

Agenda Item #:

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

Meeting Date: September 11, 2007 Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

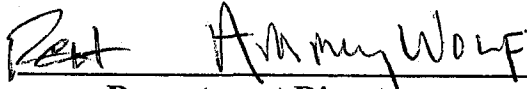

Motion and Title: Staff recommends motion to approve: the Notice of Cancellation of Lease Agreement (R2005-1714) with Habitat for Humanity Palm Beach County, Inc.

Summary: On September 15, 2005, the Board approved a tri-party Lease Agreement with Habitat for Humanity Palm Beach County, Inc. and Truth, Responsibility, Unity, Training, Hope & Success, Inc. (TRUTH) for .33 acres of land located at 1031 and 1033 State Street, West Palm Beach for the operation of its 4-H Youth Community Garden Program. The term of the Lease Agreement will expire on March 21, 2008. TRUTH was dissolved in September 16, 2005, and has not participated in the community garden since that date. Due to the loss of funding through the 4-H Youth Community Garden Program, the Cooperative Extension Services Department has requested the cancellation of the Lease Agreement, which had an annual rental rate of \$1. The County has the right to cancel this Lease Agreement for any reason upon sixty (60) days prior written notice. (PREM) District 7 (HJF)

Background and Justification: The original Lease Agreement was approved on September 13, 2005, for an initial term of one (1) year. The term of the Lease Agreement has been automatically renewed for successive one (1) year periods with the current term expiring on March 21, 2008.

Attachments:

1. Location Map
2. Notice of Lease Cancellation

Recommended By:		9/24/07
	Department Director	Date
Approved By:		9/10/07
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs (Rent)	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>- 0 -</u></u>	<u><u> </u></u>	<u><u> </u></u>	<u><u> </u></u>	<u><u> </u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____
 Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

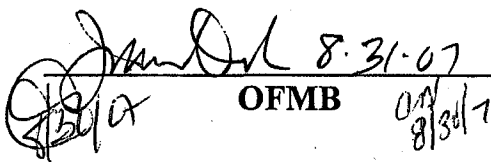
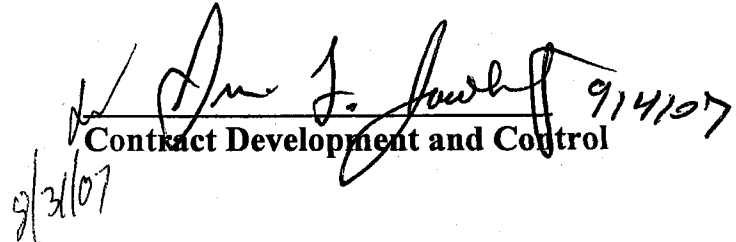
B. Recommended Sources of Funds/Summary of Fiscal Impact:

No fiscal impact.

C. Departmental Fiscal Review: _____

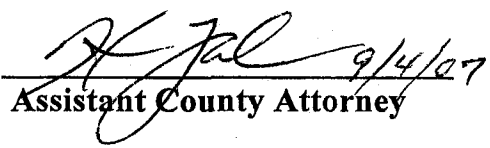
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB 8/31/07 Contract Development and Control 9/14/07

