

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 20, 2010 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment Number Two to the Lease Agreement (R2002-1349), as amended with the School Board of Palm Beach County for the County's continued use of approximately 560 SF of office space within the Delray Full Service Center, at an annual rate of \$1.00/year.

Summary: The County's Head Start and Children's Services Division currently leases approximately 560 SF of office space at the School Board's Delray Full Service Center, located at 301 SW 14th Avenue, Delray Beach, for the operation of a Community Outreach Program. On July 10, 2007 the Board approved Amendment Number One, extending the term for one (1) year and providing for two (2) additional one (1) year options. The County has exercised all of its options to extend the term of the Lease Agreement, which expires on August 19, 2010. This Amendment Number Two will; (i) extend the term of the Lease Agreement from August 20, 2010 through August 19, 2011, (ii) modify and redefine the Leased Facilities, (iii) updates the notice provisions, (iv) allow for termination by either party for any reason with ninety (90) days notice to the other and (v) provides for acknowledgement and acceptance of County Ordinance No 2009-049 establishing the Office of the Inspector General. The School Board provides all electricity, trash removal, utility service, and general maintenance to the leased facility. The annual rent is \$1.00. All other terms of the Lease Agreement remain unchanged. (PREM) District 7 (HJF)

Background and Justification: The Community Outreach Program is operated by the County's Head Start and Children's Services Division of the Community Services Department. The Board approved the initial Lease Agreement on August 20, 2002. The County exercised all of the three (3) extension options on: June 22, 2004 (R2004-1440), May 17, 2005 (R2005-0991), and June 6, 2006 (R2006-0987), respectively. The Board approved Amendment Number One (R2007-1111) on June 10, 2007, which extended the term of the Lease Agreement for one (1) year and provided for two (2) additional one (1) year extension options. The County exercised the first and second renewal options on May 20, 2008 (R2008-0867), and June 2, 2009 (R2009-0923), thereby extending the term of the Lease through August 19, 2010. In June of 2008 the School Principal relocated the offices of the Outreach Program pursuant to Paragraph Number One of the Lease Agreement providing for additional office space and separation from other tenancies at the facility. It is expected that prior to the end of this term the Outreach Program will be relocated to a County owned facility and no future extensions will be necessary. Florida Statutes Section 286.23 does not require that a Disclosure of Beneficial Interests be obtained.

Attachments:

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

Recommended By: ZCH Army Wolf 3/26/10
Department Director Date
Approved By: [Signature] 4/7/10
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 (rent)	_____	<u>\$1.00</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	<u>\$1.00</u>	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No X

Budget Account No: Fund 1002 Dept 147 Unit 1451 Object 4410
 Program HD20 GY10

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 OFMB *[Signature]* 4/8/2010
 4/11/10
 2.

 Contract Development and Control *[Signature]* 4/5/10

B. Legal Sufficiency:

 Assistant County Attorney *[Signature]* 4/6/10

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.

AMENDMENT NUMBER TWO TO LEASE AGREEMENT

THIS AMENDMENT NUMBER TWO TO LEASE AGREEMENT (R2002-1349) (the "Second 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, Landlord and Tenant amended the Lease by Amendment Number One to Lease Agreement dated July 10, 2007 (R2007-1111), which amendment extended the term of the Lease for one year and provided for two additional one-year renewal options; and

WHEREAS, Tenant exercised the first and second renewal options on May 20, 2008 (R2008-0867), and June 2, 2009 (R2009-0923), respectively, thereby extending the term of the Lease through August 19, 2010; and

WHEREAS, the parties desire to amend the Lease to extend the term for one year, establish termination rights, and re-define "Leased Facilities"; 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 1 is modified to re-define "Leased Facilities" to mean Room 116 in Building 1, containing approximately 560 square feet, as depicted in Exhibit "A" attached hereto and made a part hereof. Exhibit "A" attached hereto replaces the previous Exhibit "A" to the Lease in its entirety.

3. Section 2.A. is modified to extend the term of the Lease for an additional one (1) year term commencing on August 20, 2010, and expiring on August 19, 2011 (the "Term").

