

3H-10

Agenda Item #:

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	September 12, 2006	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Lease Agreement with the City of South Bay to establish Fire Rescue Station No. 74 for \$1.00/year.

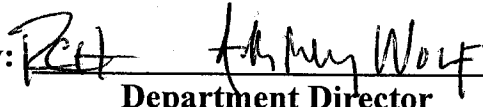
Summary: This Lease Agreement will allow the Fire Rescue Department to use 3,360 SF of space within the City of South Bay's Public Safety Building for operation of Fire Rescue Station No. 74. The rental rate is \$1.00/year, including water and sewer. The term of the Lease Agreement is for five (5) years, with two (2) extension options, each for a period of one (1) year. All leasehold renovations will be at the sole cost of the Fire Rescue Department and construction is projected to be completed by October 1, 2006. The County has the right to terminate the Lease Agreement at any time upon ninety (90) days written notice. (PREM) District 6 (HJF)

Background and Justification: On December 20, 2005, the Board adopted Ordinance 2005-064 which amended the boundaries of the Fire Rescue Municipal Service Taxing Unit to include service to the City of South Bay. The Fire Rescue Department will begin providing fire protection and emergency medical services to the City of South Bay on October 1, 2006. The Lease Agreement will allow Fire Rescue to occupy the space formerly occupied by the City of South Bay's fire department.

Attachments:

1. Location Map
2. Lease Agreement
3. Budget Availability Statement

Recommended By:


Department Director


Date

8/19/06

Approved By:


County Administrator


Date

8/17/06

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>350,000</u>				
Operating Costs	<u>1</u>	<u>12,901</u>	<u>12,901</u>	<u>12,901</u>	<u>12,901</u>
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u><u>350,001</u></u>	<u><u>12,901</u></u>	<u><u>12,901</u></u>	<u><u>12,901</u></u>	<u><u>12,901</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No

Budget Account No: FY06: Fund 1300 Dept 440 Unit 4230 Object 4410

South Bay Temp Station Improv: 3700 441 F088 6502

FY07-10: Fund 1300 Dept 440 Unit 4237 Object 4410

Utilities: 1300 440 4237 4101/4301

(Included in FY2007 proposed budget)

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Rental rate of \$1/year includes water and sewer usage. Other utility charges will be billed directly to Fire Rescue. Cost of renovating the site will be funded directly by Fire Rescue.

Estimated Utilities: (electric 7,600, communications 5,300) @ 12,900 annually

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

9-5-06
OFMB
8/31/06

9/6/06
Contract Development and Control
9/6/06

B. Legal Sufficiency:

9/7/06
Assistant County Attorney

This Lease Agreement complies with our review requirements.

