



**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)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>1,550</u>	<u>3,100</u>	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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  
 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. 2<sup>nd</sup> 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, martial 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. 2<sup>nd</sup> 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