonably believes that Emergency Capital Repairs need to be made to the Premises, the Tenant shall immediately take corrective and preventative operational, security and safety precautions to protect all users, invitees and guests and to prevent further damage or deterioration to the Premises, which by way of illustration only, may include stopping program operations or removing one or more areas of the Premises from access and use. Tenant shall also immediately notify City specifying the nature of the identified Emergency Capital Repair and the Tenant's proposed scope of work to address the Repair. City will meet Tenant at the Premises within forty- eight (48) business hours to assess and discuss the Emergency Capital Repair.

**ARTICLE IX  
CAPITAL IMPROVEMENTS**

At any time during the Term of the Lease, Tenant may request approval to undertake Capital Improvements to the Premises. The Capital Improvements request shall include, but not be limited to; 1) a narrative description of the need/justification for the work, 2) a detailed description of the scope of work, 3) the proposed project budget, and 4) the implementation plan.

**ARTICLE X  
UTILITIES**

Tenant shall be solely responsible for and promptly pay all costs and expenses relating to providing utility services to the Premises, including, without limitation, construction and connection charges and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, telephone, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall City be liable for an interruption or failure in the supply of any such utility to the Premises.

**ARTICLE XI  
FINANCIAL GUARANTEE**

Tenant shall, at its sole cost and expense, maintain in full force and effect throughout the duration of this Agreement a surety bond in a minimum amount of Two Hundred and Twenty-Five Thousand Dollars (\$225,000) as a financial guaranty of Tenant's performance under the terms of this Agreement, including, but not limited to Tenant's Maintenance and Repair responsibilities. The surety bond shall be issued by an insurance company or surety company qualified to do business in the State of Florida, which company shall be acceptable to the City which shall be determined in the City's sole and absolute discretion. Alternatively, Tenant shall deliver to City a clean irrevocable Letter of Credit for Two Hundred and Twenty-Five Thousand Dollars (\$225,000), in a form and drawn upon a financial institution acceptable to City. In the event Tenant elects to deliver a Letter of Credit, such Letter of Credit shall have a minimum term of five (5) years. Upon the failure of Tenant to perform any of the obligations of this Lease, City shall be entitled to draw upon the financial guarantee in addition to any other rights or remedies available to City. Tenant acknowledges that it has delivered to the City such original surety bond or Letter of Credit, as applicable. Tenant shall provide City with commitment documents providing for continuation or replacement of the surety bond or Letter of Credit at least thirty (30) days prior to the expiration of the same. Tenant's failure to renew the same upon expiration of its coverage term shall be deemed an event of default.



## **ARTICLE XII INSURANCE**

Unless otherwise specified in this Lease, Tenant shall maintain, at its sole expense, in full force and effect at all times during the life of this Lease or the performance of work hereunder, insurance limits, coverages or endorsements required herein. Tenant hereby agrees the requirements contained herein, as well as City's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify Tenant's liabilities and obligations under this Lease.

### **Section 12.01 Commercial General Liability.**

Tenant shall maintain: Commercial General Liability with limits of liability not less than \$1,000,000 Each Occurrence including coverage for, but not limited to, Premises/ Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal liability with a limit not less than \$100,000; and Medical Payments (when available) with a limit not less than \$5,000. Tenant shall ensure such coverage is provided on a primary basis.

### **Section 12.02 Business Auto Liability.**

Tenant shall maintain Business Automobile Liability with limits of liability not less than \$500,000 Each Occurrence for owned, non-owned, and hired automobiles. In the event Tenant has no owned automobiles, this requirement shall be to maintain only Hired & Non- Owned Auto Liability. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Liability. Tenant shall ensure such coverage is provided on a primary basis.

### **Section 12.03 Workers' Compensation & Employers Liability.**

Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440 Florida Statutes and applicable Federal Acts, if required by Florida law. Tenant shall ensure such coverage is provided on a primary basis.

### **Section 12.04 Premises Insurance.**

Tenant shall maintain property insurance in an amount not less than 100% of the total replacement cost of any betterments and improvements made by or on behalf of Tenant as well as Tenants contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form. Coverage shall be provided on a primary basis.

### **Section 12.05 Additional Insured Endorsement.**

Tenant shall cause each liability insurance policy required to be maintained by Tenant to be endorsed to add the City as an Additional Insured on, except for Workers' Compensation and Business Auto Liability. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsement, or their

equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Tenant shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "City of Pahokee, 207 Begonia Drive, Pahokee, Florida 33476".

**Section 12.06 Certificate of Insurance.**

Tenant shall provide the City with a certificate of insurance evidencing limits, coverages and endorsements required herein. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the City shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from City, all premiums and expenses incurred by City.

**Section 12.07 Waiver of Subrogation.**

Tenant hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Tenant enter into such an agreement on a pre-loss basis.