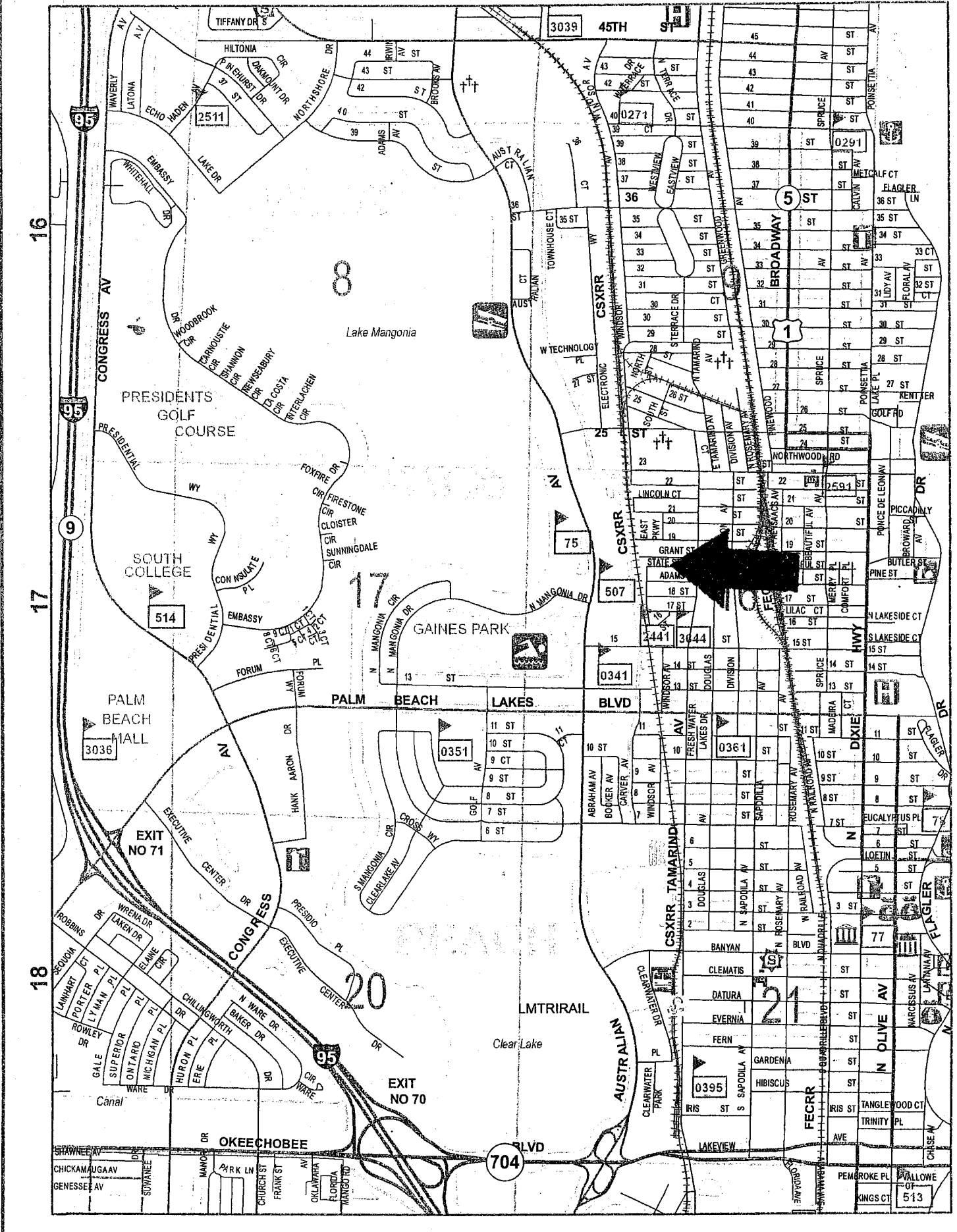
B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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



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APPENDIX #1

LOCATION MAP





**Facilities Development &
Operations Department
Property & Real Estate
Management Division**

3200 Belvedere Road
Building 1169
West Palm Beach, FL 33406-1544
(561) 233-0200
FAX: (561) 233-0210
www.pbcgov.com/fdo

**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Warren H. Newell

Mary McCarty

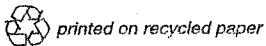
Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

*"An Equal Opportunity
Affirmative Action Employer"*



September 11, 2007

Certified Mail #70060100000579510667
Return Receipt Requested

Habitat for Humanity Palm Beach County, Inc.
Attn: Bernard Godek, Executive Director
1241 Okeechobee Road, Suite A1
West Palm Beach, Florida 33401

**Re: Notice of Cancellation of Lease Agreement –
Lease Agreement dated September 13, 2005, between Habitat
for Humanity Palm Beach County, Inc. ("Landlord") and
Palm Beach County, Florida, a political subdivision of the State
of Florida ("County"), and Truth, Responsibility, Unity,
Training, Hope & Success, Inc., a Florida not-for-profit
corporation ("Truth") (R2005-1714) (the "Lease")**

Dear Mr. Godek:

Pursuant to Section 1.02 of the Lease, County hereby provides Landlord with sixty (60) days prior written notice of County's cancellation of the Lease. Upon expiration of the sixty (60) day notice period, the Lease shall terminate (the "Lease Termination") and all performance of the Lease shall cease.

Pursuant to Section 3.04 of the Lease, County shall remove County's personal property and removable fixtures and equipment and surrender the Premises to Landlord prior to the Lease Termination. Upon surrender of the Premises, title to any Alterations shall vest in the Landlord.

Please direct any questions concerning this matter to Nick Lambiase, Jr., Property Specialist, who may be reached at (561) 233-0237 or by e-mail at nlambiase@pbcgov.com.

ATTACHMENT # 2



September 11, 2007
Notice of Cancellation of Lease Agreement
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ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: Ret. Audrey Wolf
Audrey Wolf, Director
Facilities Development &
Operations

cc: Truth, Responsibility, Unity, Training, Hope & Success, Inc.
Attn: Bennie L. Herring, II
5600 N. Flagler Drive, Suite 703
West Palm Beach, Florida 33407