

AGENDA ITEM SUMMARY

Meeting Date: January 11, 2011

[X] Consent

[] Regular

Ordinance

[] Public Hearing

Department:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Termination of Lease Agreement with Sprint Spectrum L.P. (R-2006-1920) relating to the right to construct a 100' stealth flagpole communication tower and equipment building within Veteran's Park in unincorporated western Boca Raton.

Summary: In April of 2005, Staff issued a Request for Proposals for the installation of a 100' stealth flagpole communication tower and communications equipment building with a public pavilion on a 433 SF parcel located within the County's Veterans Park, at 9400 Palmetto Park Road, in unincorporated Boca Raton. On September 12, 2006, the Board approved a Lease Agreement with Sprint Spectrum L.P (Sprint). The initial term was for five (5) years and expires on September 11, 2011. Sprint has five (5) extension options for a period of five (5) years each. Sprint informed the County it does not intend to exercise its extension option, and offered to pay the annual rent through the expiration date, in exchange for terminating the Lease early. The County will return Sprint's \$5,000 deposit within 30 days of the County's approval of the Termination of Lease Agreement. Over the course of the Lease Agreement the County has earned \$227,174.29, including a \$20,000 capital contribution which was used by the Parks and Recreation Department for improvements to Veterans Park. **(PREM) District 5 (HJF)**

Background and Justification: Sprint leases 433 SF of vacant land within the County's Boca Veterans Park. The initial term of this Lease will expire on September 11, 2011. No work commenced on the property; the Parks and Recreation Department has inspected the property and deemed it in acceptable condition.

Attachments:

1. Location Map
2. Termination of Lease Agreement

Recommended By:

Department Director

Date _____

Approved By:

County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	\$-0-	\$-0-	\$-0-	\$-0-	\$-0-
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
	*see below				
NET FISCAL IMPACT	\$-0-	\$-0-	\$-0-	\$-0-	\$-0-

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current Budget: Yes _____ No X_____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

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

*No Fiscal Impact.

Account Fund 7001; Balance Sheet Account 2200; Sub Balance Sheet Account 7939 will be used in refunding Sprint's \$5,000 deposit.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB [Signature] 12/22/2010
12/20/10 12/20/10

[Signature] 12/22/10
Contract Development and Control

B. Legal Sufficiency:

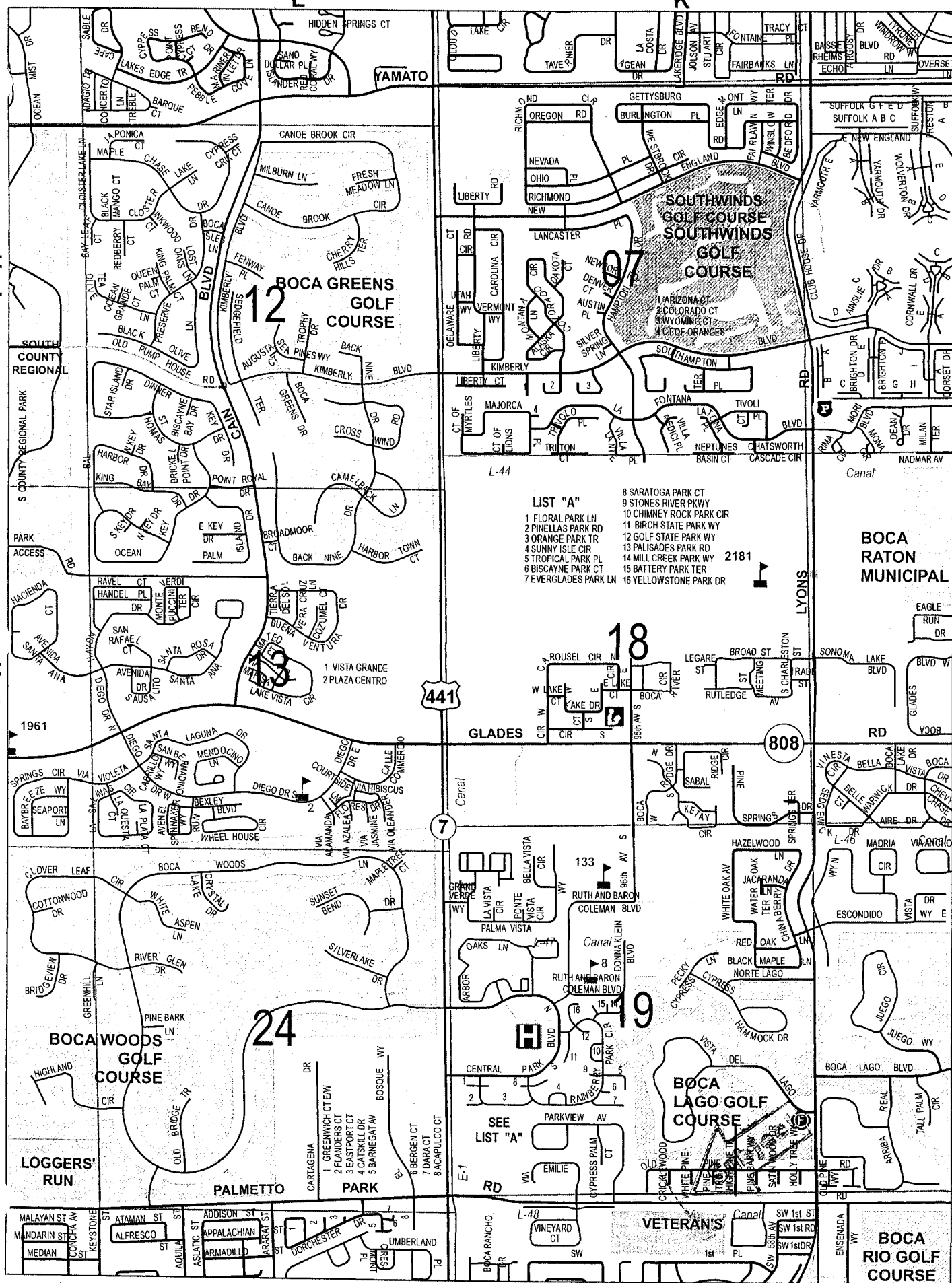
[Signature] 1/3/11
Assistant County Attorney

This item complies with current
County policies.

