

3H-22

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 10, 2007

Consent

Regular

Ordinance

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment Number One To Lease Agreement (R2002-1349) with the School Board of Palm Beach County Florida for the County's continued use of approximately 300 SF of office space within the Delray Full Service Center, at an annual rate of \$1.00.

Summary: The County's Head Start and Children Services Division currently leases approximately 300 SF of office space at the Palm Beach County School District's Delray Full Service Center, located at 301 SW 14th Avenue, Delray Beach, for the operation of a Community Outreach Program. On August 20, 2002, the Board approved the initial Lease Agreement with the School Board for a term of two (2) years, with three (3) options to extend. The County has exercised all of its options to extend the term of the Lease Agreement, which expires on August 19, 2007. This Amendment Number One extends the term of the Lease Agreement for one (1) year, from August 20, 2007 through August 19, 2008, and provides for two (2) additional one (1) year renewal options. The School Board provides all electricity, trash removal, utility service, and general maintenance to the leased facility. The annual rent for this period is \$1.00. All other terms of the Lease Agreement remain unchanged. (PREM) District 7 (HJF)

Background and Justification: The Board approved the initial Lease Agreement on August 20, 2002. The County has exercised all of its three (3) extension options, as approved by the Board on: June 22, 2004 (R2004-1440), May 17, 2005 (R2005-0991), and June 6, 2006 (R2006-0987). Florida Statutes Section 286.23 requires that a Disclosure of Beneficial Interests be obtained when a property held in a representative capacity is leased to the County. The County Attorney's Office is of the opinion that such Disclosure is not required for transactions between the County and another governmental entity. As such, Staff did not request a disclosure.

Attachments:

1. Location Map
2. Amendment Number One to Lease Agreement
3. Budget Availability Statement

Recommended By: REH Anthony Wolf
Department Director

6/20/07
Date

Approved By: [Signature]
County Administrator

6/10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs(rent)	<u>\$ 1.00</u>	<u>\$1.00</u>	<u>\$1.00</u>	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$1.00</u></u>	<u><u>\$1.00</u></u>	<u><u>\$1.00</u></u>	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget: Yes X No _____

Budget Account No: Fund 1002 Dept 147 Unit 1451 Object 4410
 Program HD20

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Handwritten signature]
 OFMB
 06/22
 06/21/07

[Handwritten signature]
 Contract Development and Control
 6/25/07

B. Legal Sufficiency:

[Handwritten signature] 6/26/07
 Assistant County Attorney

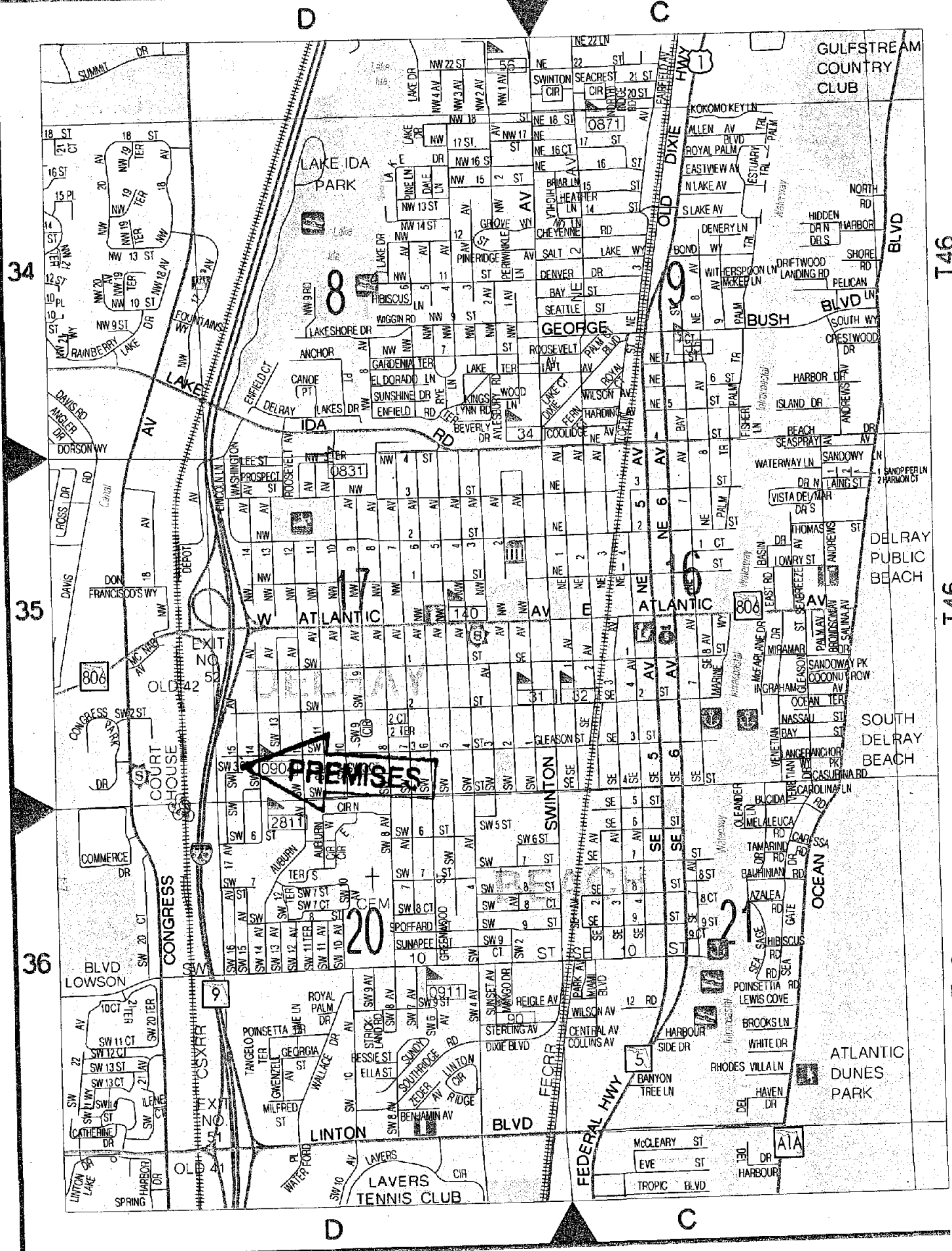
Amendment not signed by School Board at time of CAO review

