

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

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Meeting Date: May 1, 2012	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular	
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing	

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Department: Facilities Development & Operations

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: a First Amendment to the Lease Agreement (R2010-0256) with The School Board of Palm Beach County for its continued use of approximately 10,266 SF of land and a 3,000 SF+/- building located at 1200 45<sup>th</sup> Street, in West Palm Beach for \$1.00 a year.


**Summary:** On February 23, 2010, the Board approved the lease of a 3,000 SF+/- County owned building and a total of 10,266 SF+/- of land currently supporting three (3) District owned portable classrooms. The School Board utilizes the building and portable classrooms to provide educational services and truancy programs to at risk youths at the Sabal Palm/High Ridge School. This First Amendment modifies Section 1.03 Lease Term to provide a fixed term of 10 years expiring on February 22, 2022, with no extension options. The Amendment also delegates authority to the Director of Facilities Development and Operations to review plans for and provide consent to portable classroom replacements. The Lease may be cancelled by either party for any reason upon one hundred eighty (180) days prior written notice to the other party. **(PREM) District 7 (HJF)**

**Background and Justification:** The School Board has occupied this property since the early 1980s in support of the County's Sabal Palm/High Ridge School. On February 23, 2010 (R2010-0256) the Board approved the Agreement of Lease. The School Board has requested a change in the term from annual automatic one (1) year renewals to a fixed ten (10) year period to coincide with the useful life of the portable classrooms it is planning to replace. This Amendment includes housekeeping updates, provides either party with termination rights for any reason with 180 days notice, includes an acknowledgement of the Inspector General's authority, and delegates authority the Director of the County's Facilities Operations and Development Department to review and approve plans for portable classroom replacements. All other modifications or improvements with an estimated cost exceeding \$2,500 will require Board approval. Florida Statutes Section 286.23 does not require that a Disclosure of Beneficial Interests be obtained.

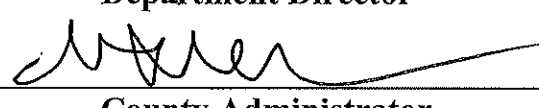
**Attachments:**

1. Location Map
2. First Amendment

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Recommended By:   
Department Director

4/11/12  
Date

Approved By:   
County Administrator

4/11/12  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<\$1.00>	<\$1.00>	<\$1.00>	<\$1.00>	<\$1.00>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes   X   No       

Budget Account No: Fund   0001   Dept   410   Unit   4240   Object   6422    
Program       

