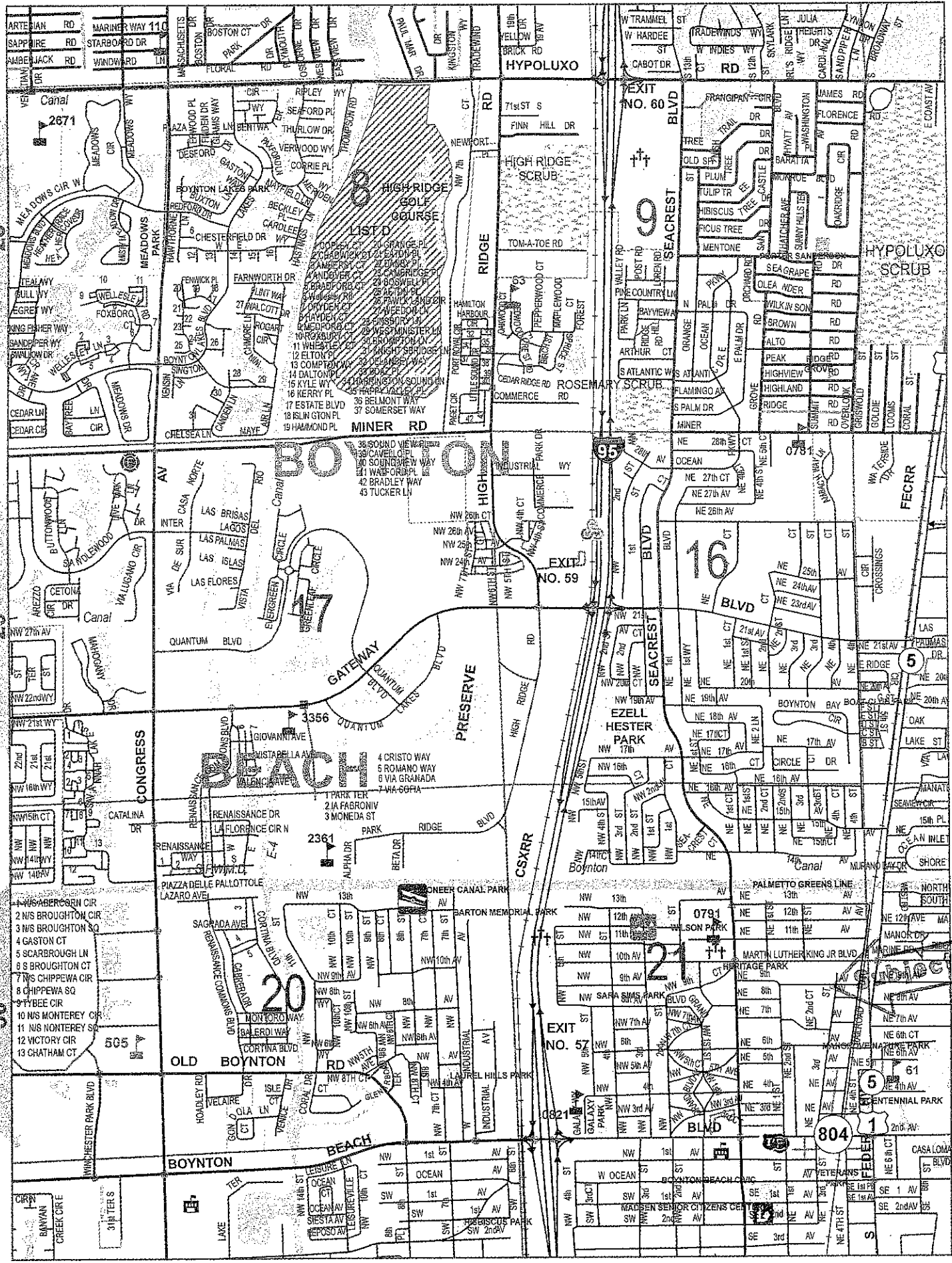


(Background and Justification cont.): The Board approved all three (3) five (5) year extension options and the Sublease expired on May 31, 2010. Several attempts were made to continue to sublease the premises from the BBCCC. The relationship between the BBCCC and Head Start deteriorated and began to interfere with Head Starts operations to the point of possibly jeopardizing its State Child Care License. On December 6, 2011, the City determined it was in its best interest to terminate its Lease with the BBCCC and approved Resolution R11-137 authorizing the Mayor to execute a Lease Agreement with the County at an annual rental rate of \$1.00. The initial term is ten (10) years and includes automatic extensions for two (2) successive periods of ten (10) years each, unless either party provides 180 days notice prior to the current terms expiration date of its intent not to renew. The County may terminate for any reason with ninety (90) days notice to the City. The County retains all rights, title, and interest in its improvements. Upon termination or expiration, the County may remove its personal property, and trade fixtures from the premises. The County is obligated to perform all maintenance on the building and building systems, including the playground equipment, landscaping and irrigation systems. The City is responsible for the parking lot including lighting and signage, fencing, telephone and cable wiring, potable water and sanitary sewer systems to the building, will supply and install hurricane shutters, and for the costs associated with garbage and trash removal. No Disclosure of Beneficial Interests is required since the transaction is between the County and another governmental entity.



T45

45

T45

LOCATION MAP



R 11-137

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

and

CITY OF BOYNTON BEACH

A MUNICIPAL CORPORATION OF THE

STATE OF FLORIDA

(City)

AGREEMENT OF LEASE

THIS LEASE made and entered into _____, by and between **CITY OF BOYNTON BEACH**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, hereinafter referred to as "City" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, City is the owner of certain real property as more specifically described hereinafter which County desires to lease from City; and

WHEREAS, City is willing to lease such property to County for the use set forth hereinafter;

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.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the County to be observed and performed, the City demises and leases to County, and County rents from City the building located at 909 NE 3rd Street, Boynton Beach, Florida, together with the parking lot, playground, and grassy area provided for the building as depicted in Exhibit "A" attached hereto and made a part hereof (the "Premises").

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 Ten (10) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. The Term of this Lease shall be automatically extended for two (2) successive period(s) of ten (10) years each, under the same terms and conditions of this Lease, commencing upon the expiration of the initial Term of this Lease or any extension thereof, unless either party provides notice on or before one hundred eighty (180) days prior to the end of the then current Term that such party does not want the term to be automatically extended, in which event this Lease shall expire at the end of the current Term.