**Section 12.08 Premiums and Proceeds.**

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision or limitation of the property, flood, or wind insurance policies. Tenant shall be responsible for all premiums, including increases, for all insurance policies required by this Lease. All property, flood or windstorm insurance proceeds as a result of a loss shall be made available for use to promptly replace, Repair or rebuild the buildings, betterments and improvements, including those made by or on behalf of Tenant, in order to ensure a replacement cost settlement and avoid policy cancellation.

**Section 12.09 Deductibles, Coinsurance, & Self-Insured Retention.**

Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

**Section 12.10 No Representation of Coverage Adequacy.**

The limits, coverages or endorsements identified herein primarily transfer risk and minimize liability for the City, and Tenant agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

**Section 12.11 Insurance for Special Events and Outside Persons/Groups.**

Excluding City or its affiliates, when Tenant permits or schedules the use of the Premises for a special event or outside persons/groups, Tenant shall require the special event or outside person/group to maintain Commercial General Liability, as described in Section 12.01, with limits of liability not less than \$1,000,000. Tenant shall ensure that City and Tenant are named as Additional Insured under such policy, as described in Section 12.05. Tenant shall obtain and, when requested by the City, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

**ARTICLE XIII  
INDEMNIFICATION**

Tenant shall indemnify, defend and save harmless the City from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease for any personal injury, loss of life, and/or damage to property sustained in or about the Premises, by reason, during, or as a result of the use and occupancy of the Premises by the Tenant, its agents, employees, licensees, invitees, and any subtenant, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event City shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold City harmless and pay all costs and reasonable attorney's fees incurred by City in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that City would not have entered into this Lease without Tenant's agreement to indemnify City and further acknowledges the receipt of good and valuable separate consideration provided by City in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Lease.

**ARTICLE XIV DESTRUCTION  
OF PREMISES**

In the event the Premises shall be destroyed or so damaged or injured by fire or another casualty during the Term of this Lease or any extension thereof, whereby the same shall be rendered untenable, in whole or in part then the City shall at its sole option either commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion, or alternatively, City shall have the right, at its option, not to restore the Premises but to terminate this Lease and to retain all insurance proceeds payable on account of said casualty as City's sole property. In the event City elects to terminate this Lease, the parties shall be relieved of all further obligations hereunder arising after the date of such termination. The termination herein mentioned shall be evidenced in writing. If City elects to restore the Premises, City shall thereafter diligently pursue such restoration to completion.

**ARTICLE XV  
ASSIGNMENT AND SUBLETTING**

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of City, which may be granted or withheld at City's sole and absolute discretion. Any assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

**ARTICLE XVI  
DEFAULT**

**Section 16.01 Default by Tenant.**

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) Tenant's failure to commence Head Start operations at the Premises on or before February 1, 2025; (iii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after written notice from City; (iv) Tenants vacating the Premises for a period of thirty (30) days or abandoning same; (v) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding; (vi) Change in the Tenant's corporate status to for-profit status; or (vii) Termination of the Grant or change in the Tenant's Grant status from a principal grantee to a delegate agency grantee.

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, City shall have the right to pursue such remedies as may be available to City under the law, including, without limitation, the right to give Tenant notice that City intends to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by Tenant, in which event this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the three (3) day period and the City is notified, this Lease will continue.

If Tenant's Grant status is changed from principal grantee for Head Start operations in Palm Beach County to a delegate agency, then City intends to commence negotiations with the replacement principal grantee for occupancy of the Premises. Tenant may be permitted to continue Head Start operations at the Premises as set forth in this Lease pending negotiations with the new principal grantee, and thereafter City shall provide Tenant with notice of termination as set forth above. This provision is in no way intended to effectuate a waiver of any rights or remedies available to City if an Event of Default occurs.

**Section 16.02 Default by City.**

City shall not be in default unless City fails to perform obligations required of City within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to City, specifying wherein City has failed to perform such obligations; provided, however, that if the nature of City's obligations is such that more than thirty (30) days are required for performance then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

**ARTICLE XVII  
ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Lease and all obligations of City hereunder are subject to and contingent upon annual budgetary funding and appropriations by the City of Pahokee City Commission, provided however, that any Early Termination pursuant to this Article shall be subject to the notice provision set forth in Article XVIII (Early Termination).

**ARTICLE XVIII EARLY  
TERMINATION**

City shall have the right to terminate this Agreement, for any reason, upon the expiration of at least one hundred twenty (120) days' notice prior to the end of the Tenant's then-current Grant Year.

City shall have the right to terminate this Agreement, immediately by written notice to Tenant if; (1) Tenant has not received a Notice of Grant Award as a result of Tenant's Grant Application for any year; or (2) upon notice to Tenant from the Office

of Head Start that the Grant Application project budget will not be funded on or before July 1, of every year; or (3) upon notice from the Office of Head Start that the Grant Application is not approved.

