



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(16,272)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>(16,272)</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 0001 Dept 410 Unit 4240 Object 6202  
 Program \_\_\_\_\_

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

Roth Farms will remit the \$24,626.53 annual rent to SFWMD upon approval of this Seventh Amendment; SFWMD will then forward the County its 66.08% pro rata share of the annual rent, or \$16,271.89, which will be allocated to the General Fund.

**C. Departmental Fiscal Review: \_\_\_\_\_**

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

N. Das 1/25/2011  
 OFMB  
 1/25/11  
 1/26/11

John J. Javelle 1/26/11  
 Contract Development and Control  
 C. Jones 1/26/11

**This amendment complies with our review requirements.**

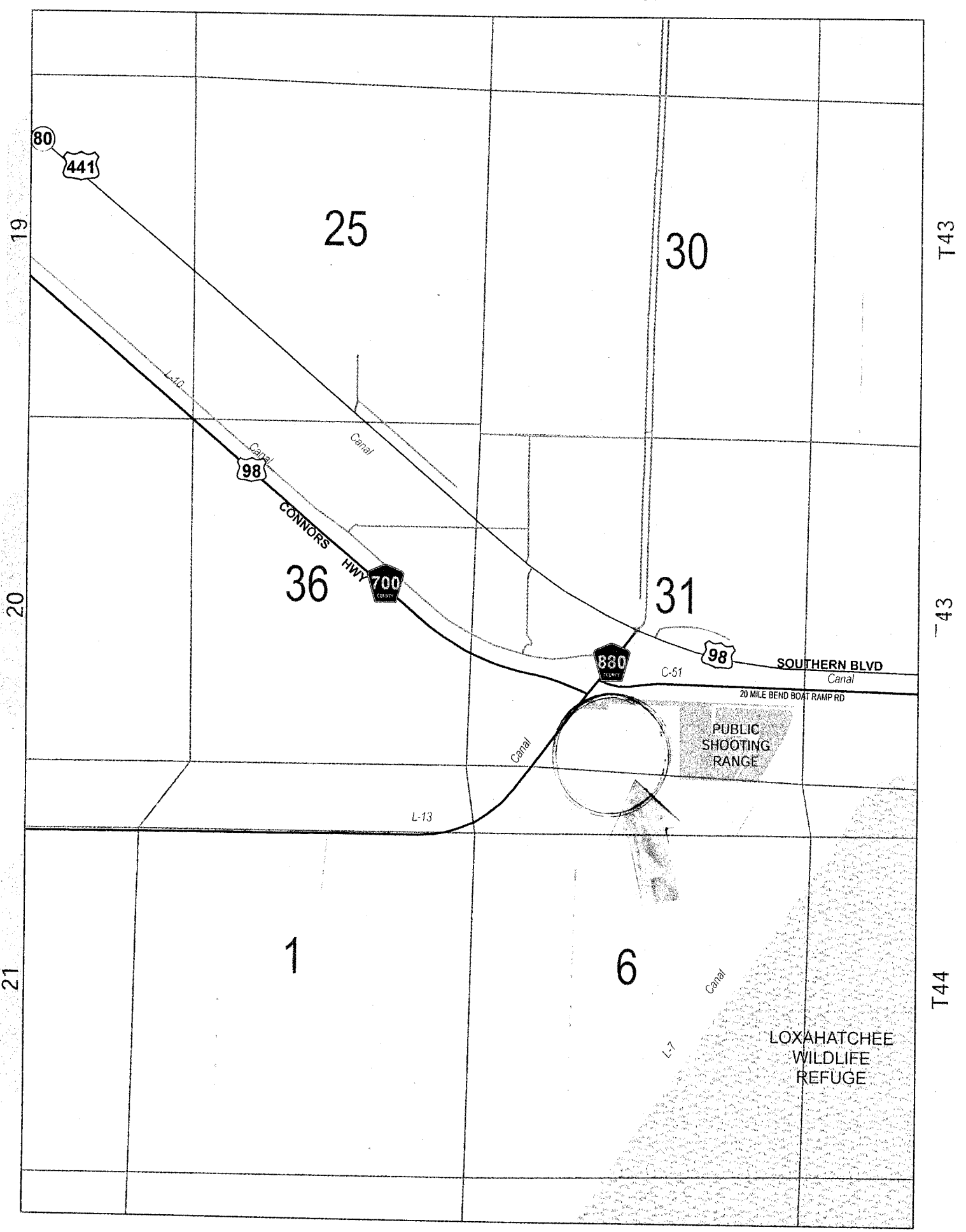
**B. Legal Sufficiency:**

[Signature] 1/27/11  
 Assistant County Attorney

**C. Other Department Review:**

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

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



LOCATION MAP

ATTACHMENT # 1



**ORIGINAL**

**SEVENTH AMENDMENT TO LEASE AGREEMENT BETWEEN  
THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT,  
PALM BEACH COUNTY,  
AND  
ROTH FARMS, INC.**

**THIS SEVENTH AMENDMENT TO LEASE AGREEMENT** (the "Seventh Amendment") is made and entered into \_\_\_\_\_ by and between the South Florida Water Management District, a public corporation of the State of Florida ("District"), Palm Beach County, a political subdivision of the State of Florida ("County"), and Roth Farms, Inc., a Florida corporation ("Lessee"). District, County and Lessee are sometimes referred to herein collectively as the "parties".