ARTICLE II RENT

Section 2.01 Annual Rent.

County shall pay City an annual net Rent of One (\$1.00) Dollar (the "Annual Rent"), payable on the Commencement Date and each subsequent anniversary thereof. County is a tax-exempt entity. No sales or use tax shall be included or charged with Annual Rent. Payment of Rent will be made upon the receipt of an invoice from City mailed to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036,

West Palm Beach, Florida 33402. Each invoice must be received at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due, except that the invoice for the rent for the first year of the Term shall be submitted to County after the Effective Date of the Lease. Payments will be mailed to City at the address set forth in Section 14.02 of this Lease.

Section 2.02 Additional Rent.

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

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

Section 3.01 Acceptance of Premises by County.

County certifies that County 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. County further acknowledges that City 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 County's intended use thereof. No repair work, alterations, or remodeling of the Premises is required to be done by City as a condition of this Lease. County 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 County as specified in Section 4.01 of this Lease.

Section 3.02 Construction of Project.

County shall be solely responsible for any and all improvements, repairs alterations or other work necessary to render the Premises suitable for County's intended use. County shall design and construct such improvements at County'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 County'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.

County shall not make any improvements, additions, modifications or alterations to the Premises costing in excess of \$50,000 (hereinafter collectively referred to as "Alterations"), without the prior written consent of City in each instance which consent may be granted or withheld in City's sole and absolute discretion. County shall submit detailed plans and specifications for all such Alterations to City for City's written approval prior to commencing work on same. County 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 County, and not for the benefit of City, such work being nevertheless subject to each and every provision of this Lease. All work done by County 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, City may specify whether the Alteration is to be removed by County, at County's sole cost and expense, upon the termination or expiration of this Lease.

Section 3.04 Contractor Requirements.

County shall require contractors to furnish for the benefit of City a payment and performance bond to City equal to the cost of the improvements and in the form required

under Section 255.05, Florida Statutes, if so required by statute. County 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 City endorsed thereon, in such amounts and in such manner as City may reasonably require. City may require additional insurance for any alterations or improvements approved hereunder, in such amount as City reasonable determines to be necessary.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY

Section 4.01 Use of Premises.