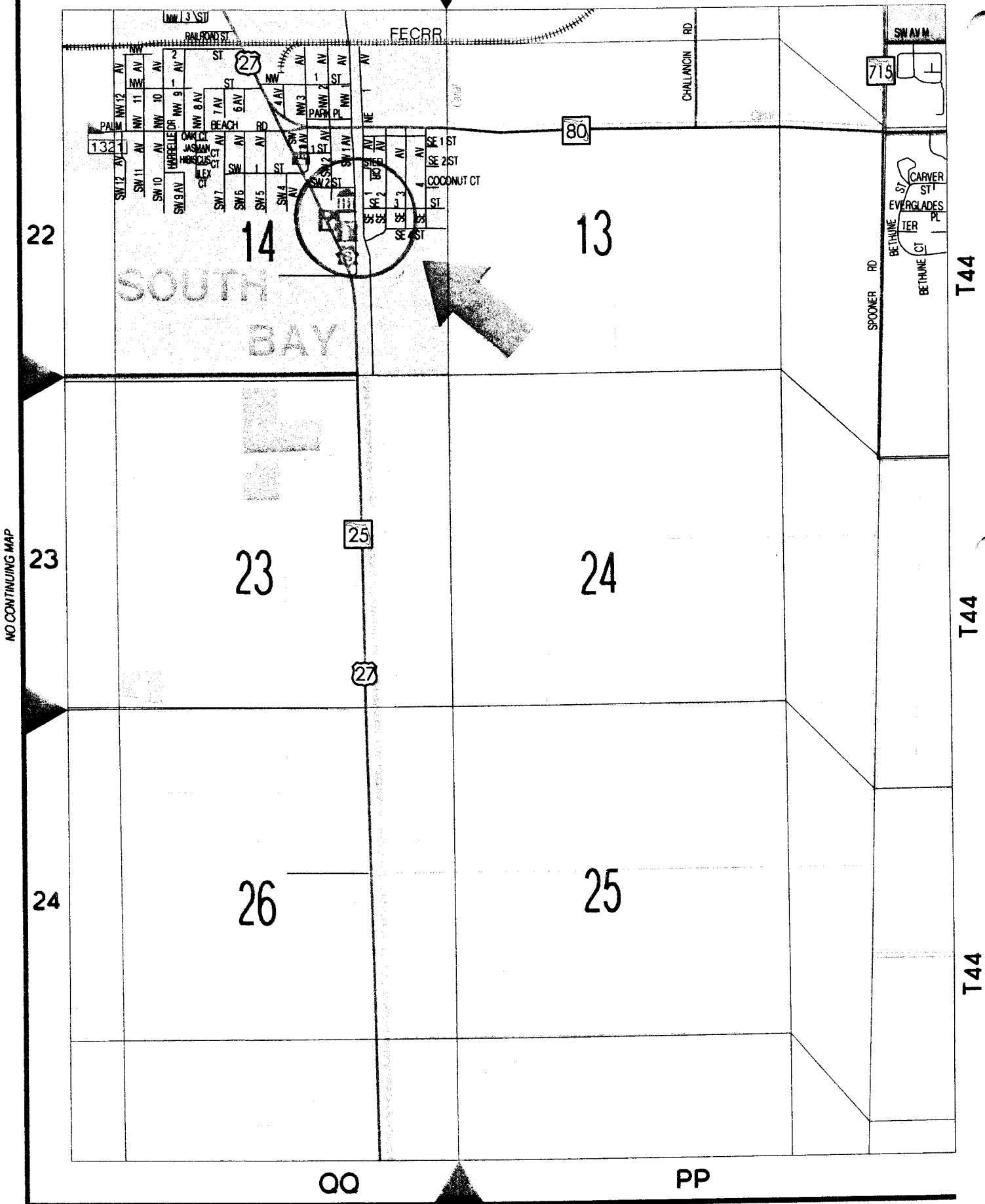
C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

QQ

PP



LOCATION MAP
ATTACHMENT # 1

11

LEASE AGREEMENT

between

**THE CITY OF SOUTH BAY
(Landlord)**

and

**PALM BEACH COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
(County)**

G:\Property Mgmt Section\Out Lease\Fire Res STN #74 So Bay\CtyTntLease.HFappr.071006.doc

LEASE AGREEMENT

THIS LEASE, made and entered into _____, by and between the **CITY OF SOUTH BAY**, a municipal corporation of the State of Florida, hereinafter referred to as "Landlord" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, on behalf of the Palm Beach County Fire Rescue Department, hereinafter referred to as "County".

W I T N E S S E T H:

WHEREAS, Landlord is the owner of certain real property in Palm Beach County, Florida, known as City Hall Complex located at 335 SW 2nd Avenue, South Bay, Florida, which property is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, the Property is improved with a Public Safety Building as depicted on Exhibit "B" (the "Building"), ; and

WHEREAS, the County desires to lease a portion of the Building to provide fire rescue services to the City of South Bay; and

WHEREAS, Landlord is willing to lease the Premises, as hereinafter defined in Section 1.01 below, to the County for the purposes hereinafter defined.

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

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

The Premises subject to this Lease shall consist of the portion of the Building depicted in Exhibit "C" attached hereto and by reference made a part hereof (the "Premises").

Section 1.02 Length of Term and Effective Date.

The term of this Lease shall commence on the date of full execution of this Lease (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.

Section 1.03 Option to Extend.

County shall have the right and option, provided it is not then in default under this Lease, to extend the Term for two (2) successive one (1) year option periods. County shall exercise such options by providing Landlord with notice of such election prior to the end of the then current term.

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

County shall pay Landlord for the use and occupancy of the Premises an annual gross rental of ONE AND 00/100 DOLLAR (\$ 1.00). This Lease is intended to be a "gross" lease and County's obligations hereunder shall be limited to those specifically set forth herein.

Section 2.02 Payment.

