

# COUNCIL ACTION ITEM

July 2023

## Incubation Center Request – Building Opportunities Through Golf

**Background Information** (*brief history of the situation*): At the December 2019 CSC meeting, the board approved the use of CSC office space to help incubate new or struggling non-profits. The approved incubation center guidelines authorized providing office space at a rate of \$1 year, as well as providing quarterly technical assistance to support the approved nonprofit in developing their operational policies, board development, fundraising/development, and strategic goals.

**Current Situation** (*why it is being brought to Council now*): CSC received a request for Incubation Center space from Building Opportunities Through Golf (BOTG). BOTG is a small, new organization that “introduces youth to the fundamental and founding principles of golf by mentors who demonstrate similarities between the game of golf and the game of life.” Additionally, BOTG creates a bridge for youth to learn about themselves and the community.” BOTG plans to offer golf lessons, field trips and mini tournaments. Currently BOTG is partnering with CSC for the More Than a Game, golf edition, to educate fathers on parenting and community resources. *Letter attached.*

In conversations with BOTG, they are requesting one office (196 sq feet) (196 sq feet x \$16 square foot); plus the CAM space of 636 square feet at the rate of \$5 per square foot; which equals an in-kind cost of \$6,316 per year. The purpose of requesting the office is to provide a space for the president, Willie Scott, to operate from as well as provide a business address for its beginning year of operations.

**Action** (*requested or required of Council*): Building Opportunities Through Golf is requesting that Council approve their request to receive a one-year lease for \$1 per year for one office spaces as part of CSC’s Incubation Center for one year beginning August 1<sup>st</sup>.

### **Team Recommendation:**

#### STRENGTHS:

- Provides space and operations for new agency that is working with youth
- Priorities align with CSC’s

#### CONCERNS:

- None at this time

Team recommends allowing Building Opportunities Through Golf to enter the CSC Incubation Center with a \$1 per year lease for one year.

sb 6/12/23



**EIN #: 86-2604827**

June 1, 2023

Children's Services Council of St. Lucie County  
Mr. Sean Boyle  
546 NW University Blvd.  
Port St. Lucie, FL 34986

Building Opportunities Through Golf (BOTG), Incorporated is a 501 (c) 3 organization established in 2022 and would like to formally request an office in the Children's Services Council Non-Profit Incubation Center located in St. Lucie West. Our organization is small but gaining program strength. A more centrally located location in the county will allow us to reach more kids and development opportunities. The organization's mission is to empower, encourage, and provide underprivileged youth with the necessary tools to develop into well-rounded individuals. The BOTG works with youth of all ages, especially those in St Lucie County, emphasizing the Lincoln Park area of Fort Pierce, Florida.

The mission at BOTG aligns directly with the Children's Services Council of St. Lucie County in several pillars. (1) Keeping children off the streets, and (2) Keeping kids off drugs, alcohol, and other risky behaviors. The youth we serve are introduced to the foundational and fundamental principles of golf by mentors who demonstrate similarities between the game of golf and the game of life. Additionally, BOTG creates a bridge for youth to learn about themselves and their communities.

Our board of directors includes Mr. Willie Scott – President; Augustus Gordon – Vice President; Chris Robertson – Treasurer, Deborah Scott – Secretary; Jason Yarbrough – Director; and Anthony Graham-Director. BOTG is registered in Florida to conduct business, is a 501(c) 3, has the required liability insurance, and would add Children's Services County of St. Lucie County.

The goal of BOTG is to use golf to promote mental and physical wellness by demonstrating to youth that any obstacle can be overcome, including but not limited to risky behaviors like drugs, alcohol, and substance abuse. BOTG instills a "can-do" attitude in youth while providing enjoyable golf experiences. Youth in BOTG programs receive coaching and training on the principles of golf and making healthy life choices. With golf lessons, field trips, and mini-tournaments, BOTG exposes youth to the discipline and dedication that will follow them throughout life.

I would happily answer any questions about our program or the opportunity to align with CSC of SLC.