### 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

Contract Development and Control  
4-20-12 B. Wheeler

### B. Legal Sufficiency:

Assistant County Attorney

*Amendment not signed by School Board at time of CDO review*

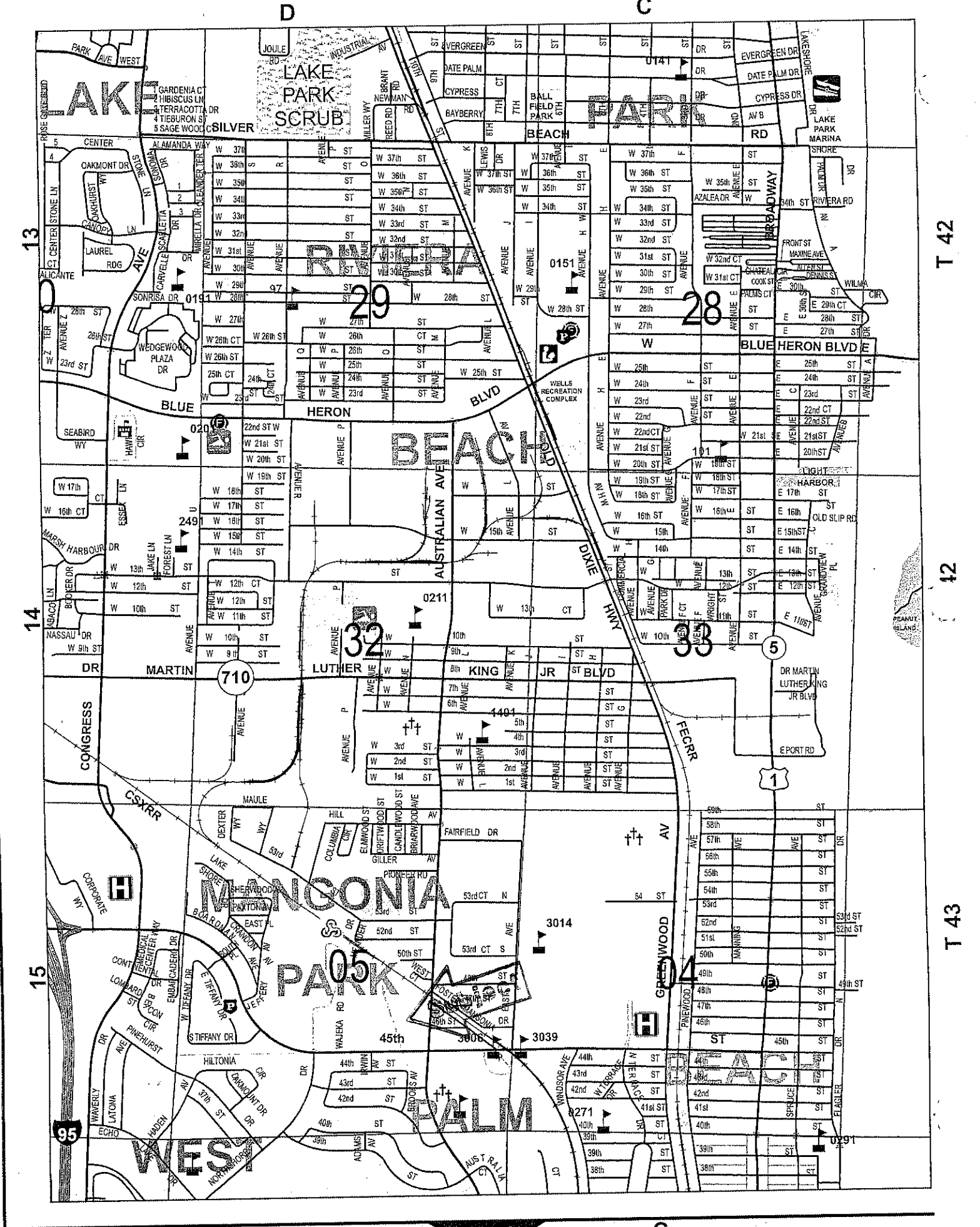
This amendment complies with  
our review requirements.

*At the time of our  
review, the amendment  
was not created.*

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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



LOCATION MAP

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## **FIRST AMENDMENT TO AGREEMENT OF LEASE**

**THIS FIRST AMENDMENT TO AGREEMENT OF LEASE** ("First Amendment") made and entered into \_\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, a corporate body politic pursuant to the Constitution of the State of Florida, hereinafter referred to as "Tenant".

### **WITNESSETH:**

**WHEREAS**, Tenant entered into an Agreement of Lease dated February 23, 2010 (R2010-0256) (the "Lease") with County for the use of the Premises as defined in the Lease, which includes approximately 10,266 square feet of land and a building located at 1200 45<sup>th</sup> Street, West Palm Beach, Florida; and

**WHEREAS**, County and Tenant wish to amend the Lease to extend the term, add a cancellation provision, delegate certain approval authority on behalf of County, update the insurance and notice provisions, and add language required by County.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. All defined terms as used herein shall have the same meaning and effect as in the Lease.
2. Section 1.02 of the Lease is hereby modified to delete "Chief of Facilities Management" and replace it with "Chief of Support Operations".
3. Section 1.03 of the Lease is hereby deleted in its entirety and replaced with the following:

#### **Section 1.03 Length of Term and Commencement Date.**

The term of this Lease commenced on February 23, 2010 (the "Commencement Date"), and shall extend through February 22, 2022 (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. Notwithstanding anything in this Lease to the contrary, either party may cancel this Lease for any reason upon one hundred eighty (180) days prior written notice to the other party.

