

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 20, 2009 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Notice of Cancellation of Use Agreement (R2009-0091) with the Florida Department of Law Enforcement (FDLE) for FDLE's use and occupancy of 2,683 square feet in Airport Center, Building 2 effective January 12, 2010.

Summary: During the 2008 legislative session, funding for the lease payments for the West Palm Beach FDLE Field Office were eliminated requiring the agents and support staff to relocate to Broward County. At the Sheriff and FDLE's request, the County identified space that it could make available to FDLE on a short term basis (one year). The County entered into a Use Agreement with FDLE on January 13, 2009, for FDLE's use and occupancy of 2,683 square feet of space in Airport Center, Building 2. The initial term of the Agreement is for a period of one (1) year, with an option to renew for three (3) successive periods of one (1) year each upon consent of both parties. The Agreement allows either party to cancel the Agreement for any reason upon sixty (60) days written notice to the other party. The term of the Agreement expires on January 12, 2010. All County offices have been relocated from Airport Center, Building 2, Conflict Counsel has vacated the space it was occupying, and FDLE is the only tenant remaining in the building. Termination of this agreement will allow for the building to remain "dark" until sufficient funding is available for the planned renovations prior to re-occupancy. This will save the County approximately \$250,000/year in operating and maintenance costs due to the current condition of the building. These savings were reflected in the budget approved for FY 2010. County Staff and PBSO are working with FDLE to develop a decentralized operating model which will allow the FDLE employees to be placed in various PBSO occupied facilities throughout the County. (FDO Admin) District 2 (HJF)

Background and Justification: County and FDLE entered into the Agreement in order to further State and County law enforcement operations. The Agreement included an acknowledgment from FDLE that the renewal terms were not guaranteed. The County does not have any obligation to find replacement space for FDLE as a result of lack of renewal of the term of the agreement. FDLE funded the start-up costs to make the premises usable for FDLE's purposes. County does not have any outstanding issues with FDLE.

- Attachments:**
1. Location Map
 2. Notice of Cancellation of Use Agreement

Recommended By: Andrew Wolf 10/1/09
Department Director Date

Approved By: [Signature] 10/13/09
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0 see below</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:

*The cost savings realized as a result of this building going dark were taken into account in reductions to various personnel, operating and maintenance lines throughout FDO's operating budget, primarily Facilities Management Division.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:
approximately \$250,000/year will be saved in operating and maintenance cost