Sincerely,

Willie Scott, President  
Building Opportunities Through Golf  
5475 NW Saint James Drive  
Box 410  
Port Saint Lucie, FL 34983



407-792-8621



Botginformation@gmail.com

# COMMERCIAL LEASE AGREEMENT

**THIS COMMERCIAL LEASE AGREEMENT**, entered into this 13<sup>th</sup> day of July 2023 between the [Building Opportunities Through Golf \(BOTG\)](#)., a Florida Non-Profit corporation, hereinafter called the Lessee, and the Children's Services Council of St. Lucie County, an independent Special District, party of the second part, hereinafter called the Lessor.

## WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain and specific premises in the West Park Professional Center Condominium,

Children's Services Council	Port St. Lucie	34986	St. Lucie County
(Name of Building)	(City)	(Zip Code)	(County)

Florida, specifically described as follows: Office #6 at 196 square at the rate of \$ 16.00 per square foot and Common Area Maintenance Fee aka CAM space of 636 square feet (including 2<sup>nd</sup> floor conference room) at the rate of \$5 per square foot [which](#) equals an in-kind cost of \$6,316 per year.

## I. TERM

**TO HAVE AND TO HOLD** the above-described premises for a term commencing on the 1<sup>st</sup> of August 2023 to and including the 31<sup>st</sup> day of July 2024.

Lessor normally mimics the Holiday Schedule of St Lucie County as it relates to office building closings. The Lessor has provided the Lessee with a copy of CSC's current Holiday Schedule for their information. However, the Lessee is not binded to adhere to this schedule as the Lessee has been given access to the office building at their discretion. Accordingly, Lessee is liable in following office building security protocol as it relates to the opening and closing of the building.

## II. RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above-described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of **one dollar (\$1.00) as the annual rental payment** for the rental period described in Article I of this lease. The annual rental payment shall be payable to the Lessor on the beginning of the rental period and shall be paid to the Lessor at the Lessor's address stated herein. All payments are to be made electronically Payable to **Children's Services Council of St. Lucie County**; as such Lessee will provide banking information for the electronic payment setup.

Lessee will utilize the address noted above as their mailing and billing address and include their specific **suite # 202 (key box #6)** on all correspondence. Vehicle parking is included in this agreement. Due to the parking lot being shared amongst association tenants/owners the Lessee designated parking is located to the northwest of the CSC office building.

## III. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor.

The Lessor agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the lease at the expense of the Lessor.

All services required above shall be provided during the Lessee's normal working hours, which are normally from 8:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays observed by CSC.

The Lessor will provide office cleaning, pest control and building security at no additional charge to the Lessee. Lessee will permit the professional cleaning vendor access to their leased office space. Office cleaning is normally performed twice a week after business hours.

The Lessee will comply in keeping building sanitary; it is CSC policy that any food waste is disposed of in the kitchen area waste baskets only. Lessee will comply with green-friendly office policies in the recycling of paper, cardboard, glass and plastic products in the designated bins.

#### **IV. MAINTENANCE AND REPAIRS**

The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

The Lessor shall provide office cleaning and building security at no additional charge to the Lessee. Lessee is responsible for permitting the professional cleaning vendor access to their leased office space. Office cleaning is normally done the evenings of Wednesdays and on the weekends. In order to keep our building sanitary, it is CSC policy that any food waste be disposed of in the kitchen area waste baskets only. Lessor is a green-friendly office and does recycle paper, cardboard, glass, and plastic products. Lessee is responsible for the insurance of personal property and must provide Lessor with a current proof of general liability insurance on a recurring basis.

Subject to the terms and conditions of the Condominium Associations' rules and regulations, the Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

Subject to the terms and conditions of the Condominium Associations' rules and regulations, the Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect, and which may subsequently be enacted during the term of this lease and any renewal periods. Vehicle parking shall be limited to parking spaces to the west of the office building.

Subject to the terms and conditions of the Condominium Associations' rules and regulations, the Lessor agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessor.

#### **V. UTILITIES & OTHER AMENITIES**

The Lessor shall provide electricity and water. The Lessee will be responsible for a pro-rata share of land line phone and data monthly services determined by the Lessor based on an estimated percentage of the Lessee's number of dedicated telephone lines and the Lessor's total cost for all such telephone lines.

