

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u> <i>* See below</i>	<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 _____ Dept _____ Unit _____ Object _____
 Program _____

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

No fiscal impact.

W 6/3/11

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

The annual rental of \$68,820 remains unchanged.

[Signature]
 OFMB
6/7/11
6/7/11
6/7/11

[Signature]
 Contract Development and Control

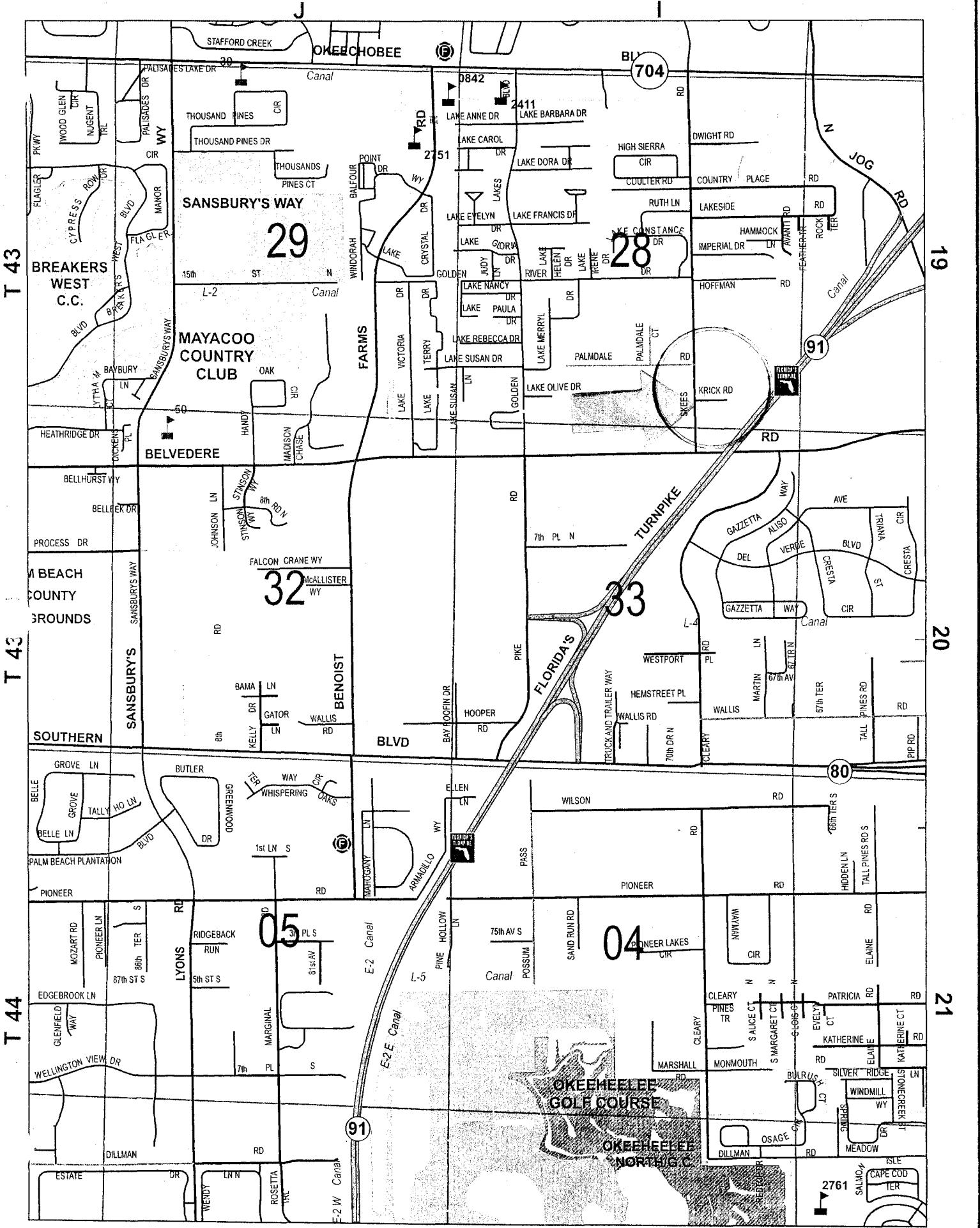
B. Legal Sufficiency:

[Signature]
 Assistant County Attorney
6/9/11

C. Other Department Review:

 Department Director

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



LOCATION MAP

ATTACHMENT # 1



AMENDMENT NUMBER FIVE
TO LEASE AGREEMENT

THIS AMENDMENT NUMBER FIVE TO LEASE AGREEMENT (“Amendment Number Five”), made and entered into on _____, by and between ASPEN SKEES ROAD, 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 PALM BEACH COUNTY SHERIFF’S OFFICE, hereinafter referred to as “Lessee”.

