



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(10.00)</u>	<u>(10.00)</u>	<u>(10.00)</u>	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>(10.00)</b></u>	<u><b>(10.00)</b></u>	<u><b>(10.00)</b></u>	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No X  
 Budget Account No: Fund 0001 Dept 410 Unit 4240 Object 6225  
 Program \_\_\_\_\_

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

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

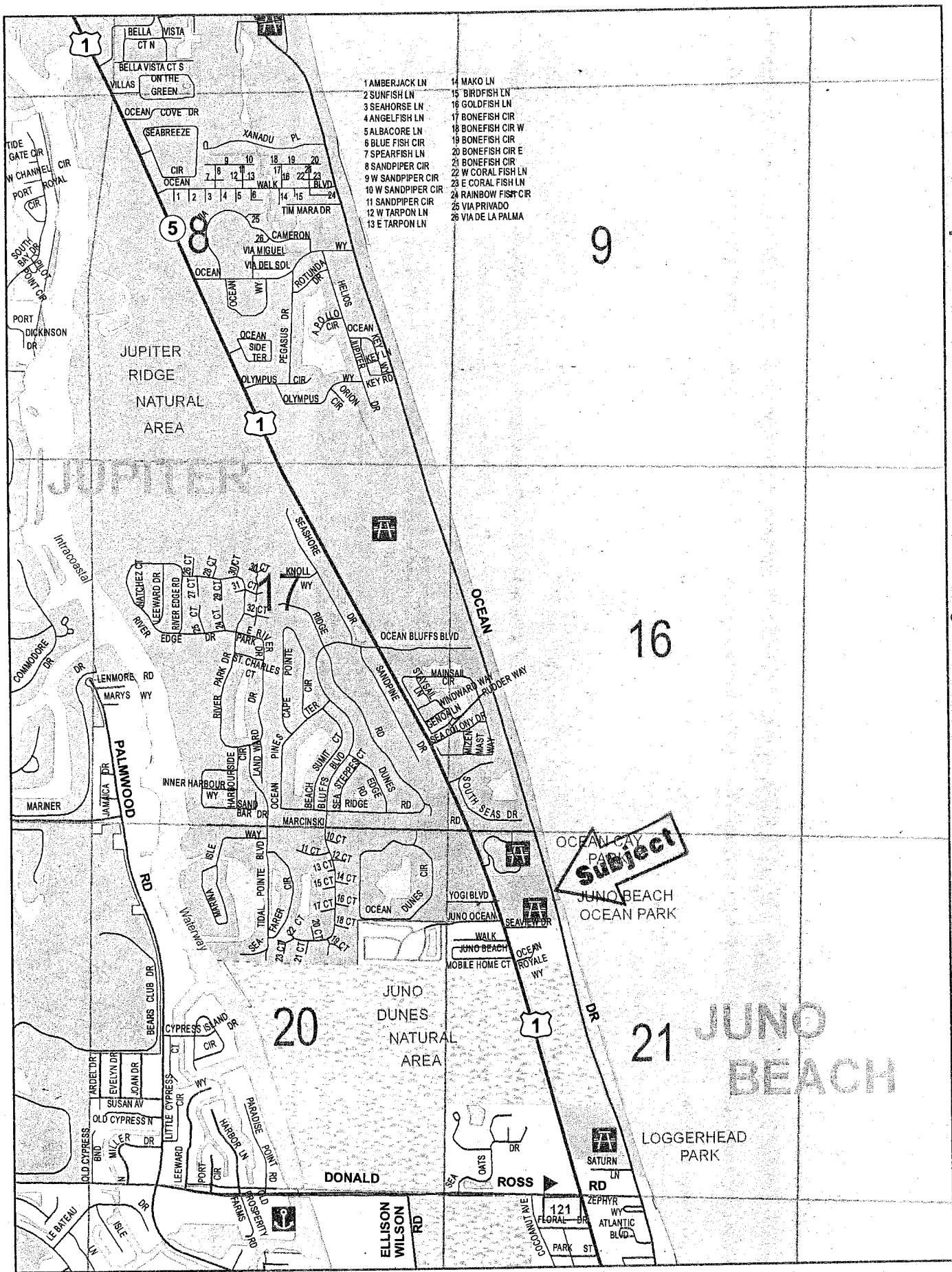
James Burt 5-7-08  
 OFMB CN 5/5/08

Jim J. Jacoby 5/8/08  
 Contract Development and Control  
 6/James 5/8/08  
 This lease complies with our review requirements.

