

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures					
Operating Costs	<u>\$40,248.23</u>	<u>\$45,114.23</u>	<u>\$46,468.06</u>	<u>\$47,862.07</u>	<u>\$49,297.97</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	# <u>\$40,248.23</u>	<u>\$45,114.63</u>	<u>\$46,468.06</u>	<u>\$47,862.07</u>	<u>\$49,297.97</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____

Budget Account No: Fund 1002 Dept 147 Unit 1451-02 Object 4410
 Program Code HD20 GY-09

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

‡ Rent is funded by Federal grant funds (80%) and from General funds (20%).

Annual burglar alarm fees are estimated to be \$1,500 and are paid separately directly from Community Services operating account.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

And She 9/23/09
 OFMB 9/23/09
 0A12209 CN 9/21/08

June J. Jacobson 9/24/09
 Contract Development and Control
 E. Jones 9/24/09

B. Legal Sufficiency:

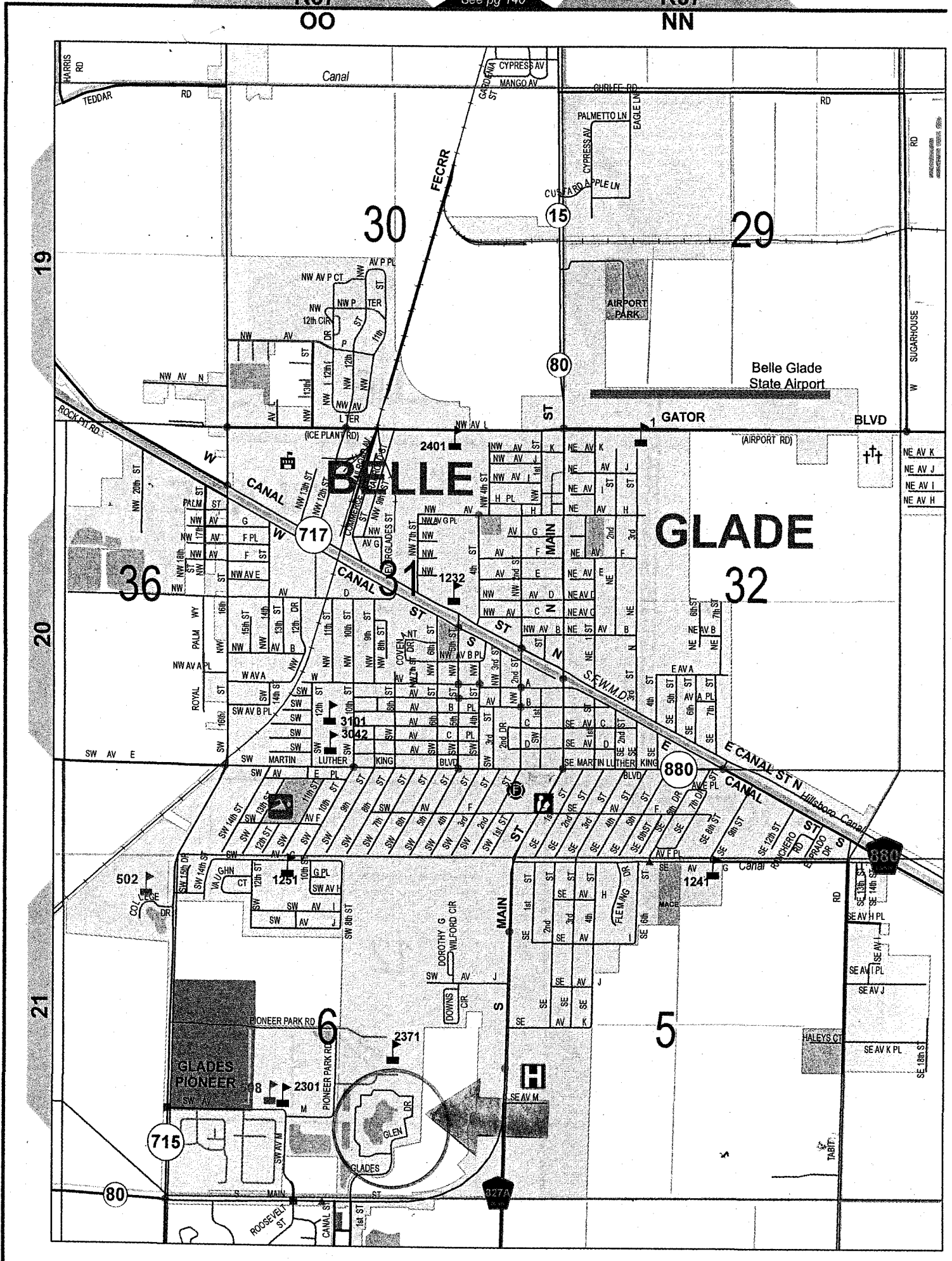
A. Jal 9/25/09
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