Whereas, C&D Development, the original Lessor, and Lessee entered into that certain Lease Agreement dated December 16, 1997 (R97-2126D) (the “Lease”) for warehouse space located at 1438-B Skees Road, West Palm Beach, Florida (the “Premises”); and

Whereas, C&D Development sold the Premises to Aspen Skees Road, LLC; and

Whereas, the parties wish to delete certain language added to the Lease by Amendment Number Four to the Lease Agreement dated September 14, 2010 (R2010-1406) (“Amendment Number Four”).

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, Lessor and Lessee 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 as in the Lease.
2. The following language, which appears as the last sentence of section 4 of Amendment Number Four, is hereby deleted in its entirety from the Lease:

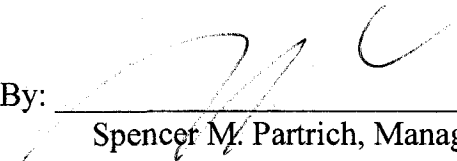
The cost of the Inspector General’s Office shall be incorporated into the contract/lease price of all contracts/leases and shall be one quarter (1/4) of one (1) percent of the contract/lease price.

3. This Amendment Number Five shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.
4. Except as modified by this Amendment Number Five and the prior amendments, 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.


IN WITNESS WHEREOF, the parties have caused this Amendment Number Five to be executed as of the day and year first written above.

LESSOR:

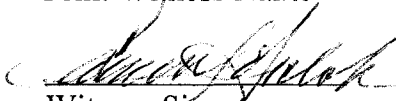
ASPEN SKEES ROAD, LLC
a Florida limited liability company

By: 
Spencer M. Partrich, Manager

WITNESS:


Witness Signature

TRACY ANN PHILLIPS
Print Witness Name


Witness Signature

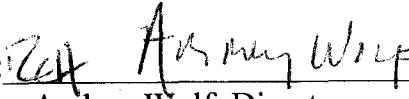
CARMEN L. HICKOK
Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



Assistant County Attorney

LESSEE:
PALM BEACH COUNTY, a political
subdivision of the State of Florida, by its
Director of Facilities Development &
Operations

By: 

Audrey Wolf, Director

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF MICHIGAN

COUNTY OF OAKLAND

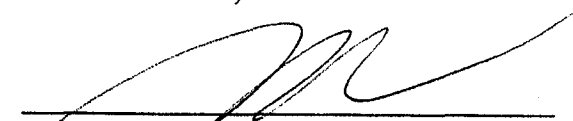
BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the Manager of Aspen Skees Road, 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 Manager managed limited liability company.
5. The undersigned is the sole Manager 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 Four to Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "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 Amendment.
7. Upon execution, delivery and recordation of the 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.

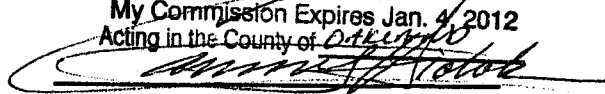
9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,



Spencer M. Partrich as Manager

SWORN TO AND SUBSCRIBED before me on this 10th day of August, 2010, by Spencer M. Partrich, Manager of Aspens Skees Road, LLC, on behalf of the Company who is personally known to me OR who produced _____, as-
identification and who did take an
oath.

CARMEN L. HICKOK
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jan. 4, 2012
Acting in the County of Oakland


Notary Signature

CARMEN L. HICKOK
Print Notary Name

NOTARY PUBLIC

State of Michigan at large
COUNTY OF OAKLAND
My Commission Expires: 01-04-12

ACORD™ EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

04/28/2011

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER NAME, CONTACT PERSON AND ADDRESS		PHONE (A/C, No, Ext): 248 358-1100	COMPANY NAME AND ADDRESS		NAIC NO:
Meadowbrook, Inc. Southfield Commercial Agency 26255 American Drive Southfield, MI 48034-6112		FAX (A/C, No): 2483581614	Ironshore Specialty Insurance Co One State Street Plaza New York, NY 10006		
E-MAIL ADDRESS: KAllen@meadowbrook.com					
CODE:	SUB CODE:	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
AGENCY CUSTOMER ID #: 38053					
NAMED INSURED AND ADDRESS		LOAN NUMBER	POLICY NUMBER		
Aspen Skees Road, LLC 31550 Northwestern Hwy. Ste. 200 Farmington Hills, MI 48334			000241402		
ADDITIONAL NAMED INSURED(S)		EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED	
		04/15/2011	04/15/2012	<input type="checkbox"/>	
		THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION (Use additional sheets if more space is required)