**B. Legal Sufficiency:**  
James Burt 5/8/08  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

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



LOCATION MAP

ATTACHMENT #1



RESOLUTION NO. 200 \_\_\_\_

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LEASE OF SPACE ON CERTAIN REAL PROPERTY TO THE TOWN OF JUNO BEACH, PURSUANT TO FLORIDA STATUTE SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The Town of Juno Beach, a municipal corporation ("Town"), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County lease space on certain real property owned by Palm Beach County to Town for use by Town for installation of a wireless node to provide wireless services for the Town's Public Safety Department and Town residents;

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use and such real property is not needed for County purposes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

**Section 1. Recitals.**

The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Authorization to Lease Real Property.**

The Board of County Commissioners of Palm Beach County shall lease to Town, pursuant to the Lease attached hereto and incorporated herein by reference, for a term of three (3) years with the right to three one-year extensions and an annual rental of Ten and no/100 Dollars (\$10.00), the space on the real property identified in such Lease for the use identified above.

**Section 3. Conflict with Federal or State Law or County Charter.**

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

**Section 4. Effective Date.**

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ whomoved its adoption. The Motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

COMMISSIONER ADDIE L. GREENE, CHAIRPERSON  
COMMISSIONER JOHN F. KOONS, VICE CHAIR  
COMMISSIONER KAREN T. MARCUS  
COMMISSIONER ROBERT J. KANJIAN  
COMMISSIONER MARY MCCARTY  
COMMISSIONER BURT AARONSON  
COMMISSIONER JESS R. SANTAMARIA

The Chair thereupon declared the resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

PALM BEACH COUNTY, a political  
subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Assistant County Attorney

By: Richard Anthony Wolf  
Department Director

PALM BEACH COUNTY

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

and

THE TOWN OF JUNO BEACH

(Tenant)

G:\PROPERTY MGMT SECTION\IN LEASE\PARKS- JUNO BEACH PIER CONCESSION\WIRELESS NODE\LEASE.006.JB  
APP.032708.DOC

**ATTACHMENT #3**

**AGREEMENT OF LEASE**

THIS LEASE made and entered into \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County" and THE TOWN OF JUNO BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "Tenant".

**WITNESSETH:**

WHEREAS, County is the owner of certain real property as more specifically described hereinafter which Tenant desires to lease space thereon for the installation of a wireless node; and

WHEREAS, Tenant wishes to install the wireless node in order to provide wireless service to Tenant's Public Safety Department and Tenant's residents; and

WHEREAS, County is willing to lease space on such property to Tenant for the installation of a wireless node;

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I  
BASIC LEASE PROVISIONS**

**Section 1.01 Premises.**

County is the owner of a fishing pier located 3.6 miles south of the Jupiter Inlet and commonly known as the Juno Beach Pier (the "Pier"). The fishing pier structure is approximately 22 feet wide, 996 feet long with a terminal platform approximately 34 feet long and 62 feet wide. There is a 660 square foot building (the "Concession Building") located on the west end of the Pier.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the County demises and leases to Tenant, and Tenant rents from County space on the exterior of the Concession Building for the installation of a wireless node (the "Tenant's Equipment"), the approximate location of which is depicted in Exhibit "A" attached hereto and made a part hereof. Upon installation of Tenant's Equipment, the leased space shall be defined as the space occupied by Tenant's Equipment (the "Premises"). The Concession Building is currently being leased to Dania Pier Management Corp. ("Dania") under the Concessionaire Service Agreement with the County dated December 17, 2007 (R2007-2256) (the "CSA"). Dania has represented to County it has no objection to Tenant's use of the exterior of the Concession Building. Notwithstanding anything to the contrary contained herein, the physical and financial responsibility for the Concession Building as set forth in the CSA shall remain unchanged with the exception that Tenant shall be responsible for repair of any damage to Concession Building or Pier caused by Tenant, its employees and contractors.

