

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2007 | 2008 | 2009 | 2010 | 2011 |
|--------------------------|---------------|---------------|------|------|------|
| Capital Expenditures | | | | | |
| Operating Costs | 12,500 | 12,500 | | | |
| Operating Revenues | | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | 12,500 | 12,500 | | | |

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes No
 Budget Account No: Fund 4100 Department 120 Unit 1340 Object 4414
 Reporting Category _____

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

The Lease Agreement for Property is estimated to cost \$12,500 per fiscal year. Utility cost will be charged in addition to rent payments shown above. Funds will be provided from Airport revenues.

C. Departmental Fiscal Review: CM Simon

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

John Smith 10-5-06
 OFMB
 10/10/06
 10-5-06
 MM
 10-4-06

John J. Jacobson 10/10/06
 Contract Dev and Control
 10/10/06
 These short term Leases
 comply with our review
 requirements.

B. Legal Sufficiency:

Sandra Burke 10-11-06
 Assistant County Attorney

C. Other Department Review:

 Department Director

SHORT TERM LEASE AGREEMENT

THIS SHORT TERM LEASE AGREEMENT, (this "Lease") is made and entered into _____, by and between INVESTMENT CORPORATION OF PALM BEACH, d/b/a, PALM BEACH KENNEL CLUB, 1111 N. Congress Avenue, West Palm Beach, Florida 33409, a Florida corporation ("Landlord"), and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County").

W I T N E S S E T H:

WHEREAS, Landlord is the owner of that certain real property in Palm Beach County, Florida, more particularly described in Exhibit "A", attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, the County desires to lease the Property for the purpose of overflow parking for Palm Beach International Airport during peak travel season; and

WHEREAS, Landlord is willing to lease the Property to the County for the purposes set forth herein.

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 the County, and the County rents from Landlord the Premises (as hereinafter defined) upon the following terms and conditions:

**ARTICLE 1
BASIC LEASE PROVISIONS**

Section 1.01 Premises.

The premises subject to this Lease shall consist of the Property together with any improvements now existing or hereafter constructed thereon (the "Premises").

Section 1.02 Length of Term and Effective Date.

The initial term of this Lease shall commence on November 15, 2006 (the "Commencement Date") and shall expire on January 31, 2007 ("Initial Term"), unless sooner terminated pursuant to the provisions of this Lease. Upon the expiration of the Initial Term, this Lease shall automatically renew on a month-to-month basis ("Renewal Term"); provided, however, either party may elect to not renew this Lease upon providing no less than fifteen (15) days advance written notice to the other party prior to the commencement of the next monthly period. Notwithstanding any provision of this Lease to the contrary, this Lease shall automatically expire and shall not be renewed beyond November 14, 2007. For purposes of this Lease, the word "Term" means the Initial Term and any Renewal Term.

**ARTICLE 2
RENT**

Section 2.01 Rent.

On or before the Commencement Date, the County shall pay rental to Landlord for the use and occupancy of the Premises in the amount of Four Thousand Five Hundred Dollars (\$4,500.00) for that period commencing on the Commencement Date and ending on November 30, 2006. For the remainder of the Initial Term, the County shall pay rental to Landlord for the use and occupancy of the Premises in the amount of Four Thousand Dollars (\$4,000.00) per month payable on the first day of each month in advance. For each Renewal Term, the County shall pay rental to Landlord for the use and occupancy of the Premises in the amount of Four Thousand Five Hundred Dollars (\$4,500.00) per month payable on the first day of the month in advance. This Lease is intended to be a "gross" lease and the County's obligations hereunder shall be limited to those specifically set forth herein.

Section 2.02 Payment.

All rent due hereunder shall be payable on or before the first day of each and every month throughout the Term of this Lease. If the Term hereof expires on other than the first or last day of a calendar month, the monthly rent payable for such month shall be prorated. The County is a tax-exempt entity. No sales or use tax shall be included or charged with monthly rent. Payment of rent will be made by the County upon the receipt of an invoice from Landlord mailed to: Department of Airports, Accounting Section, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470. Each monthly 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 12.04 of this Lease.

**ARTICLE 3
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 parking lot and ancillary purposes. The 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.

Section 3.02 Conduct.

The 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.

Section 3.03 Security.

The County will be responsible for any security measures deemed necessary by the County for the Premises.

Section 3.04 Surrender of Premises.