4. Section 2, Terms and Conditions, is modified to add subsection E as follows:

E. Either party may terminate this Lease for any reason upon ninety (90) days prior written notice to the other party. Notwithstanding the preceding, this Lease shall terminate automatically upon Tenant's vacation of the Leased Facilities, regardless of whether prior notice was provided to Landlord.

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

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

Section 10 is also modified to provide that a copy of any notice sent to Landlord shall be sent to:

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

6. Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County shall fully cooperate with the Inspector General. The Inspector General has the

power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of Landlord, its officers, agents, employees, and lobbyists in order to ensure compliance with lease specifications and to detect waste, corruption and fraud.

7. Except as specifically modified by this Second 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 Second Amendment on the day and year first written above.

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
School Board Attorney

(Seal)

LANDLORD:

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

By: _____
Monroe Benaim, M.D., Chairman

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

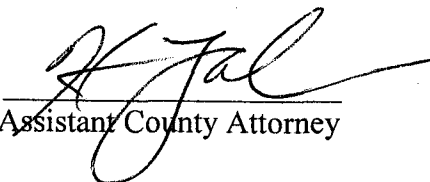
By: _____
Deputy Clerk

TENANT:

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

By: _____
Burt Aaronson, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

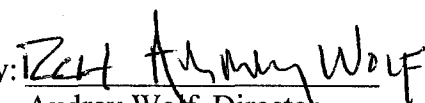
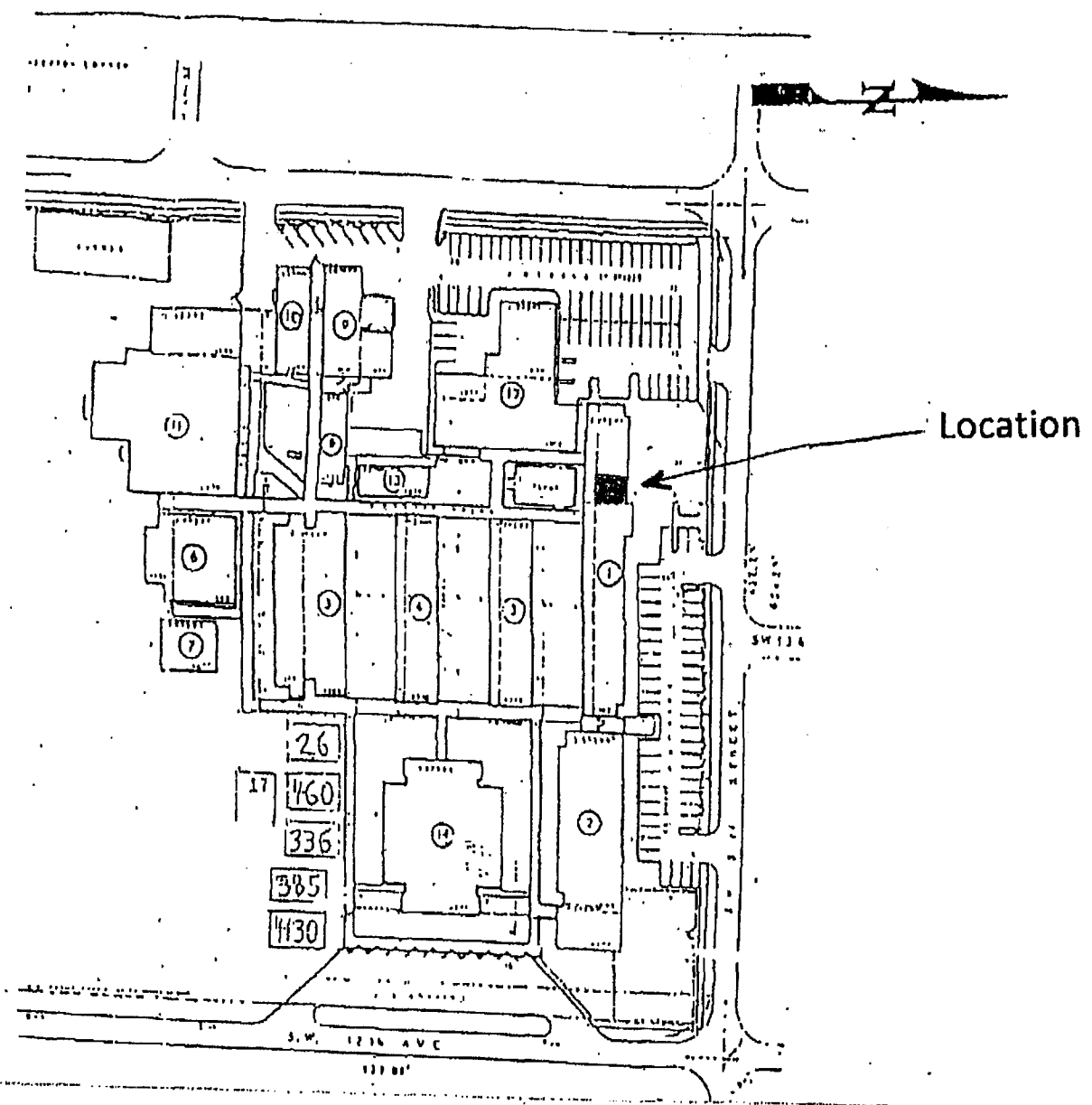
By: 
Audrey Wolf, Director
Facilities Development & Operations

