

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>9,300</u>	<u>18,600</u>	_____	_____	_____
External Revenues	<u>(7,750)</u>	<u>(15,500)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>1,550</u>	<u>3,100</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund: 1003 Agency: 145 Org. 1455 Object: 8301
 Reporting Category C424

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

Federal funds through the State of Florida Department of Community Affairs.

C. Departmental Fiscal Review: *REW*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 5-8-07
 OFMB
 m 5/31/07

[Signature] 5/19/07
 Contract Dev. and Control
 5/8/07

B. Legal Sufficiency: *05/01*

[Signature] 5/14/07
 Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

Department Director

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

PALM BEACH COUNTY

LEASE AGREEMENT

between

SUSAN STECHNIJ
and
SANTIAGO BOITON

(Lessor)

and

PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

on behalf of the

**COMMUNITY SERVICES DEPARTMENT/
COMMUNITY ACTION PROGRAM**
(Lessee)

LEASE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2007 by and between **SUSAN STECHNIJ** and **SANTIAGO BOITON** hereinafter referred to as "LESSOR"), and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, on behalf of the **PALM BEACH COUNTY COMMUNITY SERVICES DEPARTMENT, COMMUNITY ACTION PROGRAM** (hereinafter referred to as "LESSEE").

WITNESSETH:

WHEREAS, LESSEE desires to obtain temporary room accommodations as emergency assistance for its Community Action clients and it is most difficult to secure these accommodations at an economical rate; and

WHEREAS, LESSOR is willing to provide temporary room accommodations at a fixed monthly rental rate.

NOW THEREFORE, in consideration of the rent, terms, covenants, conditions and provisions hereinafter set forth, the parties mutually agree as follows:

1.00 PREMISES: LESSOR hereby leases and rents unto LESSEE, and LESSEE hereby leases from LESSOR, the following "Premises" located at 164 E. 2nd Street, Pahokee, FL 33476.

LOCATION

DESCRIPTION OF APARTMENT

Suite 1 and Suite 2

2 Room Suites w/private bath
Furnished, w/central A/C
(electricity included)

All apartment units shall be equipped with carpet and/or vinyl flooring and appliances, and furnished for residential occupancy.

2.00 RENT: During the Term of this Lease, LESSEE shall pay LESSOR for the use and occupancy of the Premises and the common areas thereto a total monthly Gross Rent of **Two Thousand Three Hundred Twenty-Five Dollars (\$2,325.00)**. LESSEE is a tax exempt entity as is evidenced by tax exemption #60-22-115-197-53C. No sales tax shall be included or charged with Rent.

3.00 PAYMENT: Payment of Rent will be made on a monthly basis in the amount of **Two Thousand Three Hundred Twenty-Five Dollars (\$2,325.00)** upon the receipt of an invoice delivered to Maureen Perrault, Community Action Program, 810 Datura Street, West Palm Beach, Florida 33401. The invoice must be delivered at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due. Payment will be delivered to the LESSOR as stated in Paragraph 9.00. Prior to payment of each invoice hereunder, the LESSOR's designated Project Manager shall, at the LESSEE's option, meet with the LESSEE's Property Manager to inspect the condition of the Premises, and the maintenance and services provided by the LESSOR for the Premises and common areas. The LESSOR shall promptly correct any deficiencies. Waiver of this provision for any period shall not constitute a waiver as to any future period.

4.00 TERM: The Term of this Lease shall be for twelve (12) months commencing on June 1, 2007 and expiring on May 31, 2008. LESSEE shall have the right to terminate this Lease at any time without cause, such termination to be effective upon LESSOR's receipt of written notice from LESSEE. In the event LESSEE terminates this Lease without cause, the Rent shall be prorated to a date thirty (30) days after LESSOR's receipt of written notice from LESSEE.

5.00 OPTION TO RENEW: LESSEE is granted the option to renew the Term of this Lease for one (1) additional period of twelve (12) months under the terms and conditions as set forth herein, and LESSEE shall exercise its right to renew in the following manner:

(i) At least thirty (30) days prior to the expiration of the Term, LESSEE shall notify LESSOR in writing of its election to exercise the right to renew the Term of this Lease.

(ii) Upon LESSEE's giving of such written notice of its election to renew this Lease, subject to the terms and conditions set forth herein, this Lease and all its terms and conditions shall be deemed to be renewed for a period of eight (8) months from the date of the expiration of the Term, without the execution of any further lease or instrument.

6.00 USE OF PREMISES: LESSEE will use and occupy the Premises solely for providing temporary room accommodations to the clients of its Community Action Program Division. LESSEE will not use or occupy the Premises for any unlawful purpose and both LESSOR and LESSEE will comply with all present and future laws, ordinances, regulations, and orders of any other public or quasi-public authority having jurisdiction over the Premises. LESSEE agrees to inform its clients scheduled to use the Premises that their use of the Premises shall be governed by the normal rules and regulations applicable to all of LESSEE's clients and residents of the LESSOR's building/property in which the Premises are located and that violation of said rules and regulations can result in their expulsion from the Premises.

7.00 NON DISCRIMINATION: LESSOR shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation or disability with respect to any activity occurring on the Premises.

8.00 ASSIGNMENT AND SUBLETTING: LESSEE shall have the right to assign this Lease to, or permit the occupancy or use of the Premises by, any department or agency of Palm Beach County. Otherwise, LESSEE will not assign, transfer, mortgage, or otherwise encumber this Lease or sublet or rent the Premises, or any part thereof, without obtaining the prior written consent of LESSOR, which consent shall not be unreasonably withheld.

9.00 NOTICES: It is understood and agreed between the parties hereto that written notice mailed prepaid certified, return receipt requested, or hand delivered to the LESSOR at 164 E. 2nd Street, Pahokee, FL 33476 attention Susan Stechnij, shall constitute sufficient notice to the LESSOR and written notice mailed prepaid certified, return receipt requested, or hand delivered to the office of the LESSEE, located at 810 Datura Street, West Palm Beach, Florida 33401, to the attention of Maureen Perrault, with a copy to the Palm Beach County Attorney's Office, 301 No. Olive Avenue, West Palm Beach, Florida 33401, shall constitute sufficient notice to the LESSEE, to comply with the terms of this Lease.

copy to the Palm Beach County Attorney's Office, 301 No. Olive Avenue, West Palm Beach, Florida 33401, shall constitute sufficient notice to the LESSEE, to comply with the terms of this Lease.

10.00 NO WASTE, NUISANCE OR ILLEGAL USE: LESSEE shall not commit waste on the Premises demised herein, nor maintain, commit or permit the maintenance or commission of a nuisance thereon, or use such Premises for an unlawful purpose. LESSEE shall conform to all applicable laws and ordinances respecting the use and occupancy of the Premises herein relating to matters not covered elsewhere herein, provided it shall not be required to make alterations, additions, or improvements to such Premises in order to conform therewith.

11.00 ALTERATIONS, ADDITIONS AND IMPROVEMENTS: LESSEE shall not make alterations, additions or improvements on the Premises without first obtaining written consent of LESSOR, which consent shall not be unreasonably withheld. All alterations, additions and improvements shall be done at LESSEE's expense, and shall become the property of the LESSOR upon termination of this Lease without disturbance, molestation or injury. LESSEE shall keep the Premises free and clear of liens arising out of any work performed, material furnished or obligations incurred by the LESSEE, including mechanics liens.

12.00 PEACEFUL DEMISE: LESSEE shall and peaceably have, hold and enjoy the Premises subject to the other terms hereof provided LESSEE pays the rent herein recited and performs all its covenants and agreements herein contained.

13.00 ACCESS FOR INSPECTION AND REPAIR: LESSEE shall allow LESSOR and its agents free access at all reasonable times to the Premises, for the purpose of inspecting or making repairs, additions, or alterations to the Premises or any property owned by or under the control of LESSOR.

14.00 DAMAGE OR DESTRUCTION BY FIRE, WAR OR ACT OF GOD: In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, whereby the same shall be rendered untenable, then the LESSOR shall have the right to fifteen (15) days to commence restoration and thereafter diligently pursue the restoration. In no event shall restoration take more than 30 days to complete and make the Premises tenantable. If any part of the said Premises are not rendered tenantable within said time, it shall be optional with LESSEE to cancel this Lease, and in the event of such cancellation, the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. Rent shall abate while the Premises are untenable.

15.00 DEFAULT BY LESSEE:

15.01 The following constitute "events of default" under this Lease: (1) LESSEE shall fail punctually to pay any monthly installment of Rent payable by LESSEE under this Lease and such failure shall continue for more than thirty (30) days after due date; (2) LESSEE shall fail to perform or observe any of the other agreements, covenants or conditions contained in the Lease on LESSEE's part to be performed or observed and such failure continue for more than ten (10) days after notice; (3) LESSEE shall file a petition under bankruptcy for insolvency law, or make a general assignment for the benefit of creditors; (4) an involuntary petition shall be filed against LESSEE under any bankruptcy or insolvency law and such petition is not dismissed or withdrawn within thirty (30) days; or (5) LESSEE's leasehold estate shall be taken by execution, attachment or process of law.

15.02 If an event of default occurs, then, and at any time thereafter while the event of default continues, LESSOR shall have the right to give LESSEE notice that LESSOR intends to terminate this Lease upon a specified date not less than fifteen (15) days after the date of notice, 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 the fifteen (15) day period and the LESSOR is so notified, this Lease will continue.

