



**II. FISCAL IMPACT ANALYSIS**

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

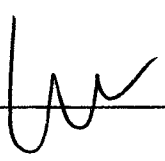
Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs	\$48,669	\$47,124			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<u>\$48,669</u>	<u>\$47,124</u>			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes  No  X

Budget Account No: Fund 0001 Dept 164 Unit 1604 Object 4410  
 Program n/a

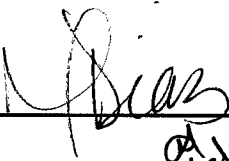
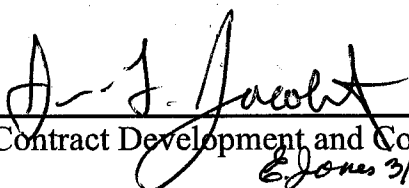
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Operating Costs funded from the General Fund, PBSO Lease account.

C. Departmental Fiscal Review:  2-17-11

**III. REVIEW COMMENTS**

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

OFMB  3/7/11  
 Contract Development and Control  3/7/11  
*at 3/2/11*  
*5/2/11*  
*3/28/11*  
*6 Jones 3/7/11*

**B. Legal Sufficiency:**

 3/8/11  
 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.**



\*\*\*\*\*

**SECOND AMENDMENT TO LEASE AGREEMENT**

**between**

**TALLMAN, LLC**

**A FLORIDA LIMITED LIABILITY COMPANY**

**(Landlord)**

**and**

**PALM BEACH COUNTY,**

**A POLITICAL SUBDIVISION OF THE**

**STATE OF FLORIDA**

**(County)**

\*\*\*\*\*

**ATTACHMENT #2**

## SECOND AMENDMENT TO LEASE AGREEMENT

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (the "Second Amendment"), made and entered into \_\_\_\_\_, by and between **TALLMAN, LLC**, a Florida limited liability company, hereinafter referred to as "Landlord" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County", on behalf of the Palm Beach County Sheriff's Office (the "PBSO").

### WITNESSETH:

**WHEREAS**, Landlord and County entered into that certain Lease Agreement dated March 13, 2007 (R2007-0395) (the "Lease") for the use of the Premises as defined in the Lease, which Lease commenced on March 29, 2007, for a term of two (2) years with four (4) successive one (1) year extension options; and

**WHEREAS**, County wishes to exercise its third option to extend the Lease from March 29, 2011, through March 28, 2012, and incorporate certain language required by County.

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

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning ascribed to them in the Lease.

2. Pursuant to Section 1.04 of the Lease, County hereby exercises its option to extend the Term for a period of one (1) year from March 29, 2011, through March 28, 2012 (the "Third Renewal Term").

3. The Landlord's address for notices in Section 16.05 is revised as set forth below:

- (a) If to the Landlord at:  
Tallman, LLC  
Attention: Harold G. Murphy  
13245 Compton Road  
Loxahatchee, FL 33470-4715  
Fax: 561-798-6907

4. Landlord represents that simultaneously with Landlord's execution of this Second Amendment, Landlord has executed and delivered to County, the Landlord's Disclosure of Beneficial Interests attached hereto as Exhibit "A" 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 Property as required by Section 286.23 of the Florida Statutes unless Landlord is exempt under the statute. Landlord 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 Property after the date of execution of the Disclosure until the Effective Date of the Second Amendment, Landlord shall immediately, and in every instance, provide written notification of such change to the County pursuant to this section.

5. Section 16.17, Non-Discrimination, is modified to include a prohibition against discrimination based on gender identity or expression, and age.

6. 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.

7. This Second Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

8. Except as set forth herein, the Lease, as amended, 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.

**IN WITNESS WHEREOF**, Landlord and County have executed this Second Amendment, or have caused the same to be executed, as of the day and year first above written.

WITNESS:

LANDLORD:

**TALLMAN, LLC**, a Florida limited liability company

By: Harold G. Murphy  
Harold G. Murphy

Title: Managing Member

Brian Brochard  
Witness

Leitani Brochard  
Print Name

Nadine Ball  
Witness

Nadine Ball  
Print Name

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

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

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

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

WITNESS:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By: Ken Anthony Wolf  
Department Director

**EXHIBIT "A"**

**LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS**



**LANDLORD'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, Harold G. Murphy, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Managing Member of Tallman, LLC, a Florida Limited Liability Company, (the "Landlord") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 6907 Southern Boulevard, West Palm Beach, FL 33413 (mailing address is 13245 Compton Road, Loxahatchee, FL 33470).

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 Landlord 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.