C. Other Department Review:

Department Director

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



TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT ("Termination") is made and entered into on _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and **SPRINT SPECTRUM L.P.**, a Delaware limited partnership, doing business as Sprint PCS, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, County and Tenant entered into that certain Lease Agreement dated September 12, 2006 (R2006-1920), (referred to herein as the "Lease"), relating to the right of Tenant to construct, install, operate, and maintain communications equipment and a communication tower as described therein; and

WHEREAS, the parties have agreed to terminate the Lease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. County and Tenant hereby terminate, cancel and extinguish the Lease, and Tenant hereby releases, relinquishes, and quit claims to County all right, title and interest of Tenant in and to the real property described in the Lease, all improvements thereto, and any items of personalty located upon such property.
3. Tenant has paid County Tenant's prorated final Annual Rent payment in the amount of \$34,797.87 for the period from the rental due date on December 11, 2010, through September 11, 2011, the end of the Term as set forth in the Lease. Notwithstanding this Termination, County shall be entitled to retain such entire rental payment upon termination of the Lease as provided herein.
4. The Security Deposit as described in the Lease shall be returned to Tenant in accordance with the provisions set forth in Section 2.06 of the Lease upon termination of the Lease as provided herein.

5. This Termination shall become effective upon approval and execution by all parties.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, County has executed this Termination of Lease Agreement on the date first above written and Tenant upon the date set forth below.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

(SEAL)

WITNESSES:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

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

By: _____
Karen T. Marcus, Chair

APPROVED AS TO TERMS
AND CONDITIONS

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

WITNESS:

TENANT:

SPRINT SPECTRUM L.P., a Delaware limited partnership



Witness Signature

LAWRENCE M. CALLANDER

Print Witness Name

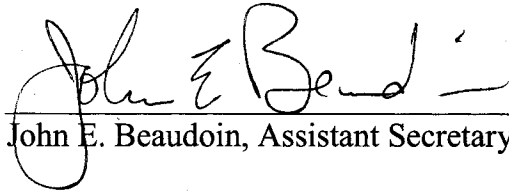


Witness Signature

WALT WEIMAR

Print Witness Name

By:



John E. Beaudoin, Assistant Secretary

Authorized Signatory

Date:

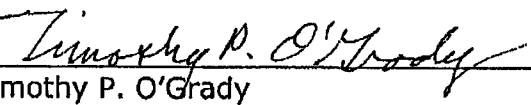
11 / 17 / 2010

CERTIFICATE OF SECRETARY

I, TIMOTHY P. O'GRADY, a duly elected and acting Secretary of Sprint Spectrum L.P., a Delaware limited partnership (the "Partnership"), do hereby certify that I am a duly elected and acting Secretary of the Partnership and have access to the corporate records and minutes of the Partnership.

I further certify that based on information provided to me and pursuant to the financial policy of the Partnership, John E. Beaudoin, appointed as Assistant Secretary, on March 31, 2009, and currently, is authorized to execute documents related to the purchase, sale, assignment or other disposition of communications sites, site leases, permits, filings and any and all related documents on behalf of the Partnership.

In witness to the foregoing, I have signed my name as Secretary of Sprint Spectrum L.P. this 30th day of September, 2009, at 6200 Sprint Parkway, Overland Park, Kansas.



Timothy P. O'Grady
Secretary

SEAL



CERTIFICATE OF LIABILITY INSURANCE

4/1/2011

DATE (MM/DD/YYYY)
12/3/2010

PRODUCER	Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	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	SPRINT SPECTRUM L.P. 6480 SPRINT PARKWAY OVERLAND PARK, KS 66251	INSURERS AFFORDING COVERAGE
14971		INSURER A: Continental Casualty Company
		INSURER B: American Casualty Company of Reading, PA
		INSURER C: Transportation Insurance Company
		INSURER D: Great American Insurance Co of New York
		INSURER E:

COVERAGES SPRCO03 DE THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER. 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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. <input checked="" type="checkbox"/> *TENANTS LEGAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL 2098357006	4/1/2008	4/1/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
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 <input checked="" type="checkbox"/> GARAGEKEEPERS LIAB.	BUA 2098356986	4/1/2008	4/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
D		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	UMB8783139	4/1/2010	4/1/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC 2098356972 (AOS) WC 2098356938(AZ,OR,WI) WC 2098356941 (CA) N/A IN MONOPOLISTIC STATES	4/1/2008 4/1/2008 4/1/2008	4/1/2011 4/1/2011 4/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
*FIRE DAMAGE IS INCLUDED IN BROADER TENANT'S LEGAL LIABILITY FORM WITH LIMITS OF \$1,000,000 PER OCCURRENCE. PALM BEACH COUNTY BOCC IS ADDITIONAL INSURED AS REQUIRED BY CONTRACT AND SUBJECT TO POLICY TERMS AND CONDITIONS. RE: SHOULD REFERENCE VETERANS MEMORIAL PARK.

CERTIFICATE HOLDER	CANCELLATION
2605776 PALM BEACH COUNTY BOCC ATTN: DIRECTOR, PREM 2633 VISTA PARKWAY WEST PALM BEACH, FL 33411-5605	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE