

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

Meeting Date:	July 21, 2009	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF


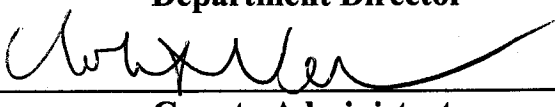
Motion and Title: Staff recommends motion to approve: Amendment No. 3 to a Lease Agreement with the School Board of Palm Beach County (R98-2089D) to allow up to twelve (12) concrete portable classrooms at the Eagle Academy facility at the West County Detention Facility in Belle Glade.

Summary: Since 1998, the Sheriff's Office has operated its Eagle Academy at the West County Detention Facility, which includes an educational program provided directly by the School Board. The West County Jail Expansion project requires relocating the Eagle Academy's existing portable classrooms. This Amendment No. 3: i) amends the site plan to reflect the new location of the portables; ii) increases the number of portables allowed from seven (7) to twelve (12); and iii) modifies the Notice provisions for both parties. At this time, the School Board is only installing eight (8) portables. The County is responsible for providing, installing and monitoring the fire alarm devices for each portable, and providing electrical service drops for up to eight (8) portables. The School Board is responsible for: i) providing all electrical service to the additional four (4) portables when installed; ii) extending water and sewer service to each portable, iii) all site work including, electrical service from the service drop to each portable; and iv) removing the seven (7) existing portables, grading the area and installing sod. The annual rent will continue to be \$1/year. All other terms and conditions of the Lease remain unchanged. **(PREM) District 6 (HJF)**

Background and Justification: In 1997, the Palm Beach County Sheriff's Office founded the Eagle Academy at the minimum security facility located at the West County Detention Facility. In 1998 (R98-2089D), the Board approved a Lease Agreement with the School Board for the installation of four (4) portable classrooms to provide on-site alternative educational services to Eagle Academy program participants. The initial term of the Lease was for one (1) year, with automatic annual renewals. Subsequent Amendments have increased the current number of portables allowed to seven (7); November 21, 2000 (R2000-1876) and October 1, 2002 (R2002-1721). Continued increased student enrollment requires additional portables. The County will monitor and maintain the fire alarm devices for all of the portables because the devices are connected to the West County Detention Facility's fire alarm system. Construction of the Jail expansion has begun and is anticipated to be completed in August 2010 and the installation of the portables is expected to be completed by August 2009. The School Board has scheduled consideration of this Amendment No. 3 for its July 15, 2009, Board meeting.

Attachments:

1. Location Map
2. Amendment No. 3 to a Lease Agreement

Recommended By:		6/19/09
	Department Director	Date
Approved By:		7/13/09
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# 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 additional expenses are associated with this item. Expenses associated with the fire alarm devices and the electrical service drops are estimated to be \$5,000. These expenses were approved by the Board on July 22, 2008, as part of the West County Detention Facility Project (Public Improvement Series 3053-4011-B362-6502).

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

_____ 7/11/09
OFMB
CN 7/11/09

_____ 7/10/09
Contract Development and Control

B. Legal Sufficiency:

_____ 7/10/09
Assistant County Attorney
Amendment not executed 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.



LOCATION MAP
ATTACHMENT #1

AMENDMENT #3 TO A LEASE AGREEMENT

THIS AMENDMENT #3 TO A LEASE AGREEMENT (the "Third Amendment") is made and entered into _____ by and between Palm Beach County, a political subdivision of the State of Florida ("Landlord") and The School Board of Palm Beach County, a corporate body politic pursuant to the Constitution of the State of Florida ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated December 15, 1998 (Resolution No. R98-2089D), and Amendment to Lease Agreement dated November 21, 2000 (Resolution R2000-1876), (the "Previous Agreements"), wherein Tenant leased from Landlord space to place portable classrooms at the Landlord's Eagle Academy facility at 38800 State Road 80, Belle Glade, Florida 33430; and

WHEREAS, Landlord and Tenant entered into Amendment #2 to a Lease Agreement dated October 1, 2002, (Resolution No. R2002-1721) (the "Lease") which modified and replaced the Previous Agreements where inconsistent; and

WHEREAS, Landlord and Tenant desire to amend the Lease to increase the number of portable classrooms allowed at the Eagle Academy from seven (7) to twelve (12) and to provide a new site plan as Exhibit "A" showing the location of the twelve (12) portable classrooms.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Lease.
2. Article I, Section 1.01 of the Lease, is deleted in its entirety and replaced with the following:

Section 1.01 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord demises and leases to the Tenant, and Tenant rents from Landlord, space to place up to twelve (12) concrete portable classrooms as depicted in the Site Plan attached hereto as Exhibit "A" and made a part hereof (the "Premises"), located at Landlord's Eagle Academy facility at 38800 State Road 80, Belle Glade, Florida 33430.

3. Article III, Section 3.02(a) of the Lease, is deleted in its entirety and replaced with the following:

Section 3.02

(a) Tenant's Work. 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 as specified in Section 4.01 of this Lease, with the exception of the portion of the work related to the fire alarm devices and electrical service drop to be performed by County as hereinafter provided. Tenant shall have the right to install up to twelve (12) concrete portable classrooms as depicted on the Site Plan attached hereto as Exhibit "A" and made a part hereof. Tenant acknowledges that the Landlord will not consider lease amendment requests for the placement of additional portable classrooms beyond the twelve (12) permitted hereby. Tenant shall extend water and sewer service to the portables and shall be responsible for all site work required to support the installation of said portables. Landlord shall be responsible for providing, installing, monitoring and maintaining the fire alarm devices for the portable classrooms. Tenant shall be responsible for providing the internal wiring to connect the 12 portables to the fire alarm devices. Landlord shall be responsible for providing an electrical service drop that will include a 200 amp service wire 480 volt 3-phase power to service up to eight (8) portable classrooms within the limits of the Premises. Tenant shall be responsible for connecting electrical services from the service drop to the portables at its sole cost and expense. If the electrical service capacity has to be increased to accommodate more than eight (8)

portable classrooms, Tenant shall be responsible for increasing the capacity at its sole cost and expense.

Tenant shall also be responsible for removal of the seven (7) portables previously placed on the Premises, disconnecting any utilities connected to the seven (7) portables, and grading the land and stabilizing it with sod to return it to the condition it was in prior to the placement of the seven (7) portables.

4. Article III, Section 3.02(b) of the Lease is modified to change (i) the address of the Property Manager, and (ii) the contact for access and on-site coordination as follows:

The Property Manager is located at Property & Real Estate Management, 2633 Vista Parkway, West Palm Beach, FL 33411-5605. Access and on-site coordination shall be arranged through the Director, Facilities Management Division, at (561) 233-0200.

5. Article XII, Section 12.02(a) of the Lease is modified to change the address of the Landlord as follows:

Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

6. Article XII, Section 12.02(b) of the Lease is modified to change the address of the Tenant as follows:

Director, Real Estate Services
School District of Palm Beach County
3661 Interstate Park Road North
Suite 200
Riviera Beach, FL 33404

7. Except as set forth herein, the Lease remains unmodified and in full force and effect, and Landlord and Tenant hereby ratify, confirm, and adopt the Lease as amended hereby.
8. This Third Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have duly executed this Third Amendment as of the day and year first written above.

Signed in the presence of:

TENANT:
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

ATTEST:

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

Approved as to Form:

School Board Attorney

Date: _____

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

By: _____
Deputy Clerk

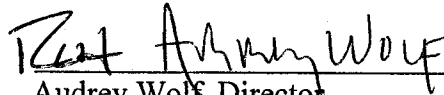
**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Assistant County Attorney

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

By: _____
John F. Koons, Chairman

**APPROVED AS TO TERMS
AND CONDITIONS**



Audrey Wolf, Director
Facilities Development & Operations

G:\Property Mgmt Section\In Lease\Sch Board @ Eagle Academy\Amendment\3rd Amendment.005.HF app.051309.doc

Exhibit "A"

This detailed site plan illustrates the proposed school board modular classroom lease area, which includes an electrical service drop. The plan shows various buildings such as the existing main building, corrections parking, staff parking, and several smaller structures like the fueling station, vehicle storage, and maintenance shop. It also depicts outdoor areas including a large oval field, a rectangular court, and a playground. The site is bounded by State Road No. 60 to the north and east, and a utility easement to the south. A dashed line indicates the boundary between the lease area and the adjacent land.

**PROPOSED SCHOOL BOARD MODULAR
CLASSROOM LEASE AREA
(INCLUDING ELECTRICAL SERVICE DROP)**