County shall use and occupy the Premises solely and exclusively for the establishment and operation of a Head Start facility and program. County shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of City, which consent may be granted or withheld in City's sole discretion.

Section 4.02 Waste or Nuisance.

County 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 City's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at County's sole cost and expense and County will keep such refuse in proper fireproof containers on the interior of the Premises until removed. County will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction. County, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 4.03 Governmental Regulations.

County shall, at County'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 County or its use of the Premises, or the Premises generally. County 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.

Section 4.04 Non-Discrimination.

The parties assure and certify that they 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, familial status, sexual orientation, gender identity or expression, or disability with respect to any activity occurring on the Premises or under this Lease. County warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

Section 4.05 Surrender of Premises.

City acknowledges that all trade fixtures, furnishings, personal property, and signs located on the Premises belong to County and may be removed by County at any time during the Term of this Lease. Upon termination or expiration of this Lease, County shall have the unconditional right to remove any of the trade fixtures, furnishings, personal property, and signs located on the Premises, at its sole cost and expense, including but not limited to those items identified in the Interlocal Agreement between City and County dated July 10, 1990 (R90-1076D) on file with the Palm Beach County Clerk. County

shall surrender the Premises to the City in the same condition the Premises were in as of the Commencement Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or property within the Premises shall vest in City.

ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of City and County.

A. City. Notwithstanding anything in this Lease to the contrary, City shall at all times, at its own cost and expense, keep and maintain the following on the Premises:

1. Fencing.
2. Parking lot (including lighting and signage).
3. Potable water and sanitary sewer systems.
4. Garbage and trash removal.
5. Telephone and cable wiring to the building.
6. Hurricane shutters (including installation).

B. County. Except as otherwise provided herein, County shall at all times keep and maintain the Premises and all Alterations or improvements currently existing or constructed by County hereinafter on or about the Premises, in good condition and repair, at County's sole cost and expense. County's maintenance responsibilities shall include, without limitation, the roof, foundations, and other structural portions of the Premises and building, all entrances, all glass, windows, moldings and storefronts, and all partitions, doors, fixtures, equipment and other appurtenances thereof and improvements thereto, including without limitation, lighting, heating, ventilation and plumbing fixtures and equipment, wiring, the air conditioning system, fire and security alarm systems, playground equipment, and landscaping and irrigation system.

Section 5.02 City's Right to Inspect.

City or City's agents shall have the right, upon reasonable prior notice to County (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 City in a manner calculated to minimize interference with or disruption of County's operations within the Premises.

Notwithstanding anything contained herein to the contrary, City shall have access to the Premises when City, in its sole discretion, determines that it is time to install the hurricane shutters. City will endeavor to provide County with reasonable notice of the installation schedule so that County can prepare to cease its operations on the Premises. County acknowledges that City's installation of the hurricane shutters may occur up to 48 hours prior to the anticipated arrival of a hurricane and that County may not have use of the Premises while the shutters are in place.

ARTICLE VI UTILITIES

City shall be solely responsible for and promptly pay all costs and expenses related to water service, sewer service, and trash collection and removal. County shall be solely responsible for and shall pay directly to the utility company or the provider of such service all use charges for any other utility services provided to the Premises including, without limitation, gas, electricity, telephone and cable. In no event shall City be liable for an interruption or failure in the supply of any such utility to the Premises.

ARTICLE VII INSURANCE

A. County. Without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, County acknowledges and represents that County is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

County acknowledges to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, County agrees to provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which City agrees to recognize as acceptable for the above mentioned coverages.

B. City. City shall maintain all-risk property insurance for adequate limits of coverage on the building based on City's replacement cost calculation, or the highest probable maximum loss estimate for the perils of either fire, wind, or flood. City shall be fully responsible for any deductible, uncovered loss, or self-insured retention.

ARTICLE VIII INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless City against any actions, claims or damages arising out of County's negligence in connection with this Lease, and City shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of City's negligence in connection with this Lease. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. This section shall survive the termination of this Lease.

ARTICLE IX DESTRUCTION OF PREMISES

Section 9.01 Damage or Destruction by Fire, War or Act of God.

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, City shall promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better, at City's sole cost and expense. In the event City does not diligently pursue such restoration of the Premises, County shall have the right to either seek specific performance of City's obligation to restore the Premises, or terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty.

ARTICLE X ASSIGNMENT AND SUBLETTING

Section 10.01 Consent Required.

