

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>116,781.24</u>	<u>238,233.74</u>	<u>247,702.50</u>	<u>126,250.00</u>	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>116,781.24</u>	<u>238,233.74</u>	<u>247,702.50</u>	<u>126,250.00</u>	<u>-0-</u>

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget: Yes X No _____
 Budget Account No: Fund 1340 Dept 540 Unit 5003 Object 4411
 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:

Jim But 2-14-07
 OFMB
 SHH/07
 oom 2-14-07
 CN 2/13/1

Jim J. Jacoby 2/16/07
 Contract Development and Control

B. Legal Sufficiency:

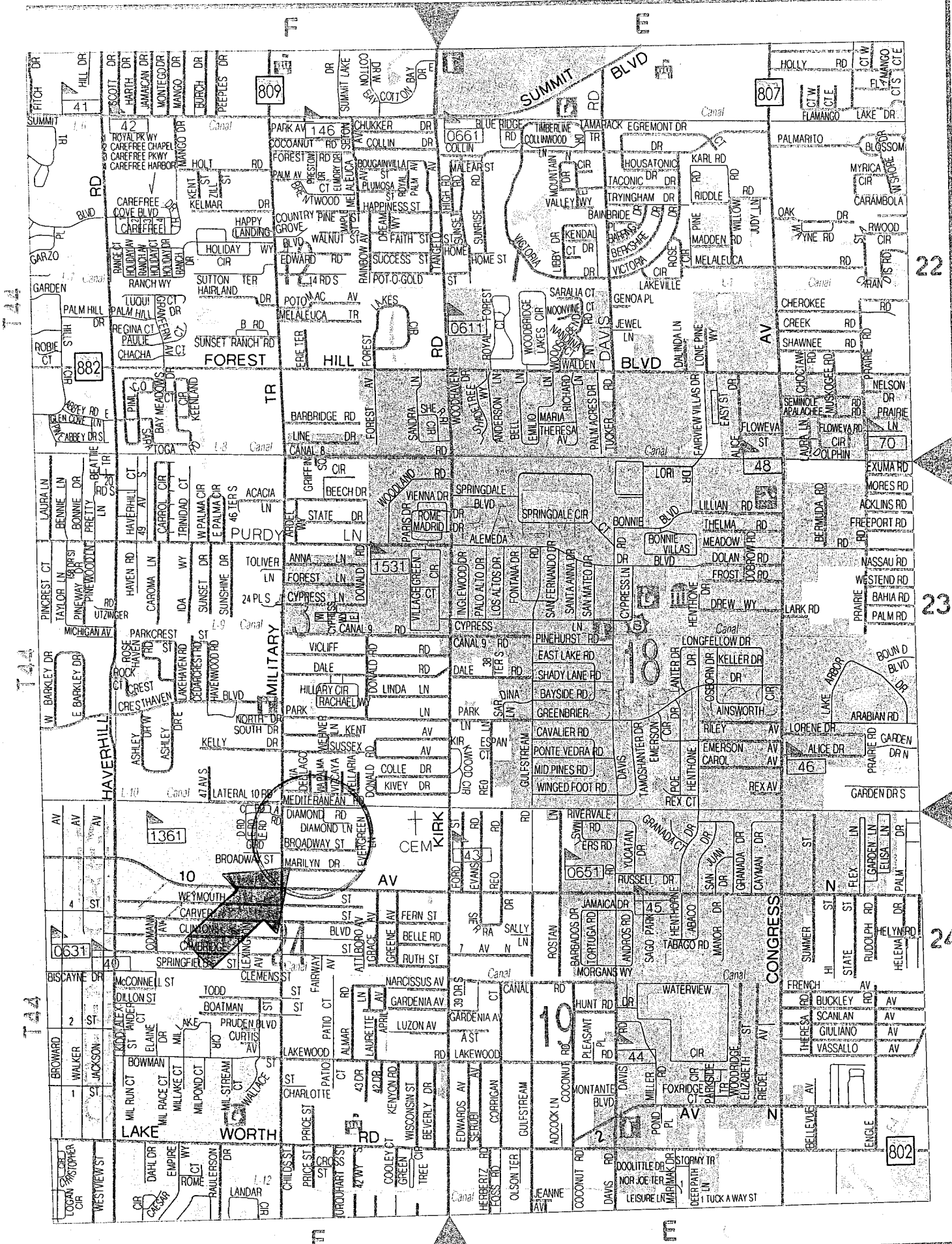
This amendment complies with our review requirements.