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



LOCATION MAP

ATTACHMENT #1



AMENDMENT NUMBER ONE
TO LEASE AGREEMENT

THIS AMENDMENT NUMBER ONE TO LEASE AGREEMENT (“**First Amendment**”) made and entered into on _____, by and between PRINCE OF BELLE GLADE GARDENS, LLC, a Florida limited liability company, hereinafter referred to as “**Lessor**” and PALM BEACH COUNTY, a political subdivision of the State of Florida, on behalf of the Department of Community Services, Head Start & Children’s Services Division, hereinafter referred to as “**Lessee**”.

Whereas, Glades Partnership, Ltd., the original Lessor, and Lessee entered into that certain Lease Agreement dated September 13, 1994 (R94-1093D) (the “**Lease**”) for the use of the Premises as defined in the Lease, which includes the entire Day Care Facility containing a gross leasable area of approximately 5,248 square feet thereto, in the Palm Glade Apartments development located at 2000 South Main Street, Belle Glade, Florida 33430, and which Lease commenced on November 1, 1994, for a term of 15 years; and

Whereas, Lessor is the successor in interest to Castello Brothers, LLC, and Prince David, LLC, the successor in interest to Belle RP, LLC d/b/a Glades Glen Apartments, the successor in interest to Palm Glade Acquisition Corporation, Inc., d/b/a Glades Glen Apartments, the successor in interest to Glades Partnership, Ltd.; and

Whereas, the parties desire to provide Lessee the option to extend the Term of the Lease for one additional five (5) year period and three (3) additional periods of one (1) year each; and

Whereas, the parties desire to increase the Rent and modify other provisions of the Lease; and

Whereas, Lessor hereby acknowledges that Lessee is not delinquent in the payment of rent and is not in default of any of the terms and conditions of the Lease.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, the parties agree that the Lease is hereby modified as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined or amended herein shall have the same meaning as ascribed to them in the Lease.
2. **Section 1.03, Length of Term and Commencement Date**, is modified to provide that Lessee shall have the option to extend the Term for one (1) additional period of five (5) years commencing on November 1, 2009, followed by three (3) additional extension periods of one (1) year each, all of which shall be subject to the same terms and conditions contained in the Lease, as amended. By execution of this First Amendment, Lessee is exercising its option to extend the Lease for the additional five (5) year period. Lessee shall exercise the other options, if at all, by written notice to Lessor on or before the expiration of the then current term of this Lease.
3. **Section 2.01, Annual Rent**, is modified to provide that commencing on November 1, 2009, and subject to the provisions of Section 2.02(a), as amended, Lessee shall pay Lessor an initial annual rent (“**Rent**”), of Forty-Three Thousand Nine Hundred Seven and 18/100 Dollars (\$43,907.18) (\$8.37/gross leasable sq. ft.). The Rent shall be payable in equal consecutive monthly installments of Three Thousand Six Hundred Fifty Eight and 93/100 Dollars (\$3,658.93) on the first day of each month, in advance.
4. **Section 2.02(a) Cost of Living Adjustment to Annual Rent** is hereby deleted in its entirety and replaced with the following:

Section 2.02(a) Increase in Rent

Commencing on November 1, 2010, and on each November 1 thereafter (the "Adjustment Date") during the Term of this Lease, as amended, the annual Rent shall be increased by three percent (3%) as follows:

<u>Period:</u>	<u>Rent annual / monthly:</u>
November 1, 2010 – October 31, 2011	\$45,224.40 / \$3,768.70
November 1, 2011 – October 31, 2012	\$46,581.13 / \$3,881.76
November 1, 2012 – October 31, 2013	\$47,978.56 / \$3,998.21
November 1, 2013 – October 31, 2014	\$49,417.92 / \$4,118.16
November 1, 2014 – October 31, 2015	\$50,900.46 / \$4,241.71
November 1, 2015 – October 31, 2016	\$52,427.47 / \$4,368.96
November 1, 2016 – October 31, 2017	\$54,000.29 / \$4,500.02

5. **Section 7.02(a), Liability Insurance**, is modified to add the following language to the end of the paragraph:

Lessor shall endorse Lessee as an Additional Insured with a CG026 Additional Insured – Designated Person or Organization endorsement to the Commercial General Liability policy. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605. Lessor shall ensure such coverage is provided on a primary basis.

6. **Section 7.02, Insurance by Lessor**, is modified to provide that all Certificates of Insurance shall include the name and address of the Certificate Holder: Palm Beach County Board of County Commissioners c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

7. **Section 13.01, Notices and Consents**, is hereby deleted in its entirety and replaced with the following:

Section 13.01 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 notice shall be the date of delivery of the notice if by personal delivery, courier services, 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 hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the Lessor at:
Prince of Belle Glade Gardens, LLC
Attn: Mr. Moses Fried, Managing Member
2000 South Main Street
Belle Glade, Florida 33430
Telephone: 561-996-7000
Fax: 561-966-8399

- (b) If to the Lessee at:
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 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

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

8. **Section 13.15 Criminal History Records Check** is hereby added as follows:

Section 13.15 Criminal History Records Check.

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

9. **Section 13.16 Non-Discrimination** is hereby added as follows:

Section 13.16 Non-Discrimination.

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

10. **Section 13.17, Disclosure of Beneficial Interest**, is hereby added as follows:

Section 13.17 Disclosure of Beneficial Interest.

Lessor represents that simultaneously with Lessor's execution of this First Amendment, Lessor has executed and delivered to Lessee, the Lessor's Disclosure of Beneficial Interests attached hereto as Exhibit "A" to this amendment, and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Premises as required by Section 286.23 of the Florida Statutes unless Lessor is exempt under the statute. Lessor warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Premises after the date of execution of the Disclosure until the Effective Date of this First Amendment, Lessor shall immediately, and in every instance, provide written notification of such change to the Lessee pursuant to Section 13.01 of this Lease, as amended.

11. This First Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.
12. 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 have caused this First Amendment to be executed as of the day and year first written above.

LESSOR:
PRINCE OF BELLE GLADE GARDENS, LLC,
a Florida limited liability company

WITNESSES:

By: CASTELLO BROTHERS, LLC, a Florida limited liability company, its Managing Member

[Signature]
Witness Signature

By: [Signature]
By: [Signature]

Steven K. Schlamm
Print Witness Name

[Signature]
Witness Signature

Richard C Bogatin
Print Witness Name

By: PRINCE DAVID, LLC, a Florida limited liability company, its Managing Member

[Signature]
Witness Signature

By: [Signature]
By: [Signature]

Steven K. Schlamm
Print Witness Name

[Signature]
Witness Signature

Richard C Bogatin
Print Witness Name

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

Assistant County Attorney

[Signature]
Audrey Wolf, Director
Facilities Development & Operations

EXHIBIT "A"

DISCLOSURE OF BENEFICIAL INTERESTS

ARTICLE IV

ARTICLE V

ARTICLE VI

ARTICLE VII

**LESSOR'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Moses Fried, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is managing member of Prince David, LLC, a Florida limited liability company, managing member of Prince of Belle Glade Gardens, LLC, a Florida limited liability company, (the "Lessor") which entity is the owner of the real property depicted on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 2000 S. Main Str., Belle Glade, FL 33430

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Lessor and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

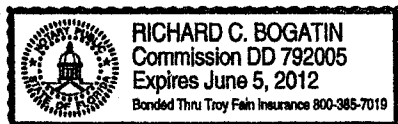
FURTHER AFFIANT SAYETH NAUGHT.