[Signature] 10/12/09
 OFMB 10/12/09

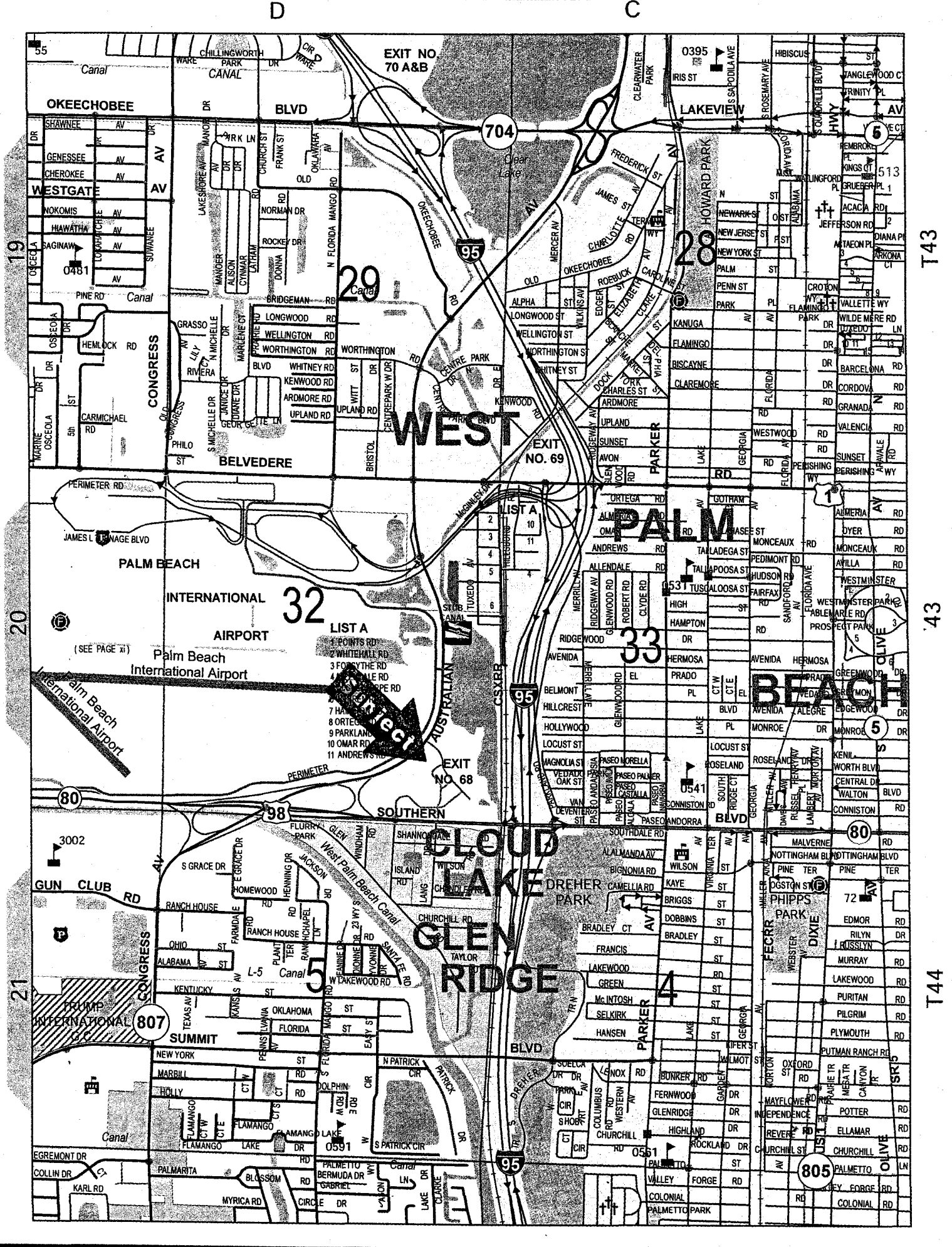
[Signature] 10/19/09
 Contract Development and Control

B. Legal Sufficiency:
[Signature] 10/13/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



T43

T43

T44

LOCATION MAP

ATTACHMENT #1





Facilities Development &
Operations Department

Property & Real Estate
Management Division

2655 Vista Parkway

West Palm Beach, FL 33411-5605

(561) 233-0200

FAX: (561) 233-0210

www.pbcgov.com/fdo

Palm Beach County
Board of County
Commissioners

Jeff Koons, Chairman

Burt Aaronson, Vice Chairman

Baren T. Marcus

Shelley Vana

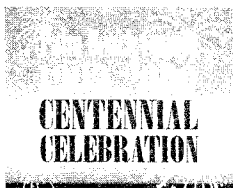
Steven L. Abrams

Jess R. Santamaria


Priscilla A. Taylor

County Administrator

Robert Weisman



*"An Equal Opportunity
Affirmative Action Employer"*

 printed on recycled paper

October 20, 2009

**Certified Mail
Return Receipt Requested**

Florida Department of Law Enforcement
Attention: Office of General Services
2331 Phillips Road
Tallahassee, Florida 32308

Re: Notice of Cancellation of Use Agreement

Gentlemen:

Pursuant to Article XIII of the Use Agreement (R2009-0091) dated January 13, 2009, between Palm Beach County ("County") and the Florida Department of Law Enforcement ("FDLE"), County hereby provides FDLE with sixty (60) days written notice of County's cancellation of the Agreement effective at the end the Term of the Agreement. Therefore, the Agreement will expire at the end of the business day on January 12, 2010.

Pursuant to Section 4.05 of the Agreement, FDLE, at its sole cost and expense, shall remove FDLE's personal property, removable fixtures, and equipment from the Premises and shall surrender the Premises to the County in the same condition the Premises were in as of the Commencement Date of this Agreement, reasonable wear and tear excepted. This surrender must be made prior to or on January 12, 2010.

Please direct any questions concerning this matter to Ross C. Hering, Director, Property & Real Estate Management, who may be reached at (561)233-0217.

ATTACHMENT # 2



October 20, 2009
Notice of Cancellation of Use Agreement
Page 2

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

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

cc: Howard J. Falcon, Assistant County Attorney