Harold G. Murphy, Affiant  
(Print Affiant Name)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 21 day of January, 2011, by Harold Murphy  who is personally known to me or  who has produced \_\_\_\_\_ as identification and who did take an oath.

Linda L. Murphy  
Notary Public

LINDA L. Murphy  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA  
Linda L. Murphy  
Commission # DD809885  
Expires: SEP. 11, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

**EXHIBIT "A"**

**PROPERTY**

**LEGAL DESCRIPTION (As furnished by client)**

THE EAST HALF (E 1/2) OF TRACT 70, BLOCK 5, PALM BEACH FARMS CO., PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 45 TO 54, INCLUSIVE, LESS THE NORTHERLY 15 FEET THEREOF. LESS THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT 70; THENCE N01°22'25"W, ALONG THE EAST LINE OF SAID TRACT 70, A DISTANCE OF 69.13 FEET TO A POINT; THENCE N88°29'03"W, A DISTANCE OF 330.49 FEET TO A POINT; THENCE S01°00'12"E, A DISTANCE OF 73.63 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 70; THENCE N89°01'07"E, A DISTANCE OF 330.21 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT CONTAINS 190,871.6 SQUARE FEET, MORE OR LESS AND 4.38 ACRES, MORE OR LESS



# BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 1/12/2011

REQUESTED BY: Steven K. Schlamp PHONE: 233-0239  
 Prop. Spec., PREM FAX: 233-0210

PROJECT TITLE: PBSO Impound Lot Amendment Two

PROJECT NO.: 2010-5.019

Fiscal Years	2011	2012	2013	2014	2015
<b>Capital Expenditures</b>	_____	_____	_____	_____	_____
<b>Operating Costs</b>	\$48,669.15	\$47,124.13	_____	_____	_____
<b>External Revenues</b>	_____	_____	_____	_____	_____
<b>Program Income (County)</b>	_____	_____	_____	_____	_____
<b>In-Kind Match (County)</b>	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	\$48,669.15	\$47,124.13	\$-0-	\$-0-	\$-0-
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

*\*\* 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: 0001                      DEPT: 164                      UNIT: 1604                      OBJ: 4410  
 SUB OBJ:

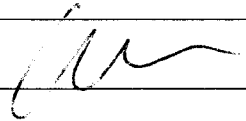
IS ITEM INCLUDED IN CURRENT BUDGET: YES  NO

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

- Ad Valorem (source/type: \_\_\_\_\_)
- Non-Ad Valorem (source/type: \_\_\_\_\_)
- Grant (source/type: \_\_\_\_\_)
- Park Improvement Fund (source/type: \_\_\_\_\_)
- General Fund                       Operating Budget                       Federal/Davis Bacon
- \_\_\_\_\_                       \_\_\_\_\_                       \_\_\_\_\_

**SUBJECT TO IG FEE?**  YES                       NO

Department: FD&O

BAS APPROVED BY:                       DATE: 1/13/11

ENCUMBRANCE NUMBER:

ATTACHMENT #3

**LANDLORD'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, Harold G. Murphy, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Managing Member of Tallman, LLC, a Florida Limited Liability Company, (the "Landlord") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

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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.

Harold G. Murphy, Affiant  
(Print Affiant Name)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 21 day of January, 2011, by HAROLD MURPHY  who is personally known to me or  who has produced \_\_\_\_\_ as identification and who did take an oath.

Linda L. Murphy  
Notary Public

LINDA L. MURPHY  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

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Linda L. Murphy  
Commission #DD809885  
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TRACT CONTAINS 190,871.6 SQUARE FEET, MORE OR LESS AND 4.38 ACRES, MORE OR LESS







**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 the Managing Member of Tallman, LLC, a 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 [select (a) or (b)] (a) member managed or (b) 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 Second Amendment to Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Second 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 Second Amendment.
7. Upon execution, delivery and recordation of the Second 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,

Harold Murphy  
Print Name:  
Harold Murphy  
Managing Member  
as [select one: Manager or Member]

SWORN TO AND SUBSCRIBED before me on this 21 day of JAN, 2011,  
by Harold Murphy, Managing Member of Tallman, LLC  
on behalf of the Company who is personally known to me OR who produced \_\_\_\_\_  
\_\_\_\_\_, as identification and who did take an oath.

Linda L. Murphy  
Notary Signature

Linda L. Murphy  
Print Notary Name

NOTARY PUBLIC

State of Florida at large

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA  
Linda L. Murphy  
Commission # DD809885  
Expires: SEP. 11, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.