**Fiscal Non-Funding Clause**

This agreement is subject to government funding availability. In the event sufficient Government funds to fund this agreement become reduced or unavailable, Lutheran Services Florida Inc. shall notify City with supporting documentation and the Agreement shall be terminated.

**ARTICLE XIX  
QUIET ENJOYMENT**

Upon payment by the Tenant of the Annual Rent, Additional Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by City or any other person or persons lawfully or equitably claiming by, through or under the City, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XX  
MISCELLANEOUS**

**Section 20.01 Entire Agreement.**

This Lease and any Exhibits attached hereto constitute all agreements, conditions and understandings between City and Tenant 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 City or Tenant unless reduced to writing and signed by them.

**Section 20.02 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), 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 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 City at:

City of Pahokee  
207 Begonia Drive  
Pahokee, FL 33476  
Telephone 561-924-5534

(b) If to the Tenant at:

Lutheran Services Florida, Inc.  
3627A West Waters Avenue  
Tampa, Florida 33614  
Telephone 813-875-1408  
Fax 727-535-6305

with a copy to:

Lynn W. Stone, MBA  
QA Compliance and Contracts Manager  
Lutheran Services Florida-Head Start Program  
2210 Tall Pines Dr., Suite 210  
Largo, FL 33771  
Office Phone: 727-547-5902  
Office Fax: 727-535-6013

with a copy to:

Burnadette Norris-Weeks, Esq.  
City of Pahokee, City Attorney  
401 North Avenue of the Arts  
Fort Lauderdale, FL 33311

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

**Section 20.03 Disclosure of Beneficial Interest.**

Tenant represents that simultaneously with Tenant's execution of this Lease. Tenant has executed and delivered to City, the Tenant's Disclosure of Beneficial Interests attached hereto as Exhibit "B", attached 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 Tenant. Tenant 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 Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the City pursuant to Section 21.02 of this Lease.

**Section 20.04 Severability.**

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to 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 20.05 Broker's Commission.**

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless City from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

**Section 20.06 Recording.**

Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of City, which may be granted or withheld at City's sole discretion.

**Section 20.07 Waiver of Jury Trial.**

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

**Section 20.08 Governing Law and Venue.**

This lease shall be governed by and interpreted according to the laws of the State of Florida.



Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

**Section 20.09 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 the County's public health unit.

**Section 20.10 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 20.11 Waiver, Accord and Satisfaction.**

The waiver by City 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 City to or of any act by Tenant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent similar act by Tenant.

**Section 20.12 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 20.13 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 20.14 Incorporation by Reference**

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

**Section 20.15 Survival.**

Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

**Section 20.16 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 the City or employees of City or Tenant.

**Section 20.17 Office of the Inspector General.**

Palm Beach County has established the Office of the Inspector General. 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 audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

**Section 20.18 Effective Date of Lease.**

This Lease shall be effective upon execution by all parties and is expressly contingent upon approval by the City Commission ("Effective Date").

REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

WITNESS:

Lutheran Services Florida, Inc

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Print Witness Name

(SEAL)  
(corporation not for profit)

\_\_\_\_\_  
Witness Signature

ATTEST:

CITY CLERK

CITY OF PAHOKEE, a political  
Subdivision of the State of Florida

By: \_\_\_\_\_  
Nylene Clarke

By: \_\_\_\_\_

APPROVED AS TO FORM  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Burnadette Norris-Weeks, P.A.

**SCHEDULE OF EXHIBITS**

**EXHIBIT "A"**

**THE PREMISES**

**EXHIBIT "B"**

**TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS**





1:2,257  
0.03



**TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS**

TO: CITY OF PAHOKEE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Mike Carrol, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Chief Operating Officer of Lutheran Services Florida, Inc., a Florida nonprofit corporation (the "Tenant"), which entity is the tenant of the real property located at 380 E. Dr. Martin Luther King Jr. Boulevard, Pahokee, Florida (the "Property").

2. Affiant's address is: \_\_\_\_\_.

3. Attached hereto, and made a part hereof, as Exhibit "A" 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 the City of Pahokee, Florida, relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT

\_\_\_\_\_  
Mike Carrol

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_ 2025, in \_\_\_\_\_ Palm Beach County, Florida.

Affiant is:  
Personally known to me \_\_\_\_\_  
Produced I.D. \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

**SCHEDULE TO BENEFICIAL  
INTERESTS IN PROPERTY**

Tenant is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Tenant must identify individual owners. If, by way of example, Tenant is wholly or partially owned by another entity, such as a corporation, Tenant must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

<b>NAME</b>	<b>ADDRESS</b>	<b>PERCENTAGE OF INTEREST</b>
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**None. Lutheran Service Florida, Inc is a 501(c)(3) organization.**

**There are no individuals or entities that have a beneficial interest in its assets.**