James Brink
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



ATTACHMENT #1

LOCATION MAP



AMENDMENT NUMBER THREE TO LEASE AGREEMENT

THIS AMENDMENT NUMBER THREE TO LEASE AGREEMENT (“Amendment Number Three”) made and entered into _____, by and between OSCAR ROJAS and CATALINA ROJAS, husband and wife, hereinafter referred to as “Landlord” and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, on behalf of Palm Tran, a County Department, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, South Atlantic Properties Group, Inc., the original Landlord, and County entered into a Lease Agreement dated December 19, 2000 (R2000-2059) (the “Lease Agreement”), for 6,000 gross square feet of office space located at 3040 S. Military Trail, Lake Worth, Florida 33463 (the “Leased Premises”) for a term commencing on December 19, 2000, and expiring on March 31, 2004; and

WHEREAS, South Atlantic Properties Group, Inc. sold the Leased Premises to Gerry Trader, Inc., and provided written notice of the change in ownership to the County in November, 2002; and

WHEREAS, Gerry Trader, Inc. sold the Leased Premises to Oscar Rojas and Catalina Rojas (“Landlord”), and provided written notice of the change in ownership to the County on June 21, 2004; and

WHEREAS, the Lease Agreement provides the County with five (5) one (1) year options to extend the term of the Lease Agreement; and

WHEREAS, pursuant to Amendment Number One to Lease Agreement dated March 11, 2003 (R2003-0367) (“Amendment One”), County exercised the first renewal option to extend the Term of the Lease Agreement until March 31, 2005, and the parties added 2,675 square feet of office space to the Lease Agreement; and

WHEREAS, pursuant to Amendment Number Two to Lease Agreement dated November 16, 2004 (R2004-2368) (“Amendment Two”), County exercised the second renewal option to extend the Term of the Lease Agreement until March 31, 2006, and the parties added 3,950 square feet of office space to the Lease Agreement upon the same terms and conditions of the Lease Agreement except as specifically identified in Amendment Two; and

WHEREAS, on February 7, 2006, County exercised the third renewal option to extend the Term of the Lease Agreement until March 31, 2007 (R2006-0213); and

WHEREAS, County desires to revise the Lease Agreement to extend the term beyond the remaining lease renewal option periods and receive two additional two-year extension options; and

WHEREAS, the parties desire to modify provisions related to the maintenance of the Premises; and

WHEREAS, Landlord hereby acknowledges that County is not delinquent in the payment of rent and is not in default of any of the terms and conditions of the Lease Agreement; and

WHEREAS, Landlord and County hereby agree that the facts as 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 Agreement is hereby modified as follows:

1. Section 1.03(B), Lease Term, is modified to extend the Term until March 31, 2010.

2. The first sentence of Section 1.04, Renewal Options, is deleted in its entirety and replaced with the following: County shall have the right at its option and provided that it is not then in default under this Lease Agreement, to extend the Term for two (2) successive two (2) year option periods under the same terms and conditions contained herein.

3. Section 2.01, Rent, is deleted in its entirety and replaced with the following: County shall pay Landlord for the use and occupancy of the Leased Premises a gross rent as follows:

For the Year April 1, 2006, to March 31, 2007:	\$15.78 per sq. ft. per year
For the Year April 1, 2007, to March 31, 2008:	\$18.50 per sq. ft. per year
For the Year April 1, 2008, to March 31, 2009:	\$19.24 per sq. ft. per year
For the Year April 1, 2009, to March 31, 2010:	\$20.00 per sq. ft. per year
For Option Year April 1, 2010, to March 31, 2011:	\$20.80 per sq. ft. per year
For Option Year April 1, 2011, to March 31, 2012:	\$21.63 per sq. ft. per year
For Option Year April 1, 2012, to March 31, 2013:	\$22.49 per sq. ft. per year
For Option Year April 1, 2013, to March 31, 2014:	\$23.38 per sq. ft. per year

This lease is intended to be a gross lease, and County's responsibilities hereunder shall be limited to those specifically set forth herein.

4. Section 4.01, Landlord's Work, is modified to obligate the Landlord to perform the additional improvements set forth in Exhibit "B-1", Additional Landlord Improvements, attached hereto and made a part hereof, at its sole cost and expense. The hurricane shutter installation (as detailed in item #1 on Exhibit "B-1") shall be completed as soon as practicable but no later than November 1, 2007, and the roof shall be repaired (as detailed in item #2 on Exhibit "B-1") as soon as practicable but no later than June 1, 2007. Landlord's Work shall be done in a good and workmanlike manner, in the least intrusive manner possible, and without interruption of Tenant's use of the Leased Premises.

5. Section 5.01, Responsibility of Landlord, is modified to include the following sentence: If Landlord shall fail to promptly repair any item in the Leased Premises required to be repaired by Landlord under this Lease Agreement within fifteen (15) days of notice from County of the need for such repair, County may complete such repairs and deduct from the rent due all expenses incurred by County in doing so.

6. Section 15.04 (b), Notices, is revised to incorporate the address for the County:

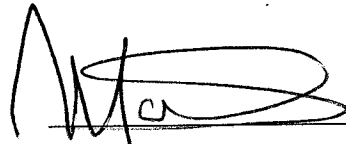
Property and Real Estate Management
Attn: Director
3200 Belvedere Road, Building 1169
West Palm Beach, FL 33406

7. Except as specifically modified by this Amendment Number Three, all of the terms and conditions of the Lease Agreement not defined herein shall have the same meaning ascribed to them as in the Lease Agreement, as amended by Amendment One and Amendment Two, shall remain unmodified and in full force and effect, and, are hereby

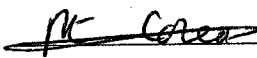
ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number Three on the day and year first above written.