**WITNESSETH:**

**WHEREAS**, District and Lessee entered into a Lease Agreement dated February 26, 1998, said Lease Agreement also being identified as Agreement No. C-9318 (the "Lease"), wherein Lessee leased from District certain lands commonly referred to as Parcel 2, STA 1 W and identified therein as the Premises; and

**WHEREAS**, upon District's conveyance of a portion of the Premises to County, District assigned to County all of District's rights, title, and interest in and to the Lease as applicable to the portion of the Premises conveyed to County, said assignment being set forth in the Partial Assignment and Assumption of Lease between District and County dated October 2, 2007, (R2007-1722) ("Assignment"); and

**WHEREAS**, the Lease has been amended to redefine the leased premises, extend the term, provide extension options, and adjust the rental rate; and

**WHEREAS**, the Lease may be amended with the prior written approval of the parties; and

**WHEREAS**, the parties wish to amend the Lease to (i) approve a one (1) year extension of the term of the Lease, and (ii) incorporate certain language required by District and by County.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ATTACHMENT # 2**

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Lease, as amended.
2. Pursuant to Article 2 of the Lease, as amended, the parties agree that the Lease term for the Premises shall be extended for the 1<sup>st</sup> of three (3) available one (1) year extension periods, thereby extending the Lease through February 25, 2012.
3. Article 4, Section 4.3, of the Lease, as amended, is deleted in its entirety and replaced with the following:
  - 4.3 Lessee shall pay such taxes and assessments promptly upon receipt of an assessment notice from the taxing authority but in no event later than February 1<sup>st</sup>, and shall furnish proof of such payment to the District's Procurement Department within fifteen (15) days of such payment. Any penalties or late fees incurred for failure to pay said taxes and assessments timely as provided above (i.e. annually no later than February 1<sup>st</sup>) shall constitute a material default of this Lease. Any such penalties or late fees shall be submitted to the District for collection.

Notwithstanding anything contained herein to the contrary, in the event Lessee elects to contest a tax assessment, Lessee shall do so in accordance with any and all applicable laws, statutes, ordinances, rules and regulations and shall deliver written notice thereof, including a copy of the petition filed by Lessee contesting such assessment, to District within fifteen (15) days of filing a petition contesting the assessment. Within fifteen (15) days of the final resolution of any action by Lessee contesting a tax assessment, Lessee shall provide written proof to District that all taxes and assessments, including any penalties or late fees, due and payable by the Lessee with respect to the Premises and this Lease have been paid in full.

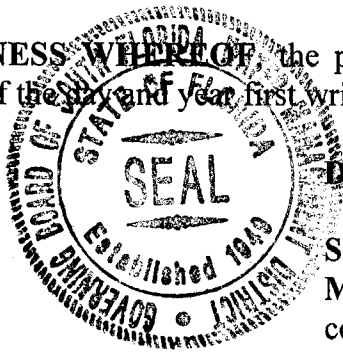
4. Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production 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.

5. Lessee shall cooperate with the District and County to optimize the existing infrastructure on the Premises for the purposes of maximizing water storage in conjunction with the Dispersed Water Management Program. Such efforts shall be conducted in accordance with any and all existing permits. Lessee shall indemnify and hold the District and County, their officers, directors, board members, agents, assigns and employees, harmless from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees and costs, to the extent caused by such optimization efforts or water storage. Neither District nor County shall have any obligation to fund or contribute to the cost of such optimization efforts.
6. Except as set forth herein, the Lease as amended remains unmodified and in full force and effect, and District, County and Lessee hereby ratify, confirm, and adopt the Lease as amended hereby.
7. This Seventh Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and the South Florida Water Management District 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 have duly executed this Seventh Amendment as of the day and year first written above.



