

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 9, 2008 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No.1 to Restated Sublease and Fuel Provision Agreement (R2006-2005) with the City of West Palm Beach.

Summary: On September 12, 2006, the Board approved the Restated Sublease and Fuel Provision Agreement with the City providing for the construction of one (1) hanger bay and associated space on behalf of the City, at the City's cost and expense. The specific scope of work was described in an exhibit to the Agreement. During construction, the scope of work was changed via the normal change order process for a variety of reasons and this Amendment No. 1 recognizes those changes but without any change to the cost of the work. The project is nearing completion with occupancy to occur within the next 30 days. (FDO Admin) District 2 (HJF)

Background and Justification: In 2005, the City of West Palm Beach agreed to fund the construction of one hanger bay as part of the expansion of the hanger in exchange for a written sublease (R2005-1328). In 2006, the restated sublease Agreement (R2006-2005) set forth the terms of the City's payments for the design and construction of the hanger bay, its on-going obligations as a sublessee and the continued purchase of aviation fuel. Specifically Exhibit C to the Agreement sets forth the specific scope of work to be constructed. During the construction period and through the change order process, scope changes were made to the City's hanger and associated space which now require modifications to Exhibit C. None of the scope changes impact the agreed upon cost of work.

Attachments:

Amendment No. 1

Recommended by: Ann May Wolf 8/18/08
Department Director Date

Approved by: [Signature] 8/26/08
County Administrator Date

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years		2008	2009	2010	2011	2012
Capital Expenditures		<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs		<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues		<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program (County) Income		<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind (County) Match		<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT		<u>*-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No: Fund _____ Department _____ Unit _____ Object _____
Reporting Category


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

There is no fiscal impact to this item.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development & Control Comments:
* No additional fiscal impact. Changes requested by the city net to zero additional cost.

atwillhite 8.22.08
OFMB
 ON 8/24/08

Don J. Jewell 8/25/08
Contract Dev. and Control
E. Jones 8/25/08

B. Legal Sufficiency:
R. J. Al 8/26/08
Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:
Don Jewell

**AMENDMENT #1 TO THE
SUBLEASE AND FUEL PROVISION AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF WEST PALM BEACH (R2006-2005)**

THIS AMENDMENT NO. 1 TO THE SUBLEASE AGREEMENT entered into this ____ day of _____, 2008, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County", and the City of West Palm Beach, a municipal corporation, hereinafter referred to as "City" or "Tenant."

WHEREAS, the City has requested changes to the design of the Premises, the northernmost hangar bay in the Aviation Unit Facility (AUF), that the City rents from the County through the Sublease and Fuel Provision Agreement (R2005-1328), dated July 12, 2005; and

WHEREAS, the design of the Premises is set forth in Exhibit C of the Sublease and Fuel Provision Agreement; and

WHEREAS, the County and City have agreed to changes in the scope of work to be completed on behalf of the City contemplated under Sublease, an amendment to the Sublease is now required.

NOW, THEREFORE, in conjunction of the mutual promises contained herein, the County and the City agree as follows.

1. Exhibit C to the Sublease shall be modified and replaced with the Exhibit C identified in Attachment 1 to this Amendment and that such changes shall be made at no cost to the City.
2. To the extent that Attachment 1 to this Amendment creates conflicts with Exhibit A of the Sublease, this modified Exhibit C shall prevail.
3. All other terms of Sublease remain unmodified and in full force and effect.

[Remainder of page intentionally left blank.]

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

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: *Dean Kelly*
Director, Department of Airports

By: *Anthony Wolf*
Director, Facilities Development & Ops

Deputy ATTEST:
CITY CLERK

CITY OF WEST PALM BEACH

By: *Jennifer McManeal*

By: *Lois Frankel*
Lois Frankel, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *WJA 7.23.08*
City Attorney

Exhibit C

The Premises (approximately 3,495 square feet) shall consist of a fully enclosed hanger (approximately 2,675 square feet) and living quarters (approximately 820 square feet) at the east end of the new AUF. The hangar space (50' wide x 53' deep) shall be separated by a fire rated wall from the living quarters, which will consist of an enclosed climate controlled office/parts area (approximately 241 SF), and enclosed climate controlled training/briefing room (approximately 227 SF) and a restroom with shower/common area (approximately 352 SF). The details associated with the above listed spaces, some of which may appear on Exhibit A to the Sublease, will be modified by the County as follows; 1) move the conference room window east, 2) move conference room door south to create more continuous wall space, 3) remove fire door from office to hanger and replace with fire rated wall, 4) add telephone horn speaker in hanger and telephone ceiling speaker in training, 5) add power outlets in closet, 6) provide cabling for cable television in training room and office, and 6) add the air handling unit and condenser unit for the living quarters to the emergency generator which includes upgrade to the transfer switch previously planned.

The Premises shall be constructed to industrial use standards in accordance with Florida Building Code requirements. The new hanger bay will be the same height as the existing hanger bays and will be supported by public water/electric/telephone services and floor drains. The Premises will be accessed on the airside by a 42' wide exterior rolling hanger door and 2 secondary pedestrian man-doors and accessed on the landside by a private pedestrian man-door leading from the parking area. The Premises will be protected with a security access system and fire suppression system. The space will not contain sleeping facilities. There will be access to restroom and shower facilities located in the PBSO living quarters through the PBSO storage hanger bay. All furniture and equipment for the Premises is to be supplied by the City (site improvements, fencing, etc.) but for 1) a kitchen sink, cabinetry, and associated plumbing/electric, 2) refrigerator and associated plumbing/electric, 3) microwave, 4) eyewash/shower and associated plumbing, 5) washer, dryer and associated plumbing/electric/ventilation system and 6) five lockers, fully installed; all of which will be provided by the County. ~~and~~ A separate, new helicopter pad/access tarmac shall also be constructed.

Should the City desire changes to the interior of the above described Premises during construction, the City shall submit a written request identifying the specific changes desired. Upon receipt of the requested changes, the County shall review the request and provide a response to the City, in writing, within fourteen (14) days indicating that the requested changes are acceptable, not acceptable, or that further information is needed. Should the County accept a City-initiated change, in its response to the City, the County shall identify: the anticipated costs and delay associated with the change, other information pertinent to cost and schedule changes associated with the change, and the date by which the City will need to decide to proceed with the change. The City shall then notify the County of its decisions as to whether to process with the changes by the date set by the County. The City shall provide the funds for the additional costs to the County prior to the County commencing work on the requested change. The City acknowledges that changes to the Premises will become more costs as the design process progresses.