

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(21,705.90)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(21,705.90)	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

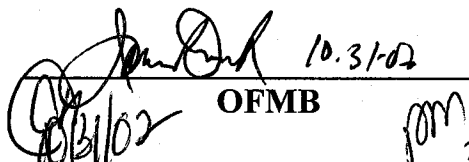
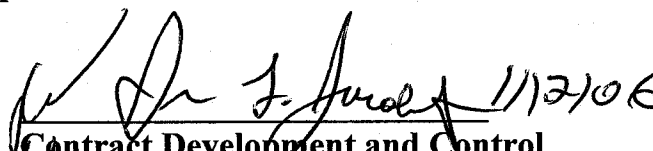
Budget Account No: Fund 0001 Dept 800 Unit 8001 Object 6202
 Program _____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 10.31.02
 OFMB
 11/2/06
 Contract Development and Control
 10-31-06 11/1/06

B. Legal Sufficiency:

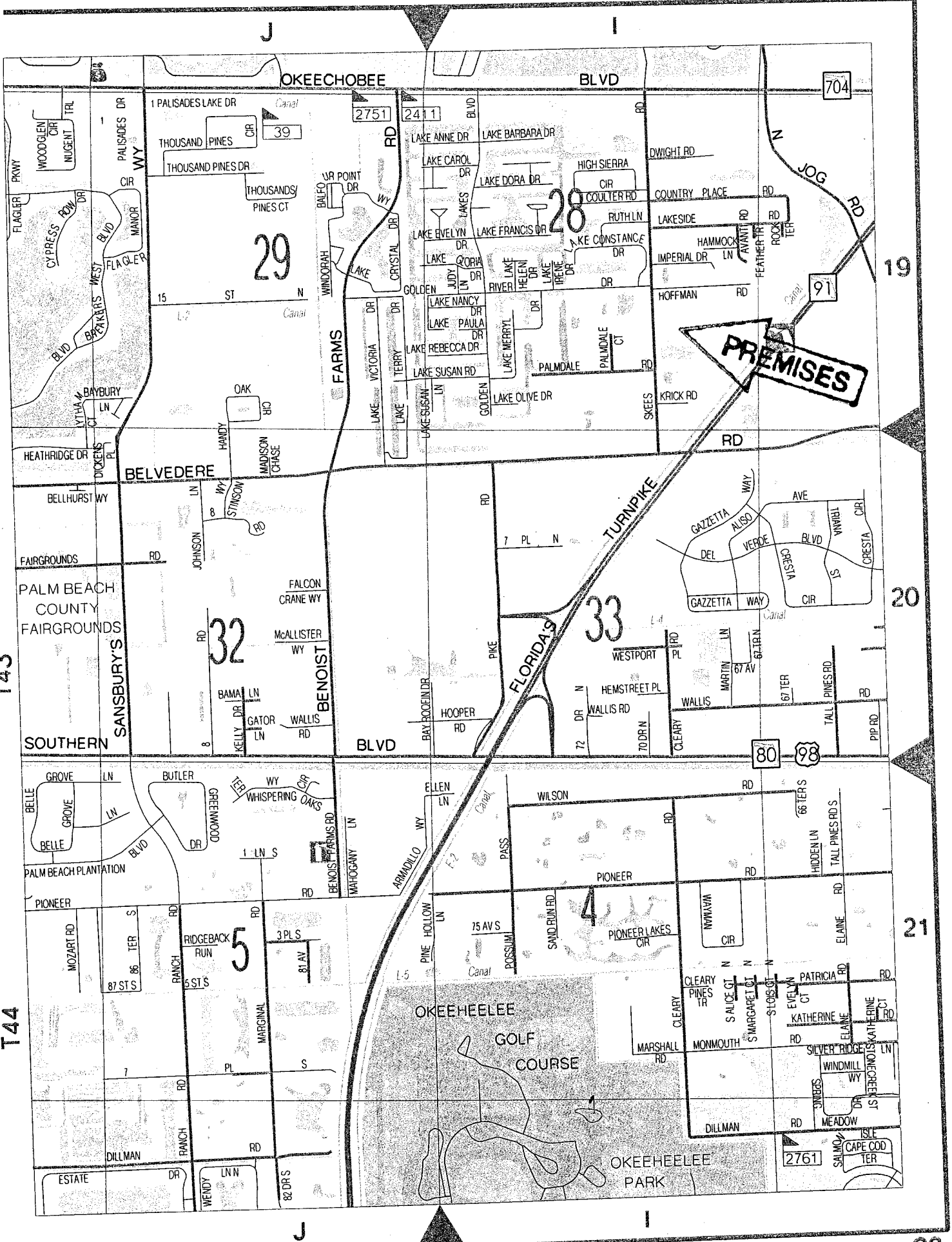
 11/6/06
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

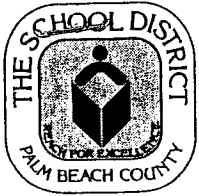
This summary is not to be used as a basis for payment.