Moses Fried, Affiant
Moses Fried

The foregoing instrument was sworn to, subscribed and acknowledged before me this 6 day of August, 2009, by Moses Fried, managing member of Prince David, LLC, a Florida limited liability company, managing member of Prince of Belle Glade Gardens, LLC, a Florida limited liability company who is personally known to me or [] who has produced _____ as identification, and who did take an oath.

Richard C. Bogatin
Notary Public

Richard C. Bogatin
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large

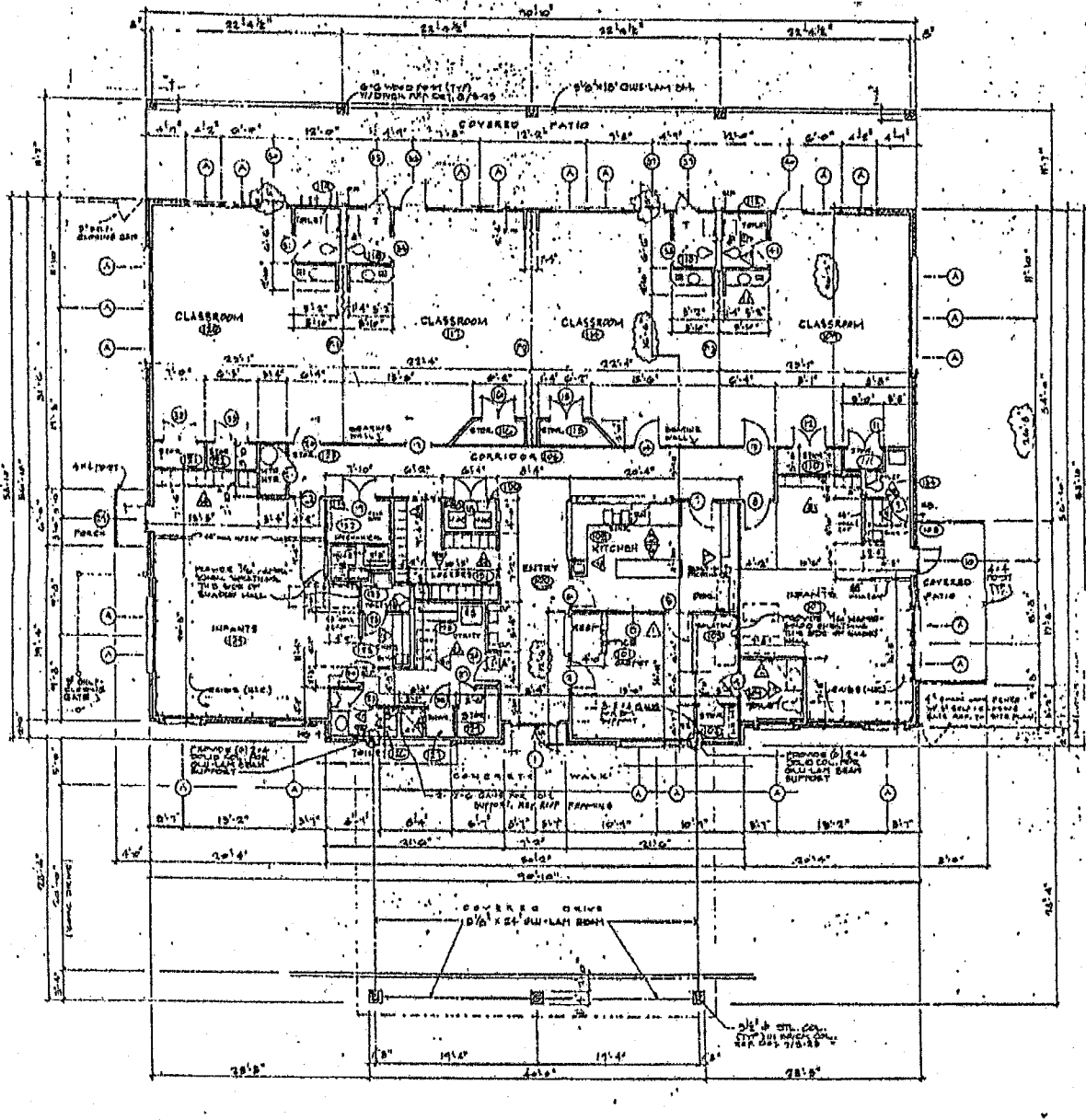
My Commission Expires: _____

EXHIBIT "A"

PROPERTY

A portion of PCN 04-37-44-06-03-003-0000, located within the Palm Glade Apartments development at 2000 South Main Street, Belle Glade, Florida.

"PREMISES"



Day Care Facility - Floor Plan as prepared by John R. Horton, AIA, P.O. 1537, Fort Worth, Texas, as finally revised on 12/14/88 (Sheet No. A-33 of 102 sheets).

EXHIBIT "B"

**SCHEDULE TO BENEFICIAL
INTERESTS IN PROPERTY**

Lessor is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Lessor must identify individual owners. If, by way of example, Lessor is wholly or partially owned by another entity, such as a corporation, Lessor must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
Prince of Belle Glade Gardens, LLC	<u>20205 Main Str.</u> <u>Belle Glade, FL 33430</u>	100% owner of the Property
Castello Brothers, LLC		<u>50</u> % interest in Prince of Belle Glade Gardens, LLC
Jose Castello		<u>50</u> % interest in Castello Brothers, LLC
Gerardo Castello		<u>60</u> % interest in Castello Brothers, LLC
Prince David, LLC		<u>50</u> % interest in Prince of Belle Glade Gardens, LLC
David Tepper		<u>50</u> % interest in Prince David, LLC
Moses Fried		<u>50</u> % interest in Prince David, LLC