15.03 If this Lease is terminated in this manner or by summary proceedings or otherwise, LESSOR may, immediately or at any time thereafter, without the necessity of giving any further notice, re-enter and resume possession of the Premises and, with or without legal process, remove LESSEE and those claiming under LESSEE, and remove the effects and property of either (forcibly, if necessary) without being deemed guilty of a trespass and without prejudice to any remedies for arrears of rent or for damages for breach of this Lease. No re-entry by LESSOR and no acceptance by LESSOR of the keys to the Premises shall be deemed an acceptance of a surrender of this Lease.

16.00 **DEFAULT BY LESSOR:** Upon written notice from LESSEE regarding LESSOR's failure or neglect to perform any provision of this Lease, LESSOR shall immediately commence to cure said default. In the event said default is not completely cured within fifteen (15) days thereafter, LESSEE shall have the right to terminate this Lease by written notice to LESSOR, such termination to be effective upon receipt of said notice. In the event of such termination, the rent shall be prorated to the date of termination and upon receipt of any balance owing, the parties shall be relieved of all further obligation hereunder accruing subsequent to the date of such termination.

17.00 **REPAIRS AND MAINTENANCE:** LESSOR, unless herein specified to the contrary, shall maintain the Premises hereunder in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from acts of negligence of LESSEE or its clients. LESSEE hereby accepts the Premises in the condition they are in at the beginning of this Lease. Maintenance and repair of the Premises not due to LESSEE's misuse, waste or neglect or that of its employees, agents or clients shall be the sole responsibility of LESSOR or its assigns.

18.00 **INSURANCE:**

18.01 The LESSEE shall provide, prior to its use and occupancy of the Premises, a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of \$100,000 per person or \$200,000 per incident of occurrence. In the event the Legislature should change the LESSEE's exposure by Statute above or below the sums insured against, the LESSEE shall provide insurance to the extent of that exposure.

18.02 LESSOR shall obtain and keep in full force and effect, fire, theft, and extended coverage insurance in the amount of the fair market value of the LESSOR's Lodge in which the Premises are located. In addition, LESSOR shall obtain at its sole cost and expense and keep in full force and effect, liability insurance in the amount of One Million Dollars (\$1,000,000), with the LESSEE to be named and included as co-insured. Copies of all insurance policies or certificates of same required to be provided by LESSOR under this Lease, shall be furnished by LESSOR to LESSEE within thirty (30) days of LESSOR's receipt of a fully executed copy of this Lease and shall provide for LESSEE's prior written notice of

cancellation from LESSOR's insurance carrier(s). In addition, LESSOR does hereby waive on its own behalf and on behalf of its insurance carrier(s), any and all claims against the LESSEE, its employees, agents, representatives, clients or visitors, for any loss or damage to the Premises.

19.00 PERSONAL PROPERTY: All personal property placed or moved in the Premises shall be at the risk of the LESSEE or owner thereof; LESSOR shall not be liable for any damage to said personal property, except to the extent caused by the LESSOR, its agents, or its employees willful or negligent acts or omissions.

20.00 OPERATIONS: LESSEE shall keep and maintain the Premises in a clean and healthful condition and comply with all laws, ordinances, orders, rules and regulations of the State, Federal, Municipal, County and other agencies or bodies having any jurisdiction thereof.

21.00 SEVERABILITY: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which this Lease is held invalid or unenforceable, shall not be affected thereby; and each term, covenant, and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

22.00 CONDEMNATION: In the event the Premises or portion thereof shall become subject to an eminent domain proceeding, the LESSEE shall have the option at any time after commencement of the condemnation proceeding, to terminate this Lease either as to the portion of the Premises subject to condemnation or as to the whole thereof. Such option shall be exercised by giving LESSOR a written notice of termination or partial termination, specifying the reason for such termination or and the part terminated, if the termination is partial. The parties further agree that, on the date of any order of a court of competent jurisdiction authorizing the condemnor in an eminent domain proceeding to take possession of all or a portion of the Premises, LESSEE's obligation to pay the rentals herein specified shall cease as to all or the portion or portions of the Premises subject to the taking. In addition, LESSEE shall be entitled to a rebate of rentals paid in advance for any period after the date of the order for all or the portion or portions of the Premises subject to the taking. Nothing in this provision shall be construed to limit or affect LESSEE's right to be relieved of rental obligations or the right to a rebate of rental payments in the event of earlier termination of this Lease as to all or a portion or portions of the Premises as the result of a condemnation proceeding or otherwise. Nothing in this provision shall be construed to limit or affect LESSEE's right to an award of compensation in an eminent domain proceeding for the taking of LESSEE's leasehold interest hereunder.