4. Section 3.02 of the Lease is hereby modified to provide that all requests and submittals for written approval of Alterations or replacement of portable classrooms shall be submitted to the Director, Facilities Development & Operations Dept., 2633 Vista Parkway, West Palm Beach, FL 33411. Section 3.02 of the Lease is further modified to provide that County delegates to the Director, Facilities Development & Operations Dept., the authority to approve or deny in his/her reasonable discretion any request of Tenant to replace any of the portable classrooms.

5. Section 4.04 of the Lease is hereby modified to include a prohibition against discrimination on the basis of familial status.
6. Section 7.01 of the Lease is hereby modified to change the insurance amounts to \$200,000 per person and \$300,000 per occurrence.
7. Section 13.02(b) of the Lease is hereby deleted and replaced with the following:

(b) If to the Tenant at:  
Planning & Real Estate Services  
The School District of Palm Beach County  
Attention: Director  
3300 Forest Hill Blvd., Suite C-110  
West Palm Beach, FL 33406  
Telephone: 561-434-8020  
Fax: 561-434-8815

With a copy to:  
General Counsel  
The School Board of Palm Beach County  
P.O. Box 19239  
West Palm Beach, FL 33416-9239  
Telephone: 561-434-8500  
Fax: 561-434-8105

8. 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
9. This First Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.
10. Except as modified by this First Amendment, the Lease remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Lease, as amended, in accordance with the terms thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

TENANT:  
THE SCHOOL BOARD OF PALM  
BEACH COUNTY, FLORIDA, a corporate  
body politic pursuant to the Constitution of  
the State of Florida

By: \_\_\_\_\_  
Frank A. Barbieri, Jr., Esq., Chairman

ATTEST:

By: \_\_\_\_\_  
E. Wayne Gent,  
Superintendent

APPROVED AS TO FORM:

By: \_\_\_\_\_  
School Board Attorney


ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana, Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:  \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Department Director

<b>ACORD</b> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) <b>03/16/2012</b>
PRODUCER (561)994-9994 FAX (561)997-7087 <b>The Beacon Group, Inc.</b> <b>6001 Broken Sound Pkwy., N.W.</b> <b>Suite 500</b> <b>Boca Raton, FL 33487-2730</b>		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 <b>School District of Palm Beach Co.</b> <b>3370 Forest Hill Blvd.</b> <b>Suite A-103</b> <b>West Palm Beach, FL 33406</b>		INSURERS AFFORDING COVERAGE INSURER A: <b>School District of Palm Beach County</b> 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 LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	SUBJECT TO INSURER A: FLA STATUTE 768.28 *200,000 PER PERSON *300,000 PER OCCURRENCE	07/01/2011	07/01/2012	EACH OCCURRENCE	\$ 200,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ excluded
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 300,000
						PRODUCTS - COMP/OP AGG	\$ included
A		AUTOMOBILE LIABILITY	SUBJECT TO INSURER A: FLA STATUTE 768.28 *200,000 PER PERSON *300,000 PER OCCURRENCE	07/01/2011	07/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 300,000
	<input checked="" type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$ 200,000
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ 300,000
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$ included
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY	\$1,000,000 LEGISLATIVE CLAIMS BILL FLA STATUTE 768.29	07/01/2011	07/01/2012	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	FLA STATUTE 768.28	07/01/2011	07/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				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

CERTIFICATE HOLDER	CANCELLATION
<b>Palm Beach County Board of County Commissioners</b> <b>c/o Property&amp;Real Estate Management Division</b> <b>Attn: Director</b> <b>2633 Vista Parkway</b> <b>West Palm Beach, FL 33441-5605</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</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 <b>Donald Dresback, CPCU, ARM/1</b> <i>Donald Dresback</i> A072032