All rent due hereunder shall be payable in advance on or before the Effective Date and on each anniversary thereafter during the Term of this Lease. County is a tax-exempt entity as is evidenced by tax exemption #60-2211419753 C. No sales or use tax shall be included or charged with Annual Rent. Payment of rent will be made upon the receipt of an invoice from Landlord mailed to the Palm Beach County Finance Department at P.O. Box 4036, West Palm Beach, Florida 33402. Each invoice must be received at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due. Payment will be mailed to Landlord at the address set forth in Section 15.04 of this Lease.

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

Section 3.01 Use of Premises.

The Premises shall be used for the establishment and operation of a Fire Rescue Station. County shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Landlord which consent shall not be unreasonably withheld. County's obligations under this Lease are contingent upon such use of the Premises being in compliance with all applicable zoning laws, rules, and regulations affecting the Premises.

Section 3.02 Conduct.

County shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. County acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, county, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises, provided County shall not be required to make alterations, additions, or improvements to the Building in order to conform therewith.

Section 3.03 Hazardous Substances.

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

Section 3.04 Surrender of Premises.

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

**ARTICLE IV
ALTERATION OF LEASED PREMISES**

Section 4.01 Landlord's Work.

Landlord shall not be obligated or required to perform any improvements whatsoever to the Premises

Section 4.02 (a) County's Work.

County shall be entitled to make alterations, improvements, or additions to the Premises ("Alterations") at its sole cost and expense. County agrees and acknowledges that all County's Alterations installed on the Premises by County, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of County, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. Any Alterations to the Premises, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000), shall require the prior written approval of Landlord in each instance, which approval shall not be unreasonably withheld. County shall submit plans and specifications for all such Alterations to Landlord for Landlord's written approval prior to County commencing work on same. Landlord shall provide a written response within thirty (30) days after receipt of request therefore by County, failing which

Landlord shall be deemed to have consented to such plans and specifications. All work done by County in connection with any Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

(b) Construction Liens.

Landlord and County shall comply with the Construction Lien Law, Florida Statutes Chapter 713, Part I, to the extent applicable to Landlord and County in the construction of any improvements to the Premises and shall obtain a public construction performance bond in accordance with Florida Statutes section 255.05, if required by such statute. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Landlord or County, the party performing such work shall promptly cause such lien to be removed from the Premises.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

Section 5.01 Responsibility of Landlord.

(a) Landlord shall maintain the Property and all portions of the Building (interior and exterior) in good repair and tenable condition during the Term of this Lease, except in the case of damage arising from any act of negligence of County. If Landlord shall fail to promptly repair any item in the Building required to be repaired by Landlord under this Lease within thirty (30) days of notice from County of the need for such repair, County may complete such repairs and Landlord shall reimburse County for all expenses incurred by County in doing so.

(b) Landlord shall be responsible for all costs and expenses to ensure that the Building and Premises adheres to the most current version of the American Society of Heating, Refrigeration and Air-conditioning Engineers' ("ASHRAE") Standards on ventilation for acceptable indoor air quality throughout the Term of this Lease. Should building sickness symptoms materialize subsequent to the Commencement Date, Landlord shall perform at its sole cost and expense necessary air quality and environmental testing of the heating, ventilation and air-conditioning ("HVAC") system servicing the Building and Premises by a certified and licensed environmental company within thirty (30) days of the County's written notice of any adverse conditions, subject to the availability of such certified and licensed technicians. Landlord shall provide County with a copy of all such testing reports. If any such testing report reveals that the HVAC system fails to comply with the ASHRAE Standards and/or does not provide a healthy indoor air environment as required by applicable laws and regulations, Landlord shall remedy such non-compliance with due diligence at its sole cost and expense. Landlord's failure to perform its obligations pursuant to

this Section 5.01 shall constitute a Default by Landlord as provided in Section 10.02 of this Lease.

Section 5.02 Responsibility of County.

County shall maintain the Premises and any improvements or Alterations constructed thereon by County in good condition and repair, normal wear and tear and casualty excepted, at its sole cost and expense.

Section 5.03 Hazardous Substance Indemnification by Landlord.

Landlord hereby represents and warrants to County that there is not located in, on, upon, over, or under the Premises: (i) asbestos in any form; (ii) urea formaldehyde foam insulation; (iii) polychlorinated biphenyls; or (iv) any other chemical, material, or substance which is prohibited, limited, or regulated by federal, state, county, regional, or local authority. If said substance(s) exist, Landlord shall promptly remove said substance(s) at Landlord's sole cost and expense. County shall be fully responsible for any pollutants, odors, vapors, chemicals, and the like emitted by County's own furniture, fixtures, office machines, and equipment.