The building is equipped with programmable thermostats installed throughout the interior in order to maintain an energy-efficient, green-friendly climate-controlled working environment. These thermostats are regulated by the Lessor and tampering is prohibited.

The building is designated a smoke-free workplace. Smoking is prohibited within the interior. This policy applies to all employees, tenants, clients, contractors, and visitors.

The Lessor shall provide a designated area for lunch breaks equipped with convenience appliances for the purposes of leisurely time, and food catering functions (in accordance with CSC policy).

The Lessor shall permit the Lessee to have a logo sign decal not to exceed 12" x 12" in size placed in specific area of the glass main entryway. Prior to placement authorization must be obtained from Lessor

in regard to the logo sign specifications and exact location placement. Any damages to glass during the installation or removal process will be the responsibility of the Lessee to replace or repair.

The Lessee will be responsible for a pro-rata share of data and voice technology utilization and will be billed monthly for these services. The Lessor shall have the right to adjust any and all rates, based on increases due to inflation or any other reason, or within thirty (30) days of Lessor's notification require Lessee to establish own data service if utilization by the Lessee negatively affects the service to the Lessor. Any advanced deposits required of Lessee for third party services will be paid in advance by accountholder (Lessor) and billed back to Lessee. Any advanced deposits paid by Lessee will be returned to Lessee at the end of lease term and subject to third party inspections, when equipment is found to be in good standing and Lessor has reconciled billing with the third party any security deposits will be returned.

The Lessee will be responsible for a pro-rata share of MFP (multifunctional printer) utilization based on negotiated production rates determined by the Lessor and will be billed monthly for these services. The Lessee is to be billed monthly for production. Paper output is additional; and billed monthly at current market price. This applies only when utilization is incurred.

The Lessee is subject to changes in monthly rate, in the event Lessor's rates from its telecommunications providers should fluctuate without notice. The Lessor shall have the right to adjust any and all rates, based on increases due to inflation or any other reason.

The Lessor shall permit Lessee utilization of Lessor's fax line for the purposes of incoming and outgoing facsimile transmissions. However, Lessee acknowledges that data and voice technology lines are for temporary utilization while a resident of Lessor; and is not to be published to the community and/or inherited by the Lessee upon termination of contract. Any third-party charges accrued due to printing of faxes will be incurred at the Lessee's expense and charged accordingly.

The Lessor will provide a highly secured building, which will require accessibility via magnetic scanning device. In addition to a designated Post Office Box key, building keys include, but not limited to Main Entrance Door hard keys, fob keys permitting access throughout the interior of building. Fob keys will be issued to Lessee for the purposes of daily building access within the normal business operating hours. All keys issued will be surrendered promptly to the Lessor at the time of lease term expiration or at the termination of employment whichever comes first. In the event, a replacement is required, a formal written request is necessary for the issuance of a replacement, along with payment of \$25 for each lost/misplaced fob or hard key purchase value. All keys are non-transferrable between employees and must be returned to Lessor upon an employee termination and reissued by Lessor upon rehiring of a new employee. The cost associated with the loss or replacement of any keys will be the responsibility of the Lessee. For the purposes of security, any and all keys provided to Lessee are the property of the Lessor and not to be duplicated.

The Lessor will provide conference room usage to the Lessee free of charge. Availability and completion of reservation form are required, and adherence to room reservation policy.

Lessee has been provided with partially furnished offices as reflective in the physical inventory record (provided upon request). Lessee will surrender these items in same good condition as originally provided to Lessor. Inspection of said furniture may be required at termination of lease. If any items are inspected at poor quality aside from normal wear and tear and/or missing, a comparable replacement cost may be imposed.

The Lessee is responsible for insuring personal property and will provide Lessor with current proof of general liability insurance.

## **VI. ACCESSIBILITY STANDARDS AND ALTERATIONS**

The Lessor agrees that the demised premises now conform, or that, prior to Lessee's occupancy, said premises shall, at Lessor's expense, be brought into conformance with the requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26,

1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, Known as the “Americans with Disabilities Act of 1990.”