County may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of City, which may be granted or withheld at City's absolute discretion. Any attempted assignment, mortgage, pledge,

encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE XI DEFAULT

Section 11.01 Default by County.

The occurrence of any one or more of the following shall constitute an Event of Default by County under this Lease: (i) County's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) County's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on County's part to be performed or observed if such failure continues for more than thirty (30) days after notice from City unless the same is of such a nature that it cannot reasonably be cured within such a time period, in which event County shall be entitled to a reasonable period under the circumstances; or (iii) County's vacating or abandoning the Premises. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, City shall have the right to give County notice that City intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by County, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the thirty (30) day period and the City is so notified, this Lease will continue.

Section 11.02 Default by City.

City shall not be in default unless City fails to perform obligations required of City within a reasonable time, but in no event later than thirty (30) days after written notice by County to City, specifying wherein City has failed to perform such obligations; provided, however, that if the nature of City's obligations is such that more than thirty (30) days are required for performance then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

ARTICLE XII ANNUAL BUDGETARY FUNDING

This Lease and all obligations of County hereunder are subject to and contingent upon County's receipt of Federal funding sufficient to fulfill County's obligations hereunder and fund County's operation of a Head Start program on the Premises. Notwithstanding anything in this Lease to the contrary, County may cancel this Lease for any reason upon ninety (90) days prior written notice to City.

ARTICLE XIII QUIET ENJOYMENT

Upon payment by the County of the Rent, Additional Rent, and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by City or any other person or persons lawfully or equitably claiming by, through or under the City, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached thereto, constitute all agreements, conditions and understandings between City and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon City or County unless reduced to writing and signed by them.

Section 14.02 Notices.

All notices, consents, approvals, and elections (collectively "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any such notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties designate the following addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the County at:

Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: 561-355-2225
Fax: 561-355-4398

- (b) If to the City at:

City of Boynton Beach
Attention: Lori LaVerriere
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33425
Telephone: 561-742-6010
Fax: 561-742-6090

With a copy to:

James A. Cherof, City Attorney
Goren, Cherof, Doody, Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: 954-771-4500_
Fax: 954-771-4923

Any party may from time to time change the address at which notices under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 14.03 Criminal History Records Check.

City shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance, if City's agents or contractors are required under this Lease to enter or work at this site of a "critical facility" as identified in Resolution R2003-1274. City acknowledges and agrees that all agents and contractors who are to perform work in this critical facility will be subject to a fingerprint check based criminal history check.

Section 14.04 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14.05 Recording.

County shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of City, which may be granted or withheld at City's sole discretion.

Section 14.06 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 14.07 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

Section 14.08 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from City's Fire Department.

Section 14.09 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.10 Waiver.

The waiver by City of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained.

The consent or approval by City to or of any act by County requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent similar act by County.

Section 14.11 Non-exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.12 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 14.13 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 14.14 Survival

Notwithstanding any early termination of this Lease, County shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon County hereunder arising prior to the date of such termination.

Section 14.15 Office of the Inspector General.

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

Section 14.16 Effective Date of Lease.

This Lease 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

WITNESS:

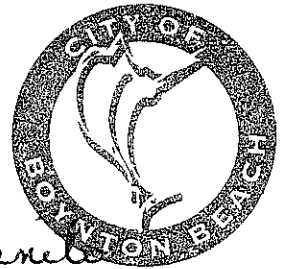
Tammy Stanzione
Witness Signature

Tammy Stanzione
Print Witness Name

Cindy Morabito
Witness Signature

Cindy Morabito
Print Witness Name

CITY: _____
By: _____, Mayor



ATTEST:

By: Janet M. Praenich
Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

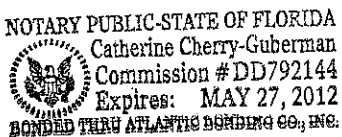
By: _____
City Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 15th day of December, 2011, before me personally appeared Jose Rodriguez, Mayor, personally known to me or who produced n/a as identification and who did () did not (x) take an oath and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein.