**ARTICLE VI
INSURANCE**

Section 6.01 Liability Insurance.

County shall, during the entire Term hereof, provide Landlord with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One Hundred Thousand Dollars (\$100,000) per person and Two Hundred Thousand Dollars (\$200,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. In the event the Legislature should change the County's exposure by Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

Section 6.02 Personal Property.

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

Section 6.03 Insurance by Landlord.

Landlord shall, during the entire Term hereof, provide County with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One

Hundred Thousand Dollars (\$100,000) per person and Two Hundred Thousand Dollars (\$200,000) per incident or occurrence. In the event the Legislature should change the Landlord's exposure by Statute above or below the sums insured against, the Landlord shall provide insurance to the extent of that exposure.

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

In the event the Building and/or Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, County shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event County does not exercise its right to terminate this Lease due to any such casualty, Landlord shall promptly commence restoration of the Building and diligently pursue such restoration to completion using materials of like kind and quality or better.

ARTICLE VIII UTILITIES AND SERVICES

Landlord shall provide water, sewer, electricity, gas and telephone utility service to the Premises boundary, at Landlord's sole cost and expense. Landlord shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges or assessments for water, sewer and trash collection and removal and any other utility used or consumed by County. Landlord shall not be liable for an interruption or failure in the supply of such service to the Premises resulting from a failure of the utility company to provide service to the Premises.

Notwithstanding the foregoing, County shall be responsible for and promptly pay when due directly to the utility company or service provider, all connection and service charges for electricity, telephone, satellite, cable and internet used or provided to County.

ARTICLE IX ASSIGNMENT AND SUBLETTING

County may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet all or any portion of the Premises, without Landlord's prior written consent, which shall not be unreasonably withheld. In the event of an approved assignment, County shall be

released from any further obligation hereunder. Any sale, mortgage, pledge, or encumbrance of the Property and/or Building by Landlord shall be subject to the terms of this Lease.

ARTICLE X DEFAULT

Section 10.01 Default by County.

The occurrence of any one or more of the following shall constitute an Event of Default by County under this Lease: (i) failure by County to pay the Annual Rent within fifteen (15) days after receipt of notice from Landlord; (ii) failure by County to perform or observe any of the agreements, covenants, or conditions contained in this Lease on County's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure; (iii) County's vacating or abandoning the Premises; or (iv) County's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Landlord shall have the right to give County notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by County, and 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 such period or within a reasonable period thereafter if the same cannot be cured within such period and County undertakes such cure within such period and the Landlord is so notified, this Lease will continue.

Section 10.02 Default by Landlord.

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

**ARTICLE XI
ACCESS BY LANDLORD**

Landlord and Landlord's agents and employees shall have the right to enter upon the Premises at all reasonable times to examine the same, and to make any repairs which may be required or permitted hereunder. Landlord shall provide County with twenty four (24) hours advance notice prior to exercising such right except in an emergency in which event no notice shall be required and shall exercise such right in a manner which minimizes the impact upon County's use of the Premises.

**ARTICLE XII
ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County. Notwithstanding anything in this Lease to the contrary, County shall have the right to cancel this Lease for any reason upon ninety (90) days prior written notice to Landlord, whereupon the parties shall be relieved of all further obligation hereunder.

**ARTICLE XIII
QUIET ENJOYMENT**

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

**ARTICLE XIV
CONDEMNATION**

If all or part of the Building and/or Premises shall be taken, condemned or conveyed pursuant to an agreement in lieu of condemnation for public or quasi public use, the entire compensation or award therefore, including any severance damages, shall be apportioned between Landlord and County in proportion to the value of their respective interests and the rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Premises. County shall also be entitled to receive compensation for the value of any Alterations or other improvements made by County to the Premises and moving expenses. In addition, County may elect to terminate this Lease in

which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. County will be allowed not less than sixty (60) days notice to remove its property from the Premises.

ARTICLE XV MISCELLANEOUS

Section 15.01 Waiver, Accord and Satisfaction.

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

Section 15.02 Public Entity Crimes.

As provided in Florida Statutes 287.132-133, Landlord hereby certifies that neither Landlord nor employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to Florida Statutes 287.133 (3)(a).

Section 15.03 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Landlord and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or County unless reduced to writing and signed by them.