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF Florida

COUNTY OF Palm Beach

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is managing member of Prince David, LLC, A Florida limited liability company, managing member of Prince of Belle Glade Gardens, LLC, a Florida limited liability company, organized and existing under the laws of the State of Florida (the "Company").
2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.
3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
4. The company is a manager managed limited liability company.
5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
6. The undersigned has the right and authority to enter into that certain Amendment Number One To Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "First Amendment", which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such First Amendment.
7. Upon execution, delivery and recordation of the First Amendment and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

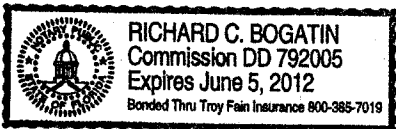
8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

Moses Freed
as Manager

SWORN TO AND SUBSCRIBED before me on this 6 day of August, 2009,
by Moses Freed, managing member of Prince David LLC, FL limited liability company, Belle Glade Gardens, LLC, a FL li. liability company
on behalf of the Company who is personally known to me OR who produced _____
_____, as identification and who did take an oath.



Richard C Bogatin
Notary Signature

Richard C Bogatin
Print Notary Name

NOTARY PUBLIC

State of FLORIDA at large

My Commission Expires:

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/2/2009

PRODUCER (305) 512-5880 x210 FAX: (305) 512-5881
Torres Insurance Agency Inc.
6135 NW 167 STREET # B25

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.