WITNESS AS TO BOTH:




Maribel Rivera
Type Name



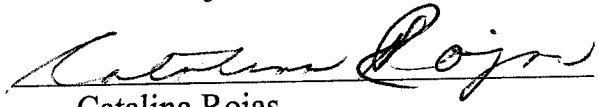
Mayra C. Corea
Type Name

LANDLORD:

OSCAR ROJAS AND CATALINA ROJAS



Oscar Rojas



Catalina Rojas

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

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

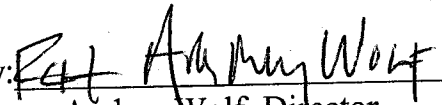
By: _____
Addie L. Greene, Chairperson

(SEAL)

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 "B-1" attached to
Amendment Number Three to
Lease Agreement

EXHIBIT "B-1"

ADDITIONAL LANDLORD IMPROVEMENTS

The following improvements shall be made by Landlord at no cost to the County:

1. Installation of accordion-style hurricane shutters on the front glass portions of the Leased Premises located in the one-story "3040" building and in the two-story "3044" building.
2. Repair roof upon the entire one-story "3040" building as necessary to eliminate all water intrusion. The repairs shall include but not be limited to: clean roof to a workable surface; cut out all roof bubbles; reseal and patch roof with appropriate materials; repair all flashing details and failing seams with appropriate materials; repair and/or replace the gutter system.
3. Within 48 hours of County's faxed or e-mailed notification to Landlord of roof leaks on either the "3040" building or the "3044" building, a licensed roofing company shall begin repairs of the leaks and the repair work shall be completed as soon as practicable. During the entire term of the Lease, Landlord shall maintain a service contract with a licensed roofing company in order to comply with the deadline stated above. Within 10 days of execution of any service contract or amendment thereto, Landlord shall provide County with a copy of the current service contract.

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BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 1/18/2007

REQUESTED BY: Steven K. Schlamp, Property Specialist, FD&O - PREM

SENT TO: Dennis Dec, Director, Palm Tran Connection

PROJECT NAME: Palm Tran Connection Amend 3

IS ITEM INCLUDED IN CURRENT BUDGET: YES _____ NO X

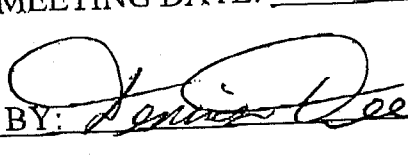
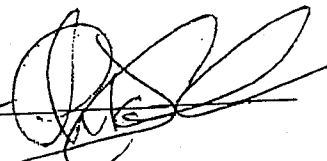
BUDGET ACCOUNT NO:

FUND: 1340 DEPT: 540 UNIT: 5003 OBJ: 4411 PROGRAM: _____

FIVE YEAR SUMMARY OF FISCAL IMPACT:

FISCAL YEARS	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
CAPITAL EXPENDITURES	_____	_____	_____	_____	_____
OPERATING COSTS (RENT)	216,792.50 <u>116,781.24</u>	238,233.74	247,702.50	126,250.00	-0-
EXTERNAL REVENUE	_____	_____	_____	_____	_____
PROGRAM INCOME (COUNTY)	_____	_____	_____	_____	_____
IN KIND MATCH (COUNTY)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	216,792.50 <u>116,781.24</u>	<u>\$238,233.74</u>	<u>\$247,702.50</u>	<u>\$126,250.00</u>	<u>\$-0-</u>

PROPOSED BCC MEETING DATE: 2/27/2007

BAS APPROVED BY:   DATE: 1/22/07

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2006

PRODUCER (561) 655-5500
Acordia West Palm Beach
 501 South Flagler Drive, Suite 600
 West Palm Beach, FL 33401-5914

INSURED **Oscar & Catalina Rojas**
 329 Atlantic Ave
 Sunny Isles Beach, FL 33160

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.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Mt. Vernon Fire Insurance Company	
INSURER B:	Lloyd's of London	
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	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CL2314994	6/23/2006	6/23/2007	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CL2314994	6/23/2006 RECEIVED	6/23/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B		OTHER	LEW1725	6/23/2006	6/23/2007	Ded 10000/W&H 105000	1118200/8021
B		Bldgs 1&2	LEW1725	6/23/2006	6/23/2007	Bldgs 1&2	90702/889

AUG 01 2006

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certholder is Additional Insured on General Liability (Form CG2026) and Auto Liability also is Loss Payee on Property. Coverage is Primary. No exclusions for Contractual or Cross Liability.

CERTIFICATE HOLDER

Palm Beach County Board of Commissioners, Prop & Real Estate Mgmt
 Attn: Director
 3200 Belvedere Road, Bldg. 1169
 West Palm Beach, FL 33406-1544

CANCELLATION

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

[Signature]
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