Section 15.04 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, 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 on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day,

or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the Landlord at:
City of South Bay
Attn: City Manager
335 SW 2nd Avenue
South Bay, Florida 33493
Telephone: 561-996-6751
Fax: 561-996-7950
- (b) If to the County at:
Palm Beach County
Fire-Rescue Department
Attn: Administrator
50 S. Military Trail, Suite 101
West Palm Beach, Florida 33415
Telephone: 561-616-7000
Fax: 561-616-7080

with a copy to:

Property & Real Estate Management Division
Attention: Director
3200 Belvedere Road, Building 1169
West Palm Beach, Florida 33406-1544
Telephone: 561-233-0217
Fax: 561-233-0210

and

Palm Beach County Attorney's Office
Attn: Real Estate
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225
Fax: 561-355-4398

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

Section 15.05 Brokers' Commission.

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

Section 15.06 Severability.

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or 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 15.07 Captions.

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

Section 15.08 Recording.

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

Section 15.09 Waiver of Jury Trial.

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

Section 15.10 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

Section 15.11 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 15.12 Benefit and Binding Effect.

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

Section 15.13 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

Section 15.14 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 15.15 Non-Discrimination.

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

Section 15.16 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 effect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 15.17 Incorporation by Reference.

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

Section 15.18 Effective Date of Lease.

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

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

WITNESS:

Michelle Hall
Sign Name

Michelle Hall
Print Name

Tadwanda McClain
Sign Name

Tadwanda McClain
Print Name

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

LANDLORD:

By: [Signature]

Title: MAYOR

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

By: _____
Tony Masilotti, Chairman

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Department Director

SCHEDULE OF EXHIBITS

EXHIBIT "A" - LEGAL DESCRIPTION OF THE "PROPERTY"

EXHIBIT "B" - FLOOR PLAN OF "BUILDING"

EXHIBIT "C" - FLOOR PLAN OF "PREMISES"

EXHIBIT "A"

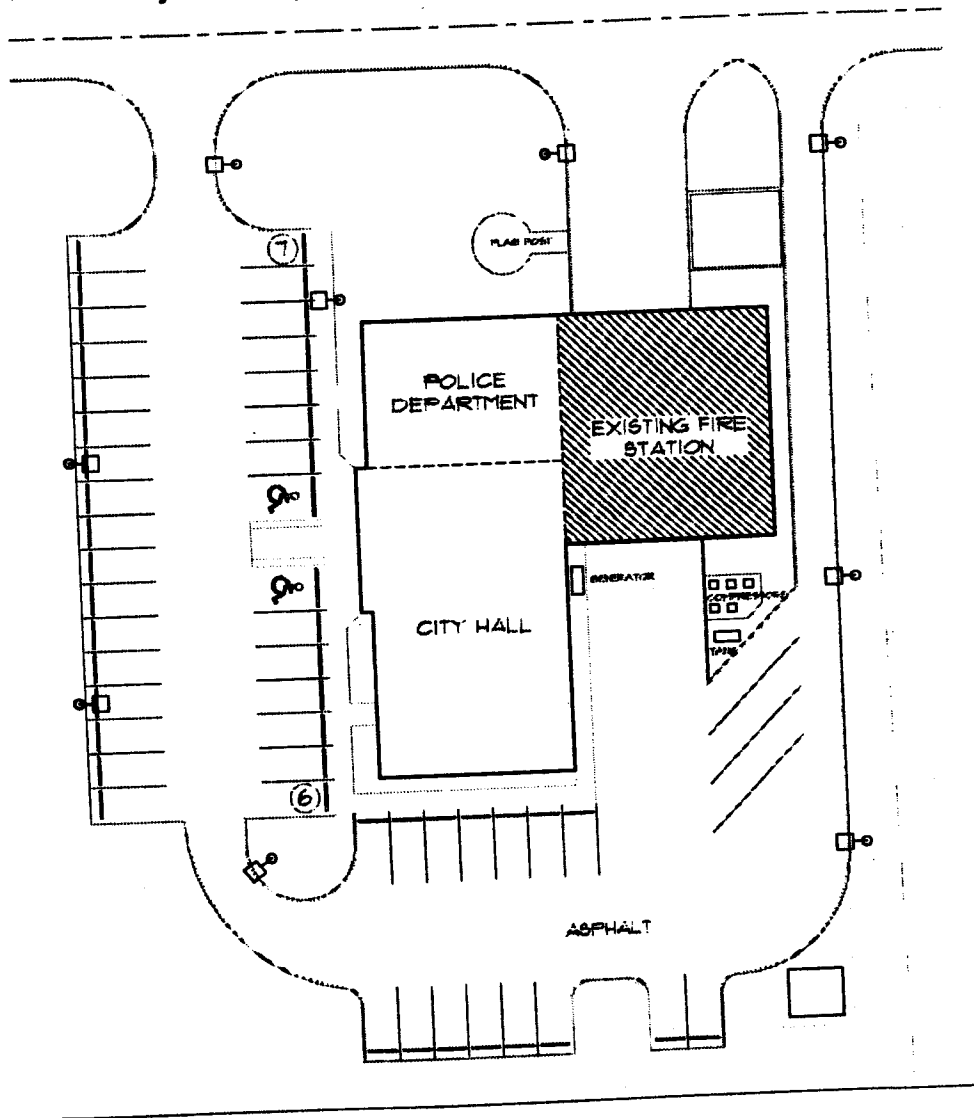
LEGAL DESCRIPTION OF THE "PROPERTY"

