Agenda Item #:

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:	February 27, 2007	[X] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing			
Department:	Facilities Development & Operations					

### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to Internal Ground Lease (R2000-1870) dated November 21, 2000 with the Department of Airports for land located at 1166 Marine Drive in West Palm Beach.

**Summary:** The Community Service Department's Division of Head Start and Children's Services currently leases 11,200 square feet (140' by 80') of land from the Department of Airports. The property is located at 1166 Marine Drive on the west side of 6<sup>th</sup> Street, north of Belvedere Road in West Palm Beach. In order to create office space for its administrative staff, the Division placed a 1700 Sq. ft. office modular on this property. The Division's staff will be relocating less than 1/4 mile to 3323 Belvedere Road, Building 502, in West Palm Beach. This First Amendment will provide for the termination of the Internal Ground Lease, effective February 28, 2007, and a 60-day period for the Division to remove the modular building and restore the land. (PREM) District 2 (JMB)

**Background and Justification:** The Community Services Department's, Head Start and Children's Services Division has been leasing 11,200 Sq. ft. of land since November 21, 2000 from the Department of Airports at a current rate of \$5,488 per year (\$0.49/sf).

### Attachments:

- 1. Location Map
- 2. First Amendment to Internal Ground Lease

Recommended By:	+ Anny Worf	2/9/07
	Department Director	Date
Approved By:	Apren	2/21/07
	County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

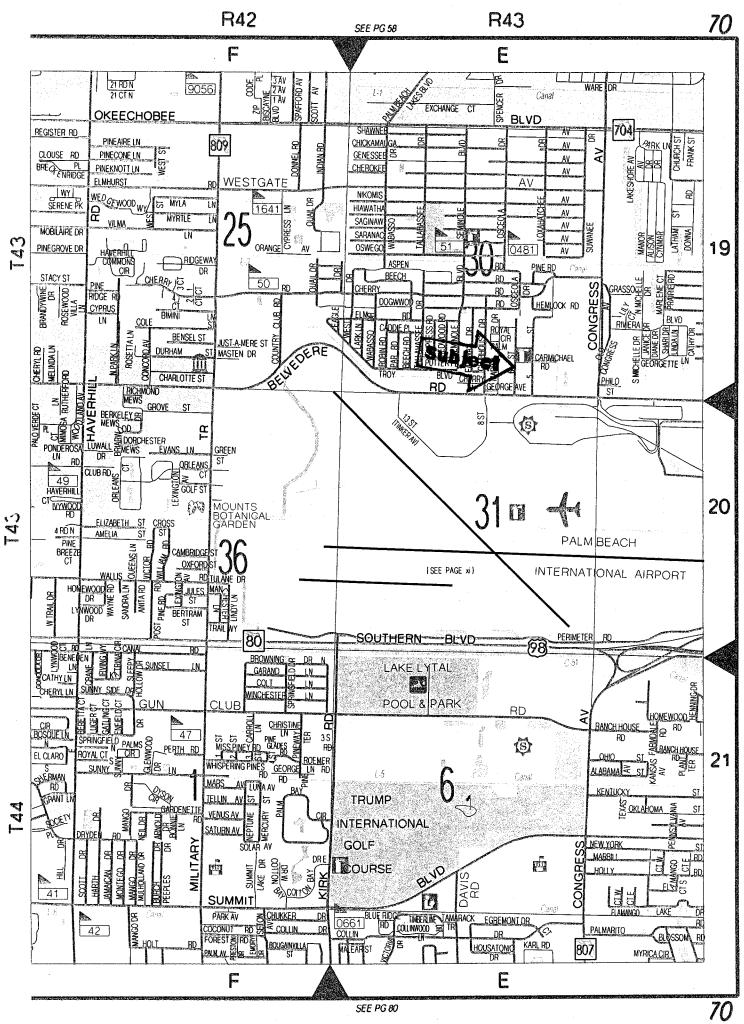
# A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					<u></u>
In-Kind Match (County)	<u></u>		<u> </u>		
NET FISCAL IMPACT	<u>-0-</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current B	udget: Yes_	No			
Budget Account No: Fur	nd De	pt	Unit	Object	
Pro	gram				
B. Recommended Sources	of Funds/Su	mmary of F	iscal Impact:		
	or r unus, ou	ininary or r	iscui impucti		
No fiscal impact					
····· <b>·</b> ···· <b>·</b> ·······················					
C. Departmental Fiscal R	eview:				
•		*****			
	III. <u>RE</u>	VIEW COM	<b>IMENTS</b>		
				•	
A. OFMB Fiscal and/or C	ontract Deve	lopment Co	mments:		
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HIHOT OFMB	4-07 CN 2113/1	Contract	t Developmen	t and Contro	>16/0°
B. Legal Sufficiency:			_		
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- Hames (	Sulw				
Assistant/County Atto	rney				

C. Other Department Review:

**Department Director** 

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



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### FIRST AMENDMENT TO INTERNAL GROUND LEASE PALM BEACH INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT to INTERNAL GROUND LEASE (the "First Amendment") is made and entered into \_\_\_\_\_\_ by PALM BEACH COUNTY, a political subdivision of the State of Florida ("COUNTY") as administered by its Board of County Commissioners (the "BOARD") on behalf of the COUNTY'S DEPARTMENT OF AIRPORTS (the "DEPARTMENT"), and its COMMUNITY SERVICES/ HEAD START AND CHILDREN'S SERVICES DIVISION (the "LESSEE"), both administrative departments of the COUNTY.

#### WITNESSETH:

WHEREAS, COUNTY, by and through the DEPARTMENT, owns and operates Palm Beach County International Airport; and

WHEREAS, pursuant to the Internal Ground Lease between the DEPARTMENT and LESSEE, dated November 21, 2000 (R2000-1870) (the "Lease"), LESSEE leases certain airport ground area as more particularly described in the Lease; and

WHEREAS, the parties hereto now desire to amend the Lease to provide for the termination of the Lease and surrender of the leasehold premises in accordance with the terms and conditions set forth herein.

**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.
- 2. Terms not defined herein shall have the same meaning as ascribed to them in the Lease.
- 3. Article I, Section 1.02, <u>Term</u>, is deleted in its entirety and replaced by the following:

The term of this Lease shall commence upon the Effective Date (the "Commencement Date") and terminate on February 28, 2007 at 12:00 A.M. (the "Termination Date"). Notwithstanding anything to the contrary contained in this Lease, LESSEE shall have sixty (60) days from the Termination Date to remove the modular building located on the Premises and to restore the Premises to substantially the same condition as of the Effective Date. No rent shall be due from LESSEE during the sixty (60) day removal and restoration period.

4. All other terms and conditions of the Lease remain unchanged.

## (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:

### SHARON R. BOCK CLERK & COMPTROLLER

By:

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant County Attorney

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

By:

Addie L. Greene, Chairperson

APPROVED AS TO TERMS AND CONDITIONS

il pren Wor ÉH Audrey Wolf, Director

Facilities Development & Operations

APPROVED AS TO TERMS AND, CONDITIONS

Bruce Pelly, Director Department of Airports