Provided that Tenant is not in default of any term, covenant, condition or payment of Rent under this Lease, County will use its best efforts to make any future leases of the Concession Building subject to this Lease.

**Section 1.02 Length of Term and Commencement Date.**

This Lease shall be effective upon the Effective Date as defined hereinafter. The term of this Lease shall commence upon the Effective Date (the "Commencement Date"), and

shall extend for a period of three (3) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. The term of this Lease may be modified or extended with the mutual consent of the parties.

**Section 1.03 Option to Renew.**

County hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition or payment of Rent under this Lease, the right and option to renew the Term of this Lease for three (3) successive period(s) of one (1) year each under the same terms and conditions of this Lease with the first of the three (3) successive one (1) year renewal periods commencing upon the expiration of the initial Term of this Lease. Tenant shall exercise its option to renew if at all, by written notice to the County received by the County on or before sixty (60) days prior to the expiration of the initial Term of this Lease or any renewal thereof, as applicable. Failure of Tenant to duly and timely exercise its option to renew the Term of this Lease shall be deemed a waiver of Tenant's right to said option and all further options.

**Section 1.04 Termination Rights.**

Tenant shall have the right to terminate this Lease for any reason upon thirty (30) days prior written notice to County.

**ARTICLE II  
RENT**

**Section 2.01 Annual Rent.**

Tenant shall pay County an annual net Rent of Ten (\$10.00) Dollars (the "Annual Rent"), payable without notice on the Commencement Date and each subsequent anniversary thereof. Annual Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402.

**Section 2.02 Assessments and Personal Property Taxes.**

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against County. Tenant shall pay before delinquency all ad valorem and non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises, Tenant's leasehold interest in the Premises, Tenant's Alterations or personal property located on the Premises.

**Section 2.03 Additional Rent.**

Any and all sums of money or charges required to be paid by Tenant under this Lease other than Annual Rent shall be considered "Additional Rent," whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to Annual Rent.

**Section 2.04 Unpaid Fees, Holdover.**

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate established from time to time by the Board of County Commissioners [currently set at one and one-half percent (1½ %) per month] shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this



Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double the actual fair market rental value of the Premises, pursuant to Florida State Statute 83.06.

**Section 2.05 Accord and Satisfaction.**

In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

**ARTICLE III  
CONDITION OF LEASED PREMISES, ALTERATIONS**

**Section 3.01 Acceptance of Premises by Tenant.**

Tenant certifies that Tenant has inspected the Premises and accepts same "As Is", in its existing condition together with any defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that County has made no representations or warranties of any nature whatsoever regarding the Premises, including, without limitation, the physical condition of the Premises, any improvements or equipment located thereon, if any, or the suitability thereof for Tenant's intended use thereof. No repair work, alterations, or remodeling of the Premises is required to be done by County as a condition of this Lease. Tenant agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by Tenant as specified in Section 4.01 of this Lease.

**Section 3.02 Construction of Project.**

Tenant shall be solely responsible for any and all improvements, repairs alterations or other work necessary to render the Premises suitable for Tenant's intended use. Tenant shall design and construct such improvements at Tenant's sole cost and expense, in accordance with the requirements of this Lease and in full compliance with applicable building codes and zoning regulations. All of Tenant's construction and improvements shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion.