DISTRICT:

ATTEST:

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida

By: *John Allen* 1/12/2011  
District Clerk/Secretary

By: *Jessica J. Flathmann*  
Jessica J. Flathmann  
Procurement Director

WITNESSES:

*[Signature]*  
Witness Signature

Alexander Quintan  
Print Witness Name

JAN 12 2011  
Date of Execution by SFWMD

*Frances K. Reaves*  
Witness Signature

Frances K. Reaves  
Print Witness Name

REVIEWED AND APPROVED AS TO LEGAL FORM

SFWMD Procurement Approved:

*Heidi Wark* 1-11-11  
District Attorney

By: *[Signature]*  
Date: 1/7/11 *AM*

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

COUNTY:

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

By: \_\_\_\_\_  
Karen T. Marcus, Chair

WITNESSES:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

Reh Audrey Wolf  
Audrey Wolf, Director  
Facilities Development & Operations

WITNESSES:

Deborah H Boswell  
Witness Signature

Deborah H Boswell  
Print Witness Name

Dennis E. LeCroy  
Witness Signature

Dennis E. LeCroy  
Print Witness Name

LESSEE:  
ROTH FARMS, INC.,  
a Florida corporation

By: Raymond R. Roth, Jr.  
Raymond R. Roth, Jr., President

(SEAL)



**RESOLUTION NO. 2011-**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN AMENDMENT TO THE LEASE WITH ROTH FARMS, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on October 25, 2007, Palm Beach County acquired approximately 96.18 acres of property at 20-Mile Bend from South Florida Water Management District (the "District"), for the proposed development of a Public Safety Training Facility, Public Shooting Park, and expansion of the Law Enforcement Training facility; and

**WHEREAS**, a portion of the property conveyed to County by District was subject to a Lease Agreement dated February 26, 1998 (the "Lease"), between District and Roth Farms, Inc., a Florida corporation, allowing Roth Farms to use the property for agricultural purposes; and

**WHEREAS**, upon District's conveyance of the property to County, District also assigned to County all of District's rights, title, and interest in and to the Lease, as amended, as applicable to the property conveyed to County; and

**WHEREAS**, in order to provide for the maintenance of the County's and District's respective properties and maximize the use of the properties until County and District were ready to commence construction, County, District, and Roth Farms have entered into amendments to the Lease to extend the term, provide for additional extension options, establish the annual rental rate for the extended Lease terms, and increase the amount of land being leased; and

**WHEREAS**, the parties wish to further amend the Lease to approve the exercise of the first of three available one (1) year extension options of the Lease; and

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby finds that the amendment to the Lease is in the best interest of the County as:

- 1) an extension of the Lease with Roth Farms, Inc., will ensure continued proper maintenance of the County's property at no cost to the County;
- 2) an extension of the Lease will maximize the use of the property;

3) the property will generate \$16,271.89 of additional net rental revenue paid to County by Roth Farms, Inc., for the one (1) year extension of the term.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

**Section 1. Recitals**

The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Authorization to Amend the Lease**

The Board of County Commissioners of Palm Beach County shall grant Roth Farms, Inc., a one (1) year extension of the term of the Lease pursuant to the Seventh Amendment to Lease Agreement attached hereto and incorporated herein by reference.

**Section 3. Conflict with Federal or State Law or County Charter.**

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

**(continued on next page)**

**Section 4. Effective Date.**

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The Motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- COMMISSIONER KAREN T. MARCUS, CHAIR
- COMMISSIONER SHELLEY VANA, VICE CHAIR
- COMMISSIONER PAULETTE BURDICK
- COMMISSIONER STEVEN L. ABRAMS
- COMMISSIONER BURT AARONSON
- COMMISSIONER JESS R. SANTAMARIA
- COMMISSIONER PRISCILLA A. TAYLOR

The Chair thereupon declared the resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

PALM BEACH COUNTY, a political subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK  
CLERK & COMPTROLLER

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By \_\_\_\_\_  
Assistant County Attorney

By Richard Anthony Wolf  
Department Director



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: PJ

DATE (MM/DD/YYYY)

01/13/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Atlantic Pacific-Belle Glade P.O. Drawer 190 Belle Glade, FL 33430 Jeffrey A. Hooker		561-996-5800  561-996-7830	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ROTHF-1	FAX (A/C, No):
<b>INSURED</b> Roth Farms, Inc. Rick Roth P.O. Box 1300 Belle Glade, FL 33430		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b> 33472
		INSURER A: FCCI Insurance Co.		
		INSURER B: AIG		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

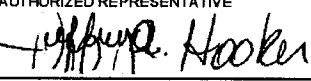
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	FPP00003835	03/19/10	03/19/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Pollution \$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" 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			CA00071405	03/19/10	03/19/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE060717445	03/19/10	03/19/11	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	001-WC11A-54824	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Coverage			FPP00003835	03/19/10	03/19/11	Pollution 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is listed as additional insured in respects to the General Liability policy as well as named on the Waiver of Subrogation clause.