Miami Lakes FL 33015

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER A: MT Hawley Insurance

Prince Of Belle Glade Gardens, LLC
2000 S Main St

INSURER B: Associated Industries

Belle Glade FL 33434

INSURER C: Peachtree Special Risk

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 ADD'L LTR 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"/> \$1000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MGL0155490	3/30/2009	3/30/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input 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				COMBINED SINGLE LIMIT (Ea accident) \$ 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 EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	MXL0368694	3/30/2009	3/30/2010	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Prods/Complete Oper \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below.	TWC3183193	10/31/2008	10/31/2009	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L EACH ACCIDENT \$ 500,000 E.L DISEASE - EA EMPLOYEE \$ 500,000 E.L DISEASE - POLICY LIMIT \$ 500,000
C	OTHER Bldg Ordinance Rents	See policy# below See policy# below	1/29/2009 1/29/2009	1/29/2010 1/29/2010	\$23,523,000 Limits \$4,120,535 Limits

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Location: 2000 South Main St Belle Glades, FL 33434
 *Special/Waived Coinsurance/Replacement Cost/ \$20,000 per Occurrence except 5% named Storm/Wind & Hail/ Per occurrence, minimum of \$100,000/\$100,000 all other Wind/Hail/Actual Loss Sustained and 1/12 monthly.
 Property Policy Ins Co, Certain Underwriters at Lloyd's AMR-23936/ Lantana Insurance AR-26935-00/ Princeton Excess D7A3CM0000423-00/ QBE Specialty MSP-10317/ Steadfast Insurance CPP9190341.

CERTIFICATE HOLDER

(561) 233-0210 sschlamp@pbcgov.org
 Palm Beach County BOCC
 Property & Real Estate Management
 2633 Vista Parkway
 West Palm Beach, FL 33411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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

[Handwritten Signature]

ACORD 25 (2001/08)

INS025 (010)(08) P. 1 No. 4333

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Apr. 8, 2009 10:15AM Page 1 of 2

Torres Insurance Agency

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 9/3/2009

REQUESTED BY: Steven K. Schlamp

PHONE: 233-0239

Property Specialist, PREM

FAX: 233-0210

PROJECT TITLE: First Amendment Glades Head Start

PROJECT NO.: 2008-5.022

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures					
Operating Costs	<u>40,248.23</u>	<u>45,114.63</u>	<u>46,468.06</u>	<u>47,862.07</u>	<u>49,297.97</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
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NET FISCAL IMPACT	<u>40,248.23</u>	<u>45,114.63</u>	<u>46,468.06</u>	<u>47,862.07</u>	<u>49,297.97</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: 1451-02 OBJ: 4410 PROGRAM CODE: HD20 GY-09

SUB OBJ:

IS ITEM INCLUDED IN CURRENT BUDGET: YES X NO _____

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

- Ad Valorem (source/type: 1002/147/1451/8000) 20%
- ~ Non-Ad Valorem (source/type: _____)
- Grant (source/type: 1002/147/1451/3169) 80%
- ~ Park Improvement Fund (source/type: _____)
- ~ General Fund ~ Operating Budget ~ Federal/Davis Bacon

Department: Community Services

BAS APPROVED BY: Tauna Malhotra DATE: 09/04/09

ENCUMBRANCE NUMBER:

C:\Documents and Settings\malhotr\Local Settings\Temporary Internet Files\Content.Outlook\6QHEASG4\BAS 090309.doc

ATTACHMENT # 3

LESSOR'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Moses Fried, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is managing member of Prince David, LLC, a Florida limited liability company, managing member of Prince of Belle Glade Gardens, LLC, a Florida limited liability company, (the "Lessor") which entity is the owner of the real property depicted on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 2000 S. Ham Str., Belle Glade, FL 33430

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Lessor and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Moses Fried, Affiant
Moses Fried

The foregoing instrument was sworn to, subscribed and acknowledged before me this 6 day of August, 2009, by Moses Fried, managing member of Prince David, LLC, a Florida limited liability company, managing member of Prince of Belle Glade Gardens, LLC, a Florida limited liability company who is personally known to me or who has produced _____ as identification, and who did take an oath.