23.00 REMEDIES: If any action at law or in equity shall be brought to recover any rent or any other payments due under this Lease for or on account of any breach thereof, or to enforce or interpret any of the covenants, terms or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to its costs and reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered. Attorney's fees recovered hereby shall include all attorney's fees incurred in both trial and appellate proceedings.

24.00 SIGNS: It is hereby understood and agreed that any sign, notices, posters or advertising matter visible from the common areas to be used in or about the Premises in connection with the Premises leased hereunder shall be first submitted to the

LESSOR for approval before installation of same.

25.00 ANNUAL BUDGETARY FUNDING/CANCELLATION: The Term of this Agreement shall be subject to annual budgetary funding by the Board of County Commissioners of Palm Beach County and as specified in Florida Statutes, Section 287.0582. Notwithstanding anything herein to the contrary, the LESSEE may upon thirty (30) days notice cancel this Lease for any reason.

26.00 BROKER INDEMNIFICATION: Each party represents and agrees with the other that any and all claims for brokerage commissions or fees, if any, shall be paid by LESSOR in connection with this transaction. LESSOR further agrees to indemnify and hold harmless LESSEE against any and all such claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm or corporation in connection with this Lease.

27.00 HOLDOVER: Any holdover by LESSEE, with or without the consent of LESSOR, at the expiration of this Lease or any renewal thereof, shall create a new tenancy from month to month between LESSOR and LESSEE which shall be subject to all terms and conditions hereof. This holding over shall not result in a renewal or extension of this Lease.

28.00 BINDING EFFECT OF LEASE: This contract shall bind the LESSOR and its assigns or successors, and the heirs, assignees, administrators, legal representative or executors or successors, as the case may be of the LESSEE. Any transferee of the interest of LESSOR, or any successor thereto, shall, in addition to the LESSOR, be liable for the obligations of LESSOR for the entire Term or any renewal of the Term of this Lease.

29.00 SURRENDER: On the last day of the Term of this Lease or renewal hereof, or upon any earlier termination of this Lease as provided herein, LESSEE shall quit and surrender the Premises to LESSOR in good order, condition and repair, and LESSEE shall remove all of LESSEE's property from the Premises except as otherwise expressly provided in this Lease.

30.00 SERVICES SUPPLIED BY LESSOR: The following services shall be, for the Premises described in Paragraph 1.00 of this Lease, supplied by LESSOR at no charge to LESSEE:

- (A) Sewer, water.
- (B) Twenty-four (24) hour access to the building.
- (C) Trash pick-up service.
- (D) Maintenance of grounds, common areas, parking areas and exterior of the building in which the Premises are located in first class condition.
- (E) Parking space for LESSEE's clients.
- (F) Regularly scheduled extermination of common areas and the Premises for insects, rodents and other vermin.

31.00 SUBSTANCE INDEMNIFICATION: LESSOR shall provide certification that there is not located in, on, upon, over or under the Premises and equipment and facilities thereon; (i) asbestos in any form; (ii) urea formaldehyde foam insulation; (iii) polychlorinated biphenyls; or (iv) any other chemical, material or substance exposure to which is prohibited, limited or regulated by Federal, State, County, Regional or Local Authority. If said substance(s) exist on the property, it shall be the full responsibility of the LESSOR to promptly remove said substance at its expense.

32.00 VENUE: This Lease Agreement shall be governed by and in accordance with the laws of the State of Florida. To the extent allowed by law, the venue for any action arising out of or from

this Agreement shall be in Palm Beach County, Florida.

33.00 PUBLIC ENTITY CRIMES: As provided in F.S. 287.132-133, by entering into this Agreement, the LESSOR certifies that it has not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

34.00 HOLD HARMLESS: Lessor shall indemnify, defend and hold County harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs, at trial or on appeal) arising from the use of the Premises or the breach of this Lease, except to the extent attributable to the negligent or intentional act or omission of County, its employees, agents or independent contractors.

35.00 RADON GAS: In accordance with Florida law, the following notice is hereby given to Lessee: "RADON GAS": 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 your County Health Department.

36.00 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.

37.00 AGREEMENT: This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing signed by LESSOR and LESSEE.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed the day and year first above written.

ATTEST:

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

SHARON R. BOCK, Clerk/Comptroller

By: _____
Deputy Clerk

Addie L. Greene, Chairperson

LESSOR: SUSAN STECHNIJ

June Lucas
Witness Signature

Susan Stechnij
Signature

June Lucas
Print Name

Susan Stechnij
Print Name

Maureen Perrault
Witness Signature

Social Sec. # _____

Maureen Perrault
Print Name

LESSOR: SANTIAGO BOITON

Santiago Boiton
Signature

Santiago Boiton
Print Name

Social Sec. # _____

_____, 2007
Date of Execution

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Asst. County Attorney

APPROVED AS TO TERMS AND CONDITIONS

BY: [Signature]
DEPARTMENT HEAD