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.



ATTACHMENT #1

LOCATION MAP



AMENDMENT NUMBER ONE TO LEASE AGREEMENT

THIS AMENDMENT NUMBER ONE TO LEASE AGREEMENT (R2002-1349) (the "First Amendment") is made and entered into _____ by and between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, (hereinafter referred to as "Landlord") and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, on behalf of the DEPARTMENT OF COMMUNITY SERVICES, HEAD START AND CHILDREN SERVICES DIVISION, (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated August 20, 2002 (R2002-1349) (the "Lease"), for approximately 300 square feet of office space located at Delray Full Service Center, 301 S.W. 14th Avenue, Delray Beach, Florida 33444 (the "Leased Facilities") for a term commencing on August 20, 2002, and expiring on August 19, 2004; and

WHEREAS, the Lease Agreement provided the Tenant with three (3) one-year options to renew the Lease; and

WHEREAS, Tenant exercised the first renewal option on June 22, 2004 (R2004-1440) to extend the term of the Lease until August 19, 2005; and

WHEREAS, Tenant exercised the second renewal option on May 17, 2005 (R2005-0991) to extend the term of the Lease until August 19, 2006; and

WHEREAS, Tenant exercised the third renewal option on June 6, 2006 (R2006-0987) to extend the term of the Lease until August 19, 2007; and

WHEREAS, Tenant desires to amend the Lease to extend the term for one year and provide for two (2) additional one-year renewal options; and

WHEREAS, Landlord hereby acknowledges that Tenant is not delinquent in the payment of rent and is not in default of any of the terms and conditions of the Lease; and

WHEREAS, Landlord and Tenant hereby agree that the facts set forth above are true and correct and form a part hereof.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, the Lease is amended as follows:

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

2. Section 2.A. is modified to extend the term of this Lease for an additional one (1) year term commencing on August 20, 2007 and expiring on August 19, 2008 (the "Term").

3. Section 2.C. is modified to grant Tenant the right to extend the Term of the Lease for two (2) additional one-year periods.

4. Section 10 is modified to change the address for Tenant to:

Property & Real Estate Management Division
Attn: Director
3200 Belvedere Road, Building 1169
West Palm Beach, FL 33406

5. Except as specifically modified by this First Amendment, all of the terms and conditions of the Lease not defined herein remain unmodified, in full force and effect, and are hereby ratified, confirmed and adopted by the parties.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Landlord and Tenant hereto have executed this First Amendment on the day and year first written above.

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
School Board Attorney

(Seal)

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

LANDLORD:

**THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA**, a
Corporate body politic pursuant to the
Constitution of the State of Florida

By: _____
William G. Graham, Chairman

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

TENANT:

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

By: _____
Addie L. Green, Chairperson

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Audrey Wolf, Director
Facilities Development & Operations

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app 050907.doc

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: April 6, 2007

REQUESTED BY: Nicholas Lambiase, Jr., CPM, Property Specialist, F D&O - PREM.

SENT TO: Rebecca Webb, Financial Manager II, Community Services Dept.

PROJECT NAME: Head Start Delray Full Service Center

IS ITEM INCLUDED IN CURRENT BUDGET: YES X NO

BUDGET ACCOUNT NO:

FUND: 1002 DEPT: 147 UNIT: 1451 OBJ: 4410 PROGRAM: HD20

FIVE YEAR SUMMARY OF FISCAL IMPACT:

FISCAL YEARS	2008	2009	2010	2011	2012
CAPITAL EXPENDITURES	_____	_____	_____	_____	_____
RENT	<u>\$ 1.00</u>	<u>\$ 1.00</u>	<u>\$ 1.00</u>	_____	_____
OPERATING COSTS	_____	_____	_____	_____	_____
MONTHLY UTILITIES	_____	_____	_____	_____	_____
EXTERNAL REVENUE	_____	_____	_____	_____	_____
PROGRAM INCOME (COUNTY)	_____	_____	_____	_____	_____
IN KIND MATCH (COUNTY)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$ 1.00</u>	<u>\$ 1.00</u>	<u>\$ 1.00</u>	_____	_____

PROPOSED BCC MEETING DATE: June 5, 2007

BAS APPROVED BY: Rebecca E. Webb DATE: April 9, 2007

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ATTACHMENT #3