**CERTIFICATE HOLDER****CANCELLATION**

PBCCOM1  PBC Board of County Comm Facilities & Dev. Oper. Dept. Property & R.E. Mgmt Div. 2633 Vista Parkway West Palm Beach, FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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**MEMORANDUM**

**TO:** Jessica (JJ) Flathmann, Director of Procurement  
**FROM:** Carrie Hill, Assistant Deputy Executive Director, Corporate Resources  
**DATE:** April 9, 2010  
**SUBJECT:** Designation of Authority – Procurement  
CODE SECTION: Section 101-47, District Policy Code

*Carrie Hill*

I, Carrie Hill, Assistant Deputy Executive Director of Corporate Resources at the South Florida Water Management District, in accordance with the authority granted to me by the Deputy Executive Director, designate to Jessica (JJ) Flathmann, Director of Procurement, the following: 1) the authority to execute all procurement, revenue, and zero-dollar transactions, terminations, and other authority, except those items that specifically require Governing Board approval, 2) after Governing Board approval, the authority to execute all contracts and agreements authorized by the Governing Board, and 3) the authority to terminate, in writing, existing contracts with prior concurrence of the Office of Counsel.

You are authorized, without being relieved of responsibility, to further sub-designate the authority granted in this memorandum.

c: Jacqueline McGorty, District Clerk

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

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Entity Name Search

No Events

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## Detail by Entity Name

### Florida Profit Corporation

ROTH FARMS, INC.

### Filing Information

Document Number 261551  
 FEI/EIN Number 591026176  
 Date Filed 08/06/1962  
 State FL  
 Status ACTIVE

### Principal Address

27502 STATE ROAD 880  
 BELLE GLADE FL 33430

Changed 02/24/1999

### Mailing Address

P.O. BOX 1300  
 BELLE GLADE FL 33430

Changed 02/24/1999

### Registered Agent Name & Address

ROTH, RAYMOND R. JR.  
 27502 CR 880  
 BELLE GLADE FL 33430

Name Changed: 04/02/1987

Address Changed: 02/17/2000

### Officer/Director Detail

#### Name & Address

Title VPT

LECROY, DENNIS  
 14194 88TH PL N  
 LOXAHATCHEE FL 33470

Title DP

ROTH JR., RAYMOND  
 232 N.W. AVE. L  
 BELLE GLADE FL

Title S

ROTH, RYAN  
 PO BOX 1300

BELLE GLADE FL 33430

**Annual Reports**

**Report Year Filed Date**

2008	04/29/2008
2009	04/30/2009
2010	04/29/2010

**Document Images**

- [04/29/2010 -- ANNUAL REPORT](#)
- [04/30/2009 -- ANNUAL REPORT](#)
- [04/29/2008 -- ANNUAL REPORT](#)
- [04/09/2007 -- ANNUAL REPORT](#)
- [02/14/2006 -- ANNUAL REPORT](#)
- [01/03/2005 -- ANNUAL REPORT](#)
- [02/02/2004 -- ANNUAL REPORT](#)
- [01/21/2003 -- ANNUAL REPORT](#)
- [09/19/2002 -- ANNUAL REPORT](#)
- [02/12/2001 -- ANNUAL REPORT](#)
- [02/17/2000 -- ANNUAL REPORT](#)
- [02/24/1999 -- ANNUAL REPORT](#)
- [04/07/1998 -- ANNUAL REPORT](#)
- [02/28/1997 -- ANNUAL REPORT](#)
- [01/26/1996 -- ANNUAL REPORT](#)
- [01/25/1995 -- ANNUAL REPORT](#)

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State of Florida, Department of State

**2010 FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# 261551

FILED  
Apr 29, 2010  
Secretary of State

Entity Name: ROTH FARMS, INC.

**Current Principal Place of Business:**

27502 STATE ROAD 880  
BELLE GLADE, FL 33430

**New Principal Place of Business:**

**Current Mailing Address:**

P.O. BOX 1300  
BELLE GLADE, FL 33430

**New Mailing Address:**

FEI Number: 59-1026176      FEI Number Applied For ( )      FEI Number Not Applicable ( )      Certificate of Status Desired ( )

**Name and Address of Current Registered Agent:**

ROTH, RAYMOND R. JR.  
27502 CR 880  
BELLE GLADE, FL 33430      US

**Name and Address of New Registered Agent:**

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: \_\_\_\_\_

Electronic Signature of Registered Agent

\_\_\_\_\_ Date

Election Campaign Financing Trust Fund Contribution ( ).

**OFFICERS AND DIRECTORS:**

Title: VPT  
Name: LECROY, DENNIS  
Address: 14194 88TH PL N  
City-St-Zip: LOXAHATCHEE, FL 33470

Title: DP  
Name: ROTH JR., RAYMOND  
Address: 232 N.W. AVE. L  
City-St-Zip: BELLE GLADE, FL

Title: S  
Name: ROTH, RYAN  
Address: PO BOX 1300  
City-St-Zip: BELLE GLADE, FL 33430

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RAYMOND R ROTH, JR.

PRES

04/29/2010

\_\_\_\_\_ Electronic Signature of Signing Officer or Director

\_\_\_\_\_ Date