EXHIBIT "A"
LEASED FACILITIES

Delray Full Service Center



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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: _____
Monroe Benaim, M.D., Chairman

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

TENANT:

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

By: _____
Burt Aaronson, Chair

**APPROVED AS TO TERMS
AND CONDITIONS**

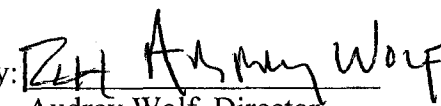
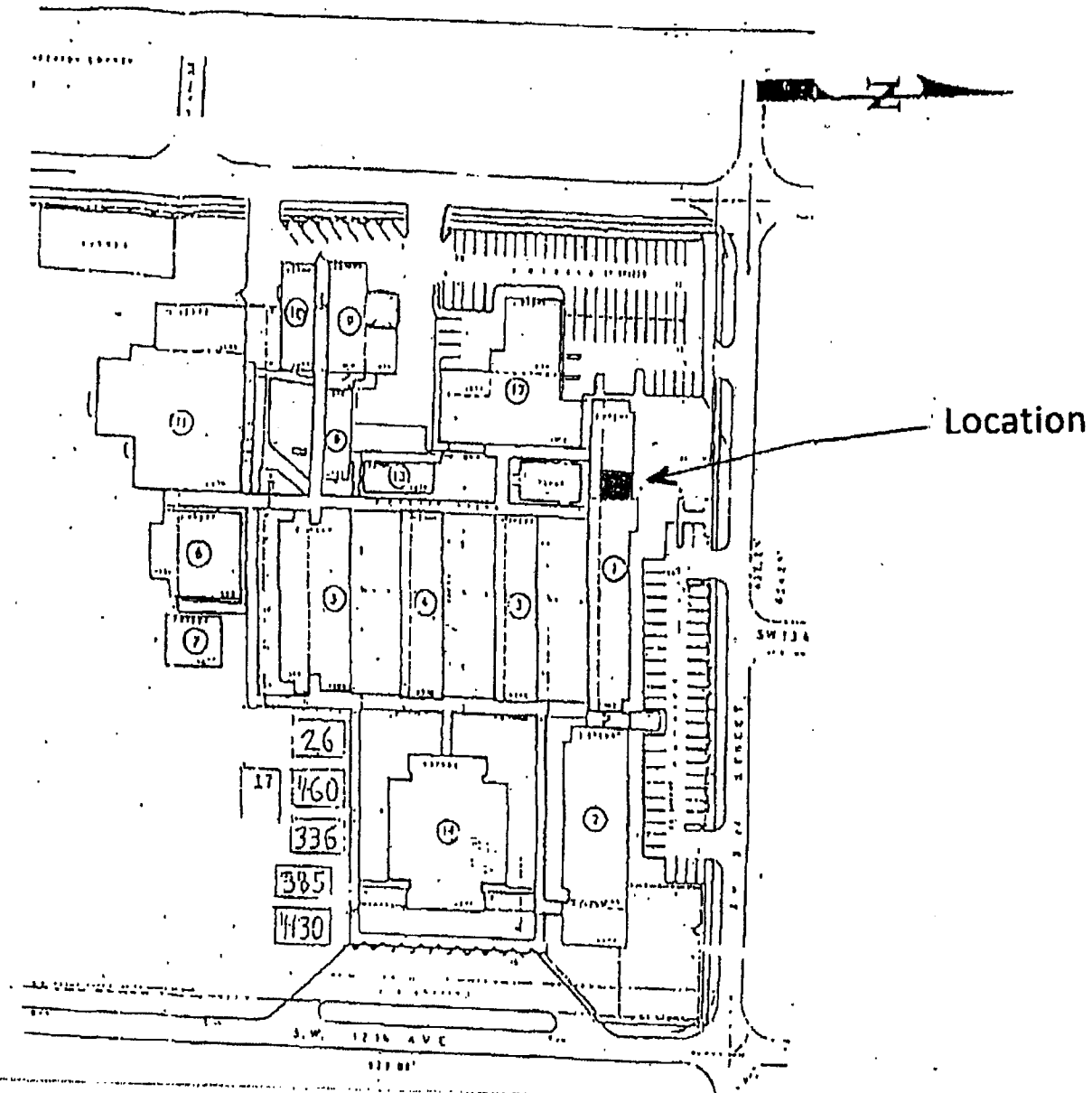
By: 
Audrey Wolf, Director
Facilities Development & Operations