PARCEL CONTROL NUMBER: 58-36-44-14-15-005-0080.

LEGAL DESCRIPTION: SOUTH BAY AMENDED LOT 8, LOT 9 (LESS THE NORTH 30 FEET), LOT 12 (LESS THE SOUTH 25 FEET) & LOTS 13 TO 16 INCLUSIVE OF BLOCK E.

EXHIBIT "B" - FLOOR PLAN OF "BUILDING"

(Public Safety Building located within City Hall Complex)



Stephen Baruff, AIA
Architect + Planner, Inc.
AAC 002226
Architecture
Planning
Interior Architecture

801
Northpoint Parkway
Suite 121
West Palm Beach
Florida 33407

Stephen Baruff ARCHITECT
Plan Study

South Bay
Fire
Station



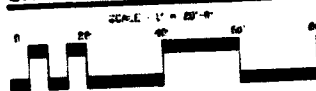
PBC FIRE
RESCUE

SOUTH BAY
FIRE STATION

205 SW Second Ave
South Bay,
Florida 33409

Project No. 06.011

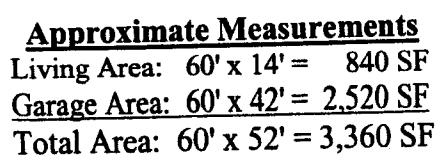
SITE PLAN



SPA1

of 1

(Approx. 3,360 SF located within Public Safety Building)



**THE NEW Standard Auto
Group, Inc.,
Florida Division**

**Little Earth County
Fertile in Deeds**

**PBC FIRE
RESCUE**



**South Bay
Fire
Station
No. 74**



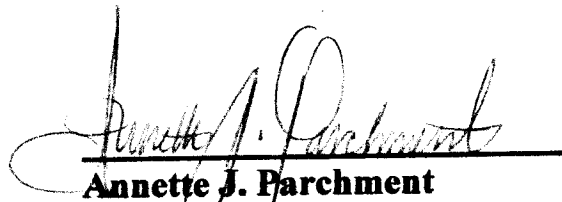
CERTIFICATION OF TRUE COPY

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, the undersigned, duly appointed Deputy City Clerk of the City of South Bay, Florida, **HEREBY CERTIFY** that the attached hereto is a true and correct copy of **Resolution No. 38-2006**; Authorizing the Mayor to Enter into a Lease Agreement with Palm Beach County on Behalf of the Palm Beach County Fire Rescue Department.

WITNESS, my hand and the corporate seal of the City of South Bay, Florida, this **24th** day of **July**, 2006.

(Corporate Seal)


Annette J. Parchment
Deputy City Clerk
CITY OF SOUTH BAY
FLORIDA

RESOLUTION NO. 38-2006

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH PALM BEACH COUNTY ON BEHALF OF THE PALM BEACH COUNTY FIRE RESCUE DEPARTMENT.

WHEREAS, the City of South Bay has entered into an agreement with Palm Beach County to provide Fire-Rescue service as of October 1, 2006; and

WHEREAS, Palm Beach County desires to lease a portion of the building to provide fire rescue services to the City of South Bay; and

WHEREAS, the premises shall be used for the establishment and operation of a Fire Rescue Station; and

WHEREAS, Palm Beach County has agreed to expend over \$200,000.00 into the renovation of the existing fire station in an effort to provide reasonable operational, living, and working conditions temporarily; and

WHEREAS, City staff is currently working with Palm Beach County Fire Rescue in securing a location for the construction of a new fire station; and

WHEREAS, the County shall pay to the City for the use and occupancy of the premises an annual gross rental of One and 00/100 Dollar (\$1.00).