Catherine Cherry-Guberman
Notary Public, State of Florida
Print Name Catherine Cherry-Guberman
Commission No. DD792144

My Commission Expires: 5-27-12



ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

Signed and delivered
in the presence of:

Witness Signature

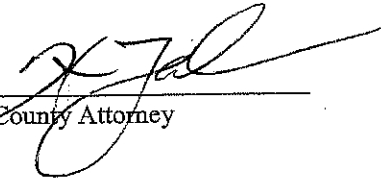
Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 
County Attorney

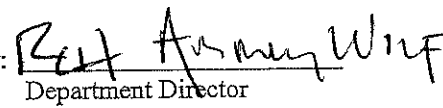
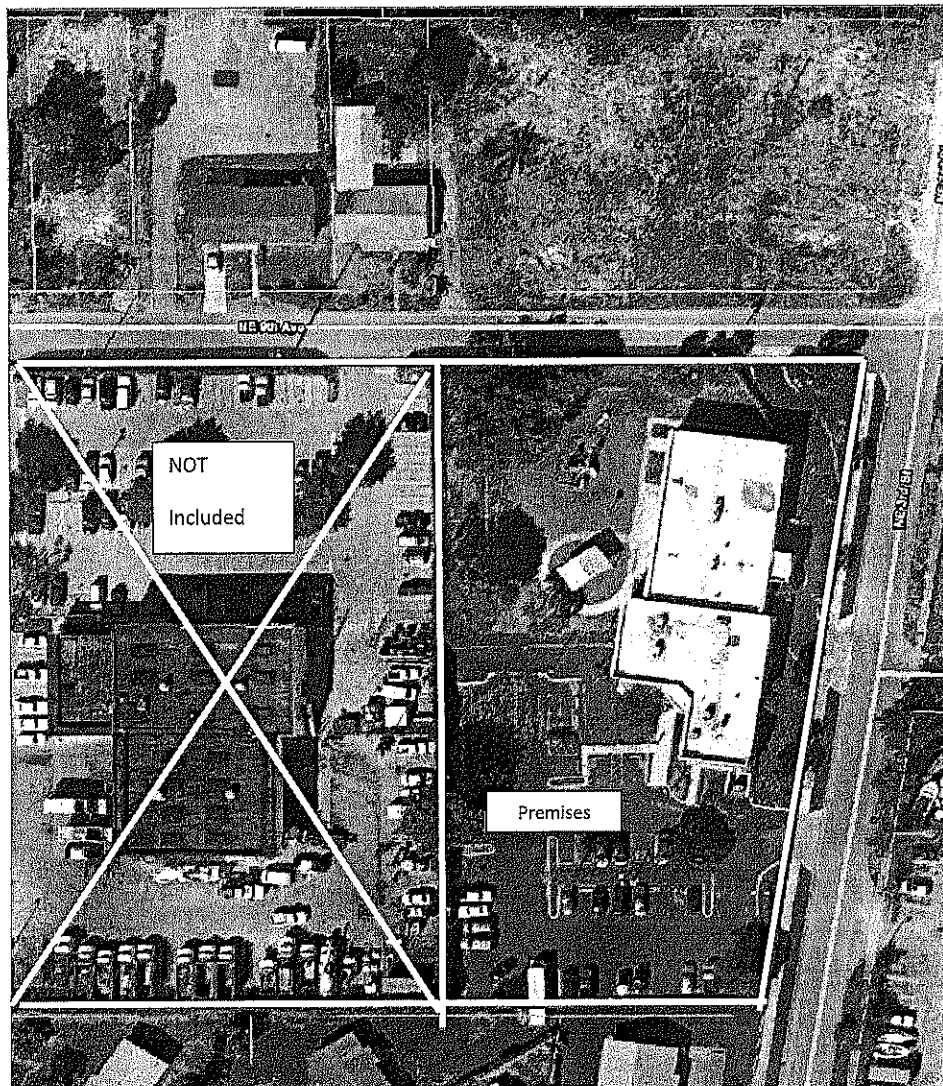
By: 
Department Director

EXHIBIT "A"
THE "PREMISES"



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: January 6, 2012 REQUESTED BY: Richard C. Bogatin

PHONE: 561.233.0214
FAX: 561.233.0210

PROJECT TITLE: Boynton Beach Child Care/ Head Start

PROJECT NO.: 2009-5.015

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.00</u>	<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>	<u>\$1.00</u>	<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: 03HD20 - ~~6109~~
SUB OBJ: 6411

IS ITEM INCLUDED IN CURRENT BUDGET: YES X NO

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

- Ad Valorem (source/type: _____)
- Non-Ad Valorem (source/type: _____)
- Grant (source/type: Federal 1002/147/1451/3149)
- Park Improvement Fund (source/type: _____)
- General Fund
 - Operating Budget
 - Federal/Davis Bacon

SUBJECT TO IG FEE? YES NO

Department: Community Services

BAS APPROVED BY: Tarina Malhotra DATE: 1/6/12

ENCUMBRANCE NUMBER:

1/6/12 Tarina

The City of Boynton Beach



OFFICE OF THE CITY MANAGER
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
City Manager's Office: (561) 742-6010
FAX: (561) 742-6011
e-mail: laverrierel@bbfl.us
www.boynton-beach.org

December 19, 2011
Certified Mail – 7009 0960 0001 0551 3217
Regular Mail

Mr. Wade King
646 H 206 Snug Harbor Dr.
Boynton Beach, FL 33435

RE: Notice of Termination of Lease for Boynton Beach Child Care Center

Dear Mr. King:

On December 6, 2011 the City Commission voted to terminate its lease dated February 7, 2006, with the Boynton Beach Child Care Center and to enter into an agreement with Palm Beach County to operate the Head Start Program located in the leased premises. Although the City appreciates the many years of service provided by the Child Care Center neither the City nor Palm Beach County have been able to obtain the necessary disclosures and assurances from the Child Care Center that it can fulfill the intended purpose which is the subject of the Lease Agreement. It is imperative that the City act immediately to preserve the Head Start Program in the current location. Accordingly, it is the City's intent to take possession of the lease premises on January 3, 2012 and we are requesting that the Child Care Center vacate the premises prior to that date. City Staff remains available to assist the Child Care Center in relocating its operations to another facility.

Very truly yours,

A handwritten signature in cursive script that reads "Lori LaVerriere".

Lori LaVerriere
Interim City Manager

LL/lms

Cc: James A. Cherof, City Attorney

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RESOLUTION NO. R11 -137

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND PALM BEACH COUNTY, FOR LEASE OF THE FACILITY AT 909 NE 3RD STREET FOR OPERATION OF THE HEAD START PROGRAM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County has been subleasing space from the Boynton Beach Child Care Center for the operation of the County's Head Start Program; and

WHEREAS, the County's Head Start Program provides a much needed service to the Boynton Beach Community; and

WHEREAS, issues have arisen regarding the two programs in the facility as it pertains to the County's licensing requirements to run the head Start Program; and

WHEREAS, staff is recommending the City Commission approve the execution of a Lease Agreement between the City of Boynton Beach and Palm Beach County for the lease of the facility at 909 NE 3rd Street for operation of the County's Head Start Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach hereby approves and authorizes the Mayor and City Clerk to execute a Lease Agreement between the City of Boynton

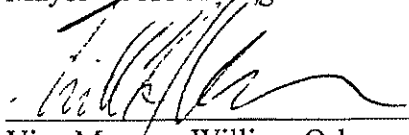
1 Beach and Palm Beach County for the lease of the facility at 909 NE 3rd Street for the County's
2 operation of the Head Start Program, a copy of which is attached hereto as Exhibit "A".

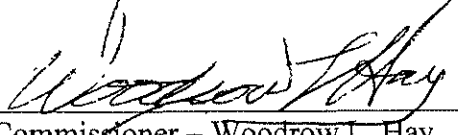
3 Section 3. This Resolution shall become effective immediately upon passage.


4 **PASSED AND ADOPTED this 6th day of December, 2011.**

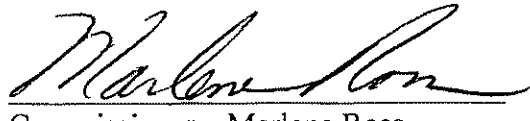
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7 CITY OF BOYNTON BEACH, FLORIDA

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11 _____
12 Mayor – Jose Rodriguez

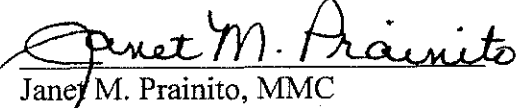
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16 Vice Mayor – William Orlove

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20 Commissioner – Woodrow L. Hay

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24 Commissioner – Steven Holzman

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28 Commissioner – Marlene Ross

29 ATTEST:

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32 _____
33 Janet M. Prainito, MMC
34 City Clerk