EXHIBIT "A"
LEASED FACILITIES

Delray Full Service Center



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: March 9, 2010 REQUESTED BY: Richard C. Bogatin PHONE: 561-233-0214
 FAX: 561-233-0214

PROJECT TITLE: Delray Beach HS/CS Full Service Center Amend #2 PROJECT NO.: 2010-5.001

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$1.00</u>	<u>\$1.00</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$1.00</u>	<u>\$1.00</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

*** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.*

BUDGET ACCOUNT NUMBER

FUND: 1002 DEPT: 147 UNIT: 1451 OBJ: 4410 SUB OBJ: Program HD20 6Y09 (FY 2010)
6Y10 (FY-2011)

IS ITEM INCLUDED IN CURRENT BUDGET: YES NO

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- Ad Valorem (source/type: County Match 20-1.)
- Non-Ad Valorem (source/type: _____)
- Grant (source/type: Federal 80-1.)
- Park Improvement Fund (source/type: _____)
- General Fund
- Operating Budget
- Federal/Davis Bacon

Department: Community Service/ Head Start / Community Outreach

BAS APPROVED BY: Taruna Malhotra DATE: 03/10/10

ENCUMBRANCE NUMBER:

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/22/2009
PRODUCER (561)994-9994 The Beacon Group, Inc. 6001 Broken Sound Pkwy., N.W. Suite 500 Boca Raton, FL 33487-2730	FAX (561)997-7087	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED School District of Palm Beach Co. 3370 Forest Hill Blvd. Suite A-103 West Palm Beach, FL 33406		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: School District of Palm Beach County		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

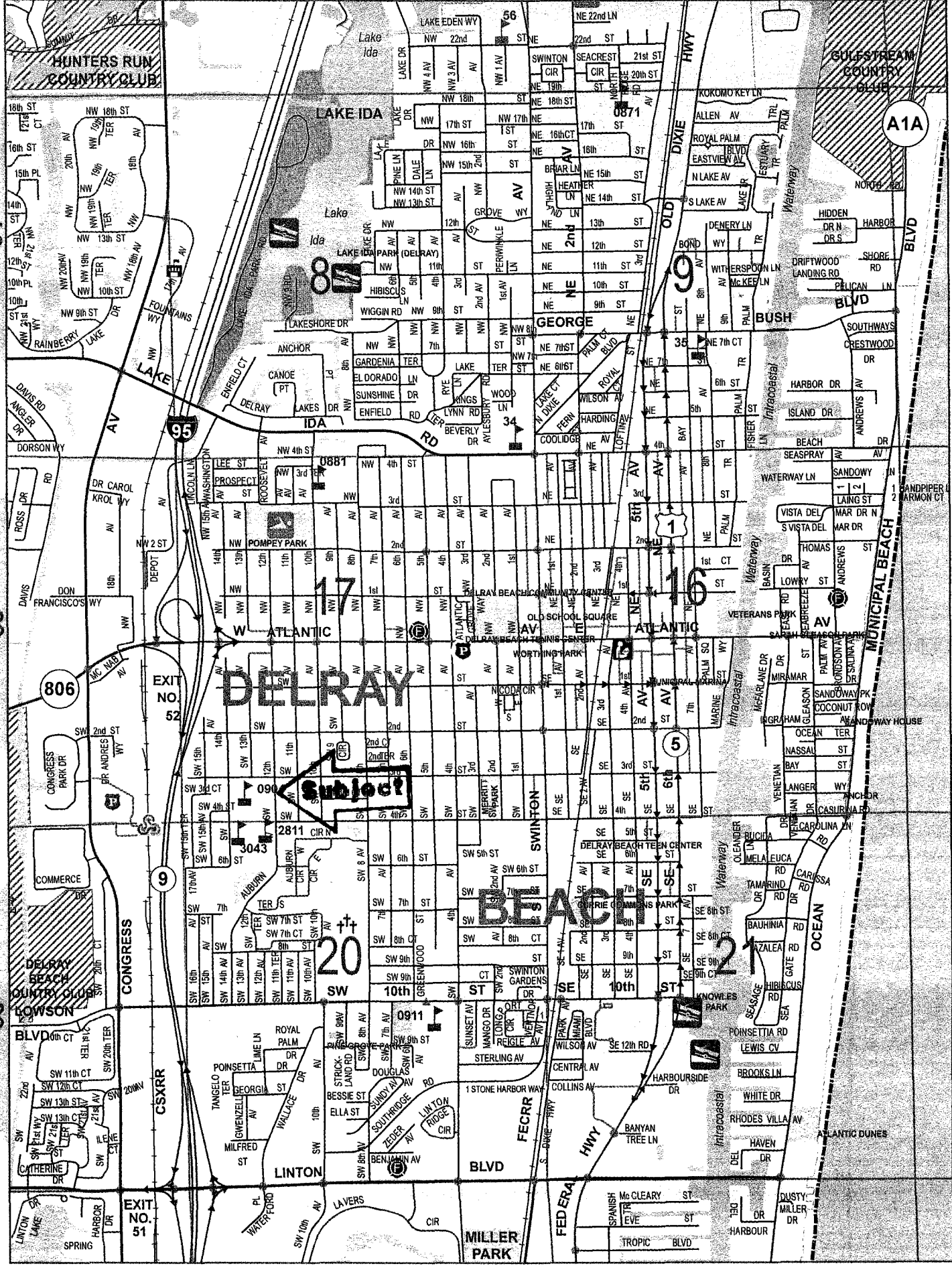
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR *200,000 PER OCCURRENCE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SUBJECT TO INSURER A: FLA STATUTE 768.28 *100,000 PER PERSON *200,000 PER OCCURRENCE	07/01/2009	07/01/2010	EACH OCCURRENCE \$ 100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 200,000 PRODUCTS - COMP/OP AGG \$ included
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SUBJECT TO INSURER A: FLA STATUTE 768.28 *100,000 PER PERSON *200,000 PER OCCURRENCE	07/01/2009	07/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 200,000 BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 100,000 PROPERTY DAMAGE (Per accident) \$ included
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	\$1,000,000 LEGISLATIVE CLAIMS BILL FLA STATUTE 768.29	07/01/2009	07/01/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	FLA STATUTE 768.28	07/01/2009	07/01/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 This certificate supercedes and voids all previous certificates. The School Board of Palm Beach County is self insured under the laws of the State of Florida for the above limits for full tort liability based on Florida Sovereign Immunity limits under F.S. 768.28. Excess bodily injury & property damage liability is limited to legislative claims under F.S.768.28. Excess bodily injury & property damage jurisdictions

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County BOCC Risk Management Department Attn: Dick Cohen 160 Australian Avenue Suite 401 West Palm Beach, FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Donald Dresback, CPCU, ARM <i>Donald Dresback</i> A072032



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T46

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LOCATION MAP