NOW THEREFORE, Be it resolved by the City Commission of the City of South Bay, Palm Beach County, Florida, Authorizing the Mayor to Enter into an Agreement with Palm Beach County, on behalf of the Palm Beach County Fire Rescue Department for an Annual Gross Rental of **\$1.00**.

DONE AND RESOLVED in regular session of the City Commission of the City of South Bay, Florida, on this 18th day of July, 2006.

Mayor

Vice-Mayor

Commissioner

Commissioner

Commissioner

ATTEST:

Virginia K. Walker
Virginia K. Walker, City Clerk

CERTIFICATE OF COVERAGE

Certificate Holder

PALM BEACH COUNTY BOARD OF COUNTY
COMMISSIONERS
FACILITIES DEVELOPMENT & OPERATIONS
DEPARTMENT
3200 BELVEDERE ROAD BUILDING 1169
WEST PALM BEACH FL 33406 1544

Administrator

Issue Date 07/24/06

Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT,
TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE
AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0563

COVERAGE PERIOD: FROM 10/1/06

COVERAGE PERIOD: TO 10/1/06 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- ☒ Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- ☒ Errors and Omissions Liability
- ☒ Supplemental Employment Practice
- ☒ Employee Benefits Program Administration Liability
- ☒ Medical Attendants/Medical Directors' Malpractice Liability
- ☒ Broad Form Property Damage
- ☒ Law Enforcement Liability
- ☒ Underground, Explosion & Collapse Hazard

Limits of Liability
* Combined Single Limit

Deductible \$2,500

Automobile Liability

- ☐ All owned Autos (Private Passenger)
- ☐ All owned Autos (Other than Private Passenger)
- ☐ Hired Autos
- ☐ Non-Owned Autos

Limits of Liability
* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- ☐ Buildings
 - ☐ Basic Form
 - ☐ Special Form
- ☐ Personal Property
 - ☐ Basic Form
 - ☐ Special Form
- ☐ Agreed Amount
- ☐ Deductible N/A
- ☐ Coinsurance N/A
- ☐ Blanket
- ☐ Specific
- ☐ Replacement Cost
- ☐ Actual Cash Value

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- ☐ Statutory Workers' Compensation
- ☐ Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- ☐ Deductible N/A
- ☐

Automobile/Equipment - Deductible

- ☐ Physical Damage N/A - Comprehensive - Auto N/A - Collision - Auto N/A - Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,500,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 788.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Lease Agreement for Palm Beach County Fire-Rescue

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

CITY OF SOUTH BAY
335 SW 2ND AVENUE
SOUTH BAY FL 33483

CANCELLATIONS
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES

Michael P. Mado

AUTHORIZED REPRESENTATIVE

BUDGET AVAILABILITY STATEMENT

PREM Item
9/12/06 BCC agenda
get original
for file
is added to
contract list
7/27/06

REQUEST DATE: 7/27/2006

REQUESTED BY: Steven K. Schlamp, Property Specialist, FD&O - PREM

SENT TO: Deputy Chief Randy Sheppard, Fire-Rescue Department

PROJECT NAME: Fire Rescue So Bay City Hall

IS ITEM INCLUDED IN CURRENT BUDGET: YES _____ NO _____

BUDGET ACCOUNT NO:

FUND: 1300 DEPT: 440 UNIT: 4230 OBJ: 4410 PROGRAM: _____ FY 2006
1300 440 4237 4410 FY 2007-2010

FIVE YEAR SUMMARY OF FISCAL IMPACT:

FISCAL YEARS	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
CAPITAL EXPENDITURES	_____	_____	_____	_____	_____
OPERATING COSTS	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
EXTERNAL REVENUE	_____	_____	_____	_____	_____
PROGRAM INCOME (COUNTY)	_____	_____	_____	_____	_____
IN KIND MATCH (COUNTY)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$1</u>	<u>\$1</u>	<u>\$1</u>	<u>\$1</u>	<u>\$1</u>

PROPOSED BCC MEETING DATE: 9/12/2006

BAS APPROVED BY: _____

DATE: 7/27/06

G:\Property Mgmt Section\Out Lease\Fire Res STN #74 So Bay\BAS.ToRandyF-R.072706.doc

ATTACHMENT # **3**