That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor and said alternations being in accordance with the terms and conditions of the Condominium Associations’ rules and regulations. The Lessor shall not capriciously withhold the consent to any such alterations.

## **VII. INJURY OR DAMAGE TO PROPERTY ON PREMISES**

All property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee for loss or damage to the property. Appliances and electronic equipment of any kind shall be permitted on the premises at the inspection and authorization of the Lessor.

## **VIII. FIRE AND OTHER HAZARDS**

Subject to the terms and conditions of the Condominium Associations’ rules and regulations, in the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

Subject to the terms and conditions of the Condominium Associations’ rules and regulations, the Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

The Lessor certifies that to the best of its knowledge no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

The Lessor certifies that to the best of its knowledge if any radon is present, it is at a measurement level less than 4 PCI/L.

## **IX. EXPIRATION OF TERM**

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances, and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

At the expiration of the term, the Lessee will promptly surrender all office keys as outlined in Article V and mailbox key, which unlocks the Lessee’s United States postal service suite number. The loss or replacement of any keys will be subject to a monetary charge payable at expiration of lease term.

## **X. SUBLETTING AND ASSIGNMENT**

The Lessee will not be allowed to sublet or to assign all or any part of the demised premises.

## **XI. NOT CONSENT TO SUE**

The provisions, terms or conditions of this lease shall not be construed as a consent to be sued

because of said lease hold and nothing in this lease shall be construed as a waiver of sovereign immunity found in section 768.28, Fla. Stat.

## **XII. WAIVER**

Failure of the Lessor to enforce or exercise any right(s) under this lease shall not be deemed a waiver of Lessor's right to enforce or exercise said right(s) at any time thereafter.

## **XIII. RIGHT OF LESSOR TO INSPECT**

The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.

## **XIV. BREACH OF COVENANT**

These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained including, but not limited to, Lessor's rights to terminate this lease in accordance with Article XX hereof.

## **XV. ACKNOWLEDGMENT OF ASSIGNMENT**

That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by the Lessor.

## **XVI. TAXES AND INSURANCE**

Subject to its own exemption and subject to the terms and conditions of the Condominium Associations' rules and regulations, Lessor shall pay all real estate taxes and fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.

## **XVII. USE OF PREMISES**

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County, or the applicable rules of the Condominium Associations in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.

## **XVIII. RENEWAL**

If the Lessee desires to renew this lease under the provisions of this Article, it shall give the Lessor written notice thereof not more three (3) months nor thirty (30) days prior to the expiration of the initial term stated in Article 1 of this lease. If this lease is renewed, the term of each renewal year shall be from June 1 to May 31. If Lessee desires to renew this lease after the first renewal year, the Lessee shall give the Lessor written notice thereof not more than six (6) months nor less than three (3) months prior to the expiration of the renewal period. All lease renewals are subject to approval by the CSC board.

If Lessee renews this lease, the rental rate shall increase three percent (3%) per square foot for each renewal year.

## **XIX. RIGHT TO TERMINATE**

The Lessee shall have the right to terminate, without penalty, this lease in the event other space becomes available to the Lessee for occupancy during the term of said lease for the purposes for which this space is being leased in the County of St. Lucie, Florida, upon giving three (3) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested. The Lessor shall have the right to terminate, without penalty or cause, this lease upon giving three (3) months advance written notice to the Lessee by Certified Mail, Return Receipt Requested.





If Lessee is required to provide insurance under this lease, Lessee hereby waives any and all rights to Subrogation against the Lessor, its officers, employees and agents for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Lessee shall agree to notify the 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 a condition to the policy specifically prohibits such an endorsement, or voids coverage should Lessee enter into such an agreement on a pre-loss basis.

**IN WITNESS WHEREOF**, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

**CHILDREN'S SERVICES COUNCIL  
OF SAINT LUCIE COUNTY**

**BUILDING OPPORTUNITIES THROUGH  
GOLF (BOTG)**

BY: \_\_\_\_\_  
Sean Boyle,  
Chief Executive Officer

BY: \_\_\_\_\_  
Willie Scott,  
President

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
Glen J. Torcivia, Attorney

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