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

**ARTICLE 4
ALTERATION OF PREMISES**

Section 4.01 Improvements by Landlord.

The County accepts the Premises in its "as is" condition. Landlord shall not be obligated or required to make any improvements whatsoever to the Premises.

Section 4.02

A. Improvements by the County.

The County shall be entitled to make alterations, improvements, or additions to the Premises, at its sole cost and expense, to the extent necessary to render the Premises useable for the purposes set forth herein, (hereinafter, collectively "Alterations"), with Landlord's prior written consent, which approval shall not be unreasonably withheld. Landlord acknowledges and agrees that all the County's Alterations (if any) installed on the Premises by the County, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of the County, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. Landlord shall provide written response within five (5) days after receipt of request therefore by the County, failing which Landlord shall be deemed to have consented to the County's request. All work done by the 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 the County shall comply with the Construction Lien Law, Chapter 713, Part I, Florida Statutes, in the construction of any improvements to the Premises and shall obtain a public construction performance bond in accordance with Section 255.05, Florida Statutes, 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 the County, the party performing such work shall promptly cause such lien to be removed from the Premises.

Section 4.03 Signs.

The County shall be responsible for installation any necessary barricades and signage on the Premises, at its sole cost and expense.

ARTICLE 5 REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of Landlord.

Landlord shall not be obligated or required to make any repairs or conduct any maintenance whatsoever to the Premises, except as required by law.

Section 5.02 Responsibility of County

The County shall maintain the Property and any improvements constructed thereon by the County in good and adequate condition, normal wear and tear and casualty excepted, at its sole cost and expense. Notwithstanding the foregoing, the County shall have no obligation to repair any damage arising from any negligent or intentional act or omission of Landlord, its employees, agents or invitees.

Section 5.03 Hazardous Substances

Landlord hereby represents and warrants to the County that to the best of Landlord's knowledge that the Property is not in violation of any federal, state or local laws, rules, orders and regulations protecting human health, the environment and/or natural resources, as such laws, rules, orders and regulations are now or hereafter amended, including, without limitation, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation and Recovery Act and Comprehensive Environmental Response, Compensation and Liability Act of 1980.

ARTICLE 6 INSURANCE

Section 6.01 Liability Insurance.

The County shall 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, or such limits as may be prescribed by the legislature of the State of Florida.

Section 6.02 Personal Property.

Any 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.

ARTICLE 7

UTILITIES

The County shall be solely responsible for and promptly pay directly to the utility company or service provider all charges or assessments for electricity consumed by the County.

ARTICLE 8 ASSIGNMENT AND SUBLETTING

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

ARTICLE 9 DEFAULT

Section 9.01 Default by the County.

The occurrence of any one or both of the following shall constitute a default by the County under this Lease: (i) failure by the County to pay rent within fifteen (15) days after receipt of notice from Landlord; or (ii) failure by the 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. If the County remains in default beyond the applicable cure period, Landlord shall have the right to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by the County. Notwithstanding the foregoing, if the default is cured within the aforementioned thirty (30) day notice period or if the default cannot be cured within the applicable cure period and the County undertakes such cure within such period and diligently pursues the cure to completion, this Lease shall not be terminated.

Section 9.02 Default by Landlord.

Landlord shall be in default of this Lease if Landlord fails to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and Landlord fails to remedy the same within thirty (30) days after notice from the 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 the 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, the County, at the County's option, may either cure the default and Landlord shall reimburse the County for all expenses incurred by the County in doing so, or the County may give to the Landlord a thirty (30) days notice specifying that the County intends to terminate this Lease. Upon expiration of the thirty (30) day period, this Lease and all obligations of the County

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

**ARTICLE 10
ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Lease and all obligations of the County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County. Notwithstanding any provision of this Lease to the contrary, the County shall have the right to terminate this Lease for any reason upon fifteen (15) days prior written notice to Landlord, whereupon the parties shall be relieved of all further obligation hereunder.

**ARTICLE 11
QUIET ENJOYMENT**

Upon the observance and performance of all the covenants, terms, and conditions on the 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 12
MISCELLANEOUS**

Section 12.01 Waiver, Accord and Satisfaction.

The waiver by either party 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.

Section 12.02 Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, 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 Section 287.133 (3)(a), Florida Statutes.

Section 12.03 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Landlord and the 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 the County unless reduced to writing and signed by them.