Richard C. Bogatin
Notary Public

Richard C. Bogatin
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large

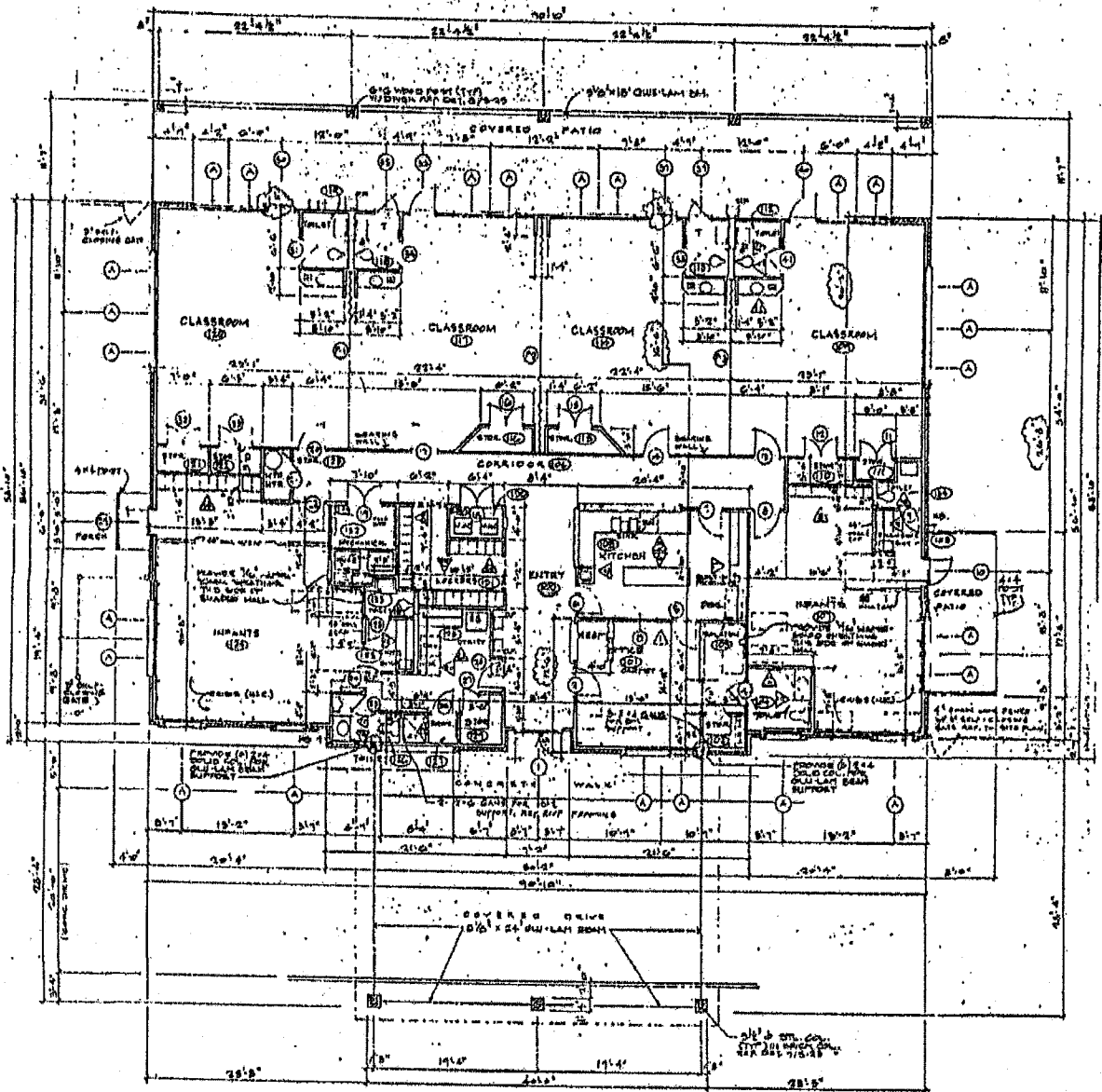
My Commission Expires: _____

EXHIBIT "A"

PROPERTY

A portion of PCN 04-37-44-06-03-003-0000, located within the Palm Glade Apartments development at 2000 South Main Street, Belle Glade, Florida.

"PREMISES"



Day Care Facility - Floor Plan as prepared by John R. Horton, AIA, P.O. 1537, Fort Worth, Texas, as finally revised on 12/14/88 (Sheet No. A-33 of 102 sheets).