**Section 3.03 Alterations.**

Tenant shall not make any improvements, additions, modifications or alterations to the Premises costing in excess of seven hundred and fifty (\$750.00) dollars (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance which consent may be granted or withheld in County's sole and absolute discretion. Tenant shall submit detailed plans and specifications for Tenant's Equipment and any other Alterations to County for County's written approval prior to installing or commencing work on same. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease. All work done by Tenant shall be done in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans and specifications therefor. Upon giving its approval for any work or Alterations, County may specify whether the Alteration is to be removed by Tenant, at Tenant's sole cost and expense, upon the termination or expiration of this Lease.

**Section 3.04 Construction Bonds.**

Tenant shall ensure that all improvements are constructed to completion in accordance with the approved plans therefor and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Tenant, at its sole cost and expense, shall cause to be made, executed and delivered to County prior to commencement of any improvements to the Tenant's Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Tenant of its obligations arising hereunder.

**Section 3.05 Contractor Requirements.**

For improvements costing in excess of \$20,000, Tenant shall also require contractors to furnish for the benefit of County a payment and performance bond to County equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes. Tenant shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County may reasonably require. County may require additional insurance for any alterations or improvements approved hereunder, in such amount as County reasonable determines to be necessary.

**Section 3.06 No Liens.**

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said 10 day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

**ARTICLE IV  
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT**

**Section 4.01 Use of Premises.**

Tenant shall use and occupy the Premises solely and exclusively for installation of Tenant's Equipment as depicted on Exhibit "B" attached hereto. Tenant shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion.

**Section 4.02 Waste or Nuisance.**

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition.

**Section 4.03 Governmental Regulations.**

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or its use of the Premises, or the Premises generally. Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises or any adjacent land in any manner not permitted by law. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

**Section 4.04 Non-Discrimination.**

Tenant 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 or under this Lease.

**Section 4.05 Surrender of Premises.**

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, shall (i) remove Tenant's Equipment and any other personal property, removable fixtures, equipment and Alterations from the Premises, (ii) perform whatever work is necessary to restore the Premises, Concession Building, and Pier to the same condition the Premises, Concession Building, and Pier were in as of the Commencement Date of this Lease, and (iii) surrender the Premises to the County. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or property within the Premises shall vest in County.

**Section 4.06 Hazardous Substance**

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs, which may arise directly, indirectly or proximately as a result of any violation of the Disposal of any Hazardous Materials upon the Premises or violation of this provision. Tenants responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the

term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to alter or diminish any statutory or common law liability of Tenant.

Tenant acknowledges that County would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive expiration or termination of this Lease.

#### **ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES**

##### **Section 5.01 Responsibility of County and Tenant.**

County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises. Tenant shall keep and maintain Tenant's Equipment, portions of the Premises, and all Alterations or improvements constructed hereinafter on or about the Premises, in good condition and repair, at Tenant's sole cost and expense.

##### **Section 5.02 County's Right to Inspect.**

County or County's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. Any such entrance into the Premises shall be conducted by County in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

#### **ARTICLE VI UTILITIES**

Tenant shall be solely responsible for and promptly pay all costs and expenses relating to providing a telephone line if such is required for operation of Tenant's Equipment. Due to the minimal amount of electricity required for the operation of Tenant's Equipment, Tenant shall be allowed to connect to the electrical service provided to the Concession Building, provided, however, that such use by Tenant shall be limited to 10 amps @ 110 volts. Tenant shall be responsible for all costs and expenses for any damage resulting from Tenant's use of the electrical service to the Concession Building and Tenant's installation of the telephone line. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

#### **ARTICLE VII INSURANCE**

Without waiving the right to sovereign immunity as provided by *S.768.28 Florida Statutes*, Tenant acknowledges and represents that Tenant is insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Tenant maintains third-party Commercial General Liability and Business Auto Liability, Tenant agrees to maintain said insurance policies at limits not less than \$500,000 each occurrence. Tenant agrees to add the County as an "Additional Insured" with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605. Tenant agrees the Additional Insured endorsement provides coverage on a primary basis. Claims-