LOCATION MAP

ATTACHMENT #1





THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA

REAL ESTATE SERVICES
3300 FOREST HILL BOULEVARD, B-246
WEST PALM BEACH, FL 33406

(561) 434-8021 FAX (561) 434-8482

BARRY I. PRESENT
DIRECTOR OF REAL ESTATE SERVICES

ARTHUR C. JOHNSON, Ph.D.
SUPERINTENDENT

RECEIVED

September 1, 2006

SEP - 7 2006

Mr. Ross C. Hering, Director
Property & Real Estate Management
Palm Beach County
3200 Belvedere Road, Bldg. 1169
West Palm Beach, Florida 33406-1544

RE: Lease Agreement -- (R2002-2261) Fairgrounds dated Dec. 17, 2002

Dear Mr. ~~Hering~~ *Ross*:

The School District has located a site as a permanent location for the Grounds Maintenance and Operations Program that will incorporate the operations that are currently located on the fairground leased site.

We are in the process of setting up a temporary facility on a portion of the new site off Belvedere and Sykes Rd., while plans are being developed for the permanent facility.

The location will require SFWMD permits as it is within the C-51 Basin. I indicated to you in the attached letter dated June 20, 2005 that we intend to vacate the fairground site by Dec. 16, 2006.

You indicated to me that the County would require use of the fairground property for the expansion of the stockade.

The permitting process for our new site is a bit more involved due to the location within the C-51 Basin. We would appreciate if the County would consider extending the lease on the fairground parcel for an additional 6 months if your plans for the expansion of the stockade will allow.

We would appreciate any consideration so we can plan accordingly.

Sincerely,

Barry I. Present
Barry I. Present, Director
Real Estate Services

cc: Samara J. Cooper, Assistant Director, PREM
Richard C. Bogatin, Property Management Manager, PREM
Joseph M. Sanches, Chief of Facilities Management
Martin Mets, Director - Maintenance & Plant Operations, SDPBC

PALM BEACH COUNTY SCHOOLS #3 IN THE NATION! VISIT WWW.PALMBEACHSCHOOLS.ORG FOR DETAILS
AN EQUAL OPPORTUNITY EMPLOYER

ATTACHMENT # 2

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN PALM BEACH COUNTY AND THE SCHOOL BOARD OF PALM BEACH COUNTY

THIS FIRST AMENDMENT is made and entered into _____ by and between Palm Beach County, a political subdivision of the State of Florida ("County") and The School Board of Palm Beach County, a corporate body politic pursuant to the Constitution of the State of Florida ("Tenant").

WITNESSETH:

WHEREAS, County and Tenant entered into a three-year Lease dated December 17, 2002 (Resolution No. R2002-2261) (the "Lease"), wherein Tenant leased from County approximately 4.53 acres of the property described in Exhibit "A" attached hereto and made a part hereof, said lease parcel being depicted in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, Tenant exercised its one-year option to extend the lease until December 16, 2006; and

WHEREAS, the Lease provides for the term of the lease to be extended with the mutual consent of the parties; and

WHEREAS, County and Tenant have agreed to extend the term of the Lease for a period of six months.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Lease.

2. Article I, Section 1.02, of the Lease, is deleted in its entirety and replaced with the following:

This Lease shall commence on December 17, 2006 (the "Commencement Date"), and shall terminate on June 16, 2007. The term of this Lease may be modified or extended with the mutual consent of the parties.

3. Article I, Section 1.03 of the Lease, is deleted in its entirety.

4. Article II, Section 2.01 of the Lease, as amended, is deleted in its entirety and replaced with the following:

Tenant shall pay County rent for the term of the Lease in the amount of Twenty One Thousand Seven Hundred Five and 90/100 Dollars (\$21,705.90) (the "Rent"), payable without notice within 30 days of the Effective Date. Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, P.O. Box 4036, West Palm Beach, Florida, 33402. This Lease shall be what is commonly referred to as "triple net" to County, it being understood by the parties that County 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.

5. Except as set forth herein, the Lease remains unmodified and in full force and effect, and County and Tenant hereby ratify, confirm, and adopt the Lease as amended hereby.

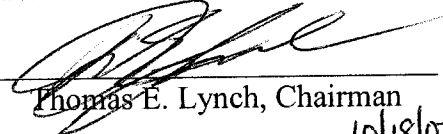
6. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of Commissioners (the "Effective Date").

ATTACHMENT # 3

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

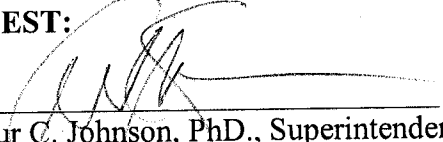
Signed in the presence of:

TENANT:
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic pursuant to the Constitution of the State of Florida

By: 
Thomas E. Lynch, Chairman
10/18/06

Approved as to Form:

 9/21/06
School Board Attorney

ATTEST:
By: 
Arthur C. Johnson, PhD., Superintendent

Date: 10/18/06
10

ATTEST:

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

SHARON R. BOCK
CLERK & COMPTROLLER

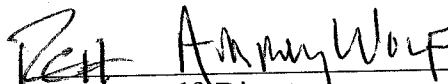
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS


Audrey Wolf, Director
Facilities Development & Operations