

3H-10

Agenda Item #:

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

Meeting Date:	November 21, 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

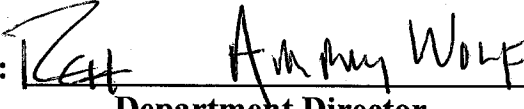
Motion and Title: Staff recommends motion to approve: a First Amendment to Lease Agreement (R-2002-2261) with the School Board of Palm Beach County for continued use of approximately 4.53 acres located adjacent to the County Stockade on Fairgrounds Road for \$21,705.90.

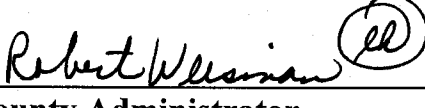
Summary: Since 2002, the School Board has leased 4.53 acres of County-owned land located on the south side of Fairgrounds Road for use as a temporary grounds maintenance operation. The initial term of the Lease was for three (3) years, with one (1) extension period which will expire on December 16, 2006. This First Amendment will extend the term for six (6) months, from December 17, 2006, through June 16, 2007. The rent for this extension period is \$21,705.90. The School Board has requested this extension due to permitting delays for its new site. Staff supports this extension as it will not interfere with the County's construction schedule for the expansion of the adjacent County Stockade. All other terms of the Lease Agreement remain unchanged. (PREM) District 6 (HJF)

Background and Justification: On December 17, 2002, the Board approved the initial Lease Agreement and on September 13, 2005, the Board was notified of the School Board's exercise of its option to extend the lease term until December 16, 2006 (R2005-1718). This First Amendment will extend the term of the Lease Agreement for a six (6) month period ending June 16, 2007.

Attachments:

1. Location Map
2. Letter of Request from the School District
3. First Amendment To Lease Agreement

Recommended By:		<u>10/26/06</u>
	Department Director	Date

Approved By:		<u>11/8/06</u>
	County Administrator	Date

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 _____

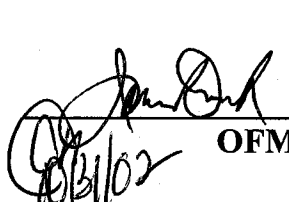
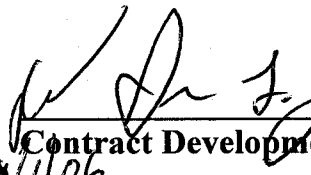
Budget Account No: Fund 0001 Dept 800 Unit 8001 Object 6202
Program _____

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:

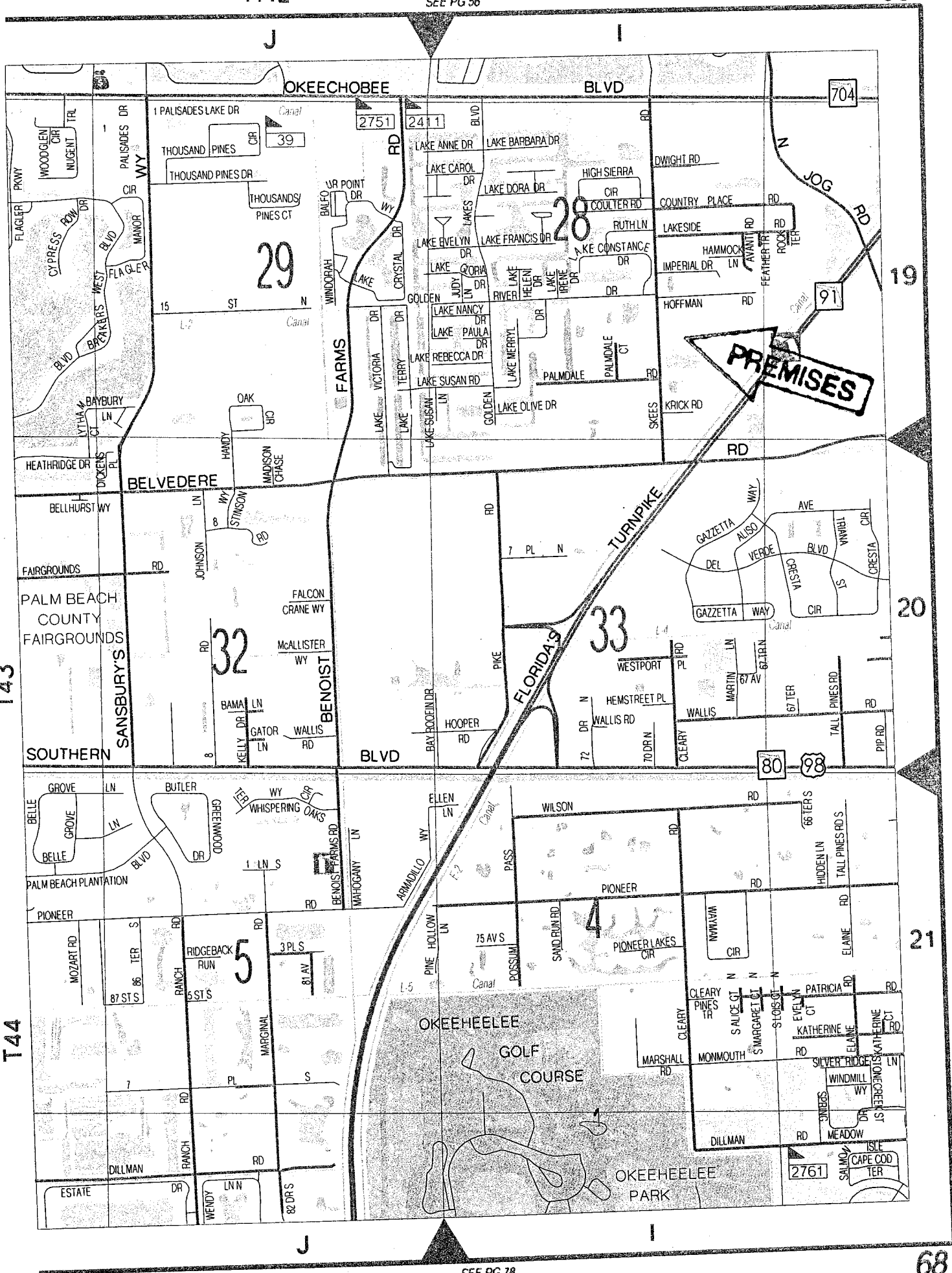
 11/6/06
Assistant County Attorney

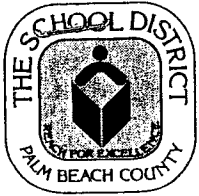
This amendment complies with
our review requirements.

C. Other Department Review:

Department Director

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





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:

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, 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

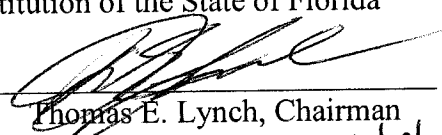
IN WITNESS WHEREOF, the parties have duly executed this First Amendment as of the day and year first written above.

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

ATTEST:

By:


Arthur C. Johnson, PhD., Superintendent

Date:

10/18/06

10

Approved as to Form:


School Board Attorney

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

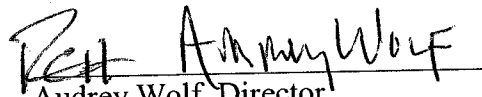

Audrey Wolf, Director
Facilities Development & Operations

EXHIBIT "A" to Lease

Description of County's Property

The following described land, situate, lying and being in Palm Beach County, Florida.

TRACT 8, BLOCK 8, PALM BEACH FARMS COMPANY PLAT NO. 3, AS SAME IS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS HOWEVER, THE SOUTH 20.59 FEET THEREOF (AS MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE) AND LESS THE WEST 45.58 FEET THEREOF (AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE).
CONTAINING 18.71 ACRES, MORE OR LESS.

P.C.N. 00-42-⁴³~~45~~-27-05-008-0081

EXHIBIT "B" To Lease

The Premises