LOCATION/DESCRIPTION
Location #: 46 Aspen Skees Road, LLC - 1426-1486 Skees Road West Palm Beach, FL 33411
Building #: 1 Aspen Skees Rd., LLC - Warehouse (GL only)

COVERAGE INFORMATION		CAUSE OF LOSS FORM	BASIC	BROAD	<input checked="" type="checkbox"/>	SPECIAL	<input checked="" type="checkbox"/>	OTHER Special
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 3,300,000		Building			DED: \$10,000			
	YES	NO						
BUSINESS INCOME / RENTAL VALUE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: 905,000		<input checked="" type="checkbox"/>	Actual Loss Sustained # of months: 12		
BLANKET COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If YES, indicate amount of insurance on properties identified above: \$					
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attach signed Disclosure Notice / DEC					
IS COVERAGE PROVIDED FOR "CERTIFIED ACTS" ONLY?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	If YES, SUB LIMIT:		DED:			
IS COVERAGE A STAND ALONE POLICY?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	If YES, LIMIT:		DED:			
DOES COVERAGE INCLUDE DOMESTIC TERRORISM?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If YES, SUB LIMIT:		DED:			
COVERAGE FOR MOLD	<input type="checkbox"/>	<input checked="" type="checkbox"/>	If YES, LIMIT:		DED:			
MOLD EXCLUSION (If "YES", specify organization's form used)	<input checked="" type="checkbox"/>	<input type="checkbox"/>						
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>						
AGREED AMOUNT	<input checked="" type="checkbox"/>	<input type="checkbox"/>						
COINSURANCE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	If YES, %					
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	If YES, LIMIT:		DED:			
LAW AND ORDINANCE - Coverage for loss to undamaged portion of building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:		DED:			
- Demolition Costs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: 5000000		DED: \$10,000			
- Incr. Cost of Construction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: 5000000		DED: \$10,000			
EARTHQUAKE (If Applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: 10000000		DED: \$50,000			
FLOOD (If Applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: 10000000		DED: \$25,000			
WIND / HAIL (If Separate Policy)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: Included		DED: \$25,000			
PERMISSION TO WAIVE SUBROGATION PRIOR TO LOSS	<input checked="" type="checkbox"/>	<input type="checkbox"/>						

REMARKS - Including Special Conditions (Use additional sheets if more space is required)

Special Wind/Hail Deductible for Named Storm Tier I Wind Zones: \$100,000 max any one occurrence
Special Earthquake Deductible: 2% subject to \$50,000 minimum any one occurrence
(See Attached Remarks)

CANCELLATION

10 Days for Non-Payment

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 60 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS		LENDER SERVICING AGENT NAME AND ADDRESS	
Palm Beach County Property & Real Estate Management 2633 Vista Parkway West Palm Beach, FL 33411-5605			
MORTGAGEE		AUTHORIZED REPRESENTATIVE	
LOSS PAYEE		<i>Kenn R. Allen</i>	

REMARKS (Continued from page 1.)

Equipment Breakdown covered elsewhere

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 4/28/2011
PRODUCER Meadowbrook, Inc. Southfield Commercial Agency 26255 American Drive Southfield, MI 48034-6112	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.	
INSURED Aspen Skees Road, LLC 31550 Northwestern Hwy. Ste. 200 Farmington Hills, MI 48334	INSURERS AFFORDING COVERAGE INSURER A: Zurich American Ins. Co. INSURER B: Federal Insurance Co. INSURER C: Hartford Steam Boiler INSURER D: INSURER E:	NAIC # 20281

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	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"/> Mold Exclusion GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	CPO933616300	04/15/11	04/15/12	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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
		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 AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	79853557	04/15/11	04/15/12	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C		OTHER Boiler & Mac Deductible	FBP9844624	04/15/11	04/15/12	\$30,000,000 \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Terrorism Included

Loc# 37 - Aspen Skees Road, LLC - 1426-1486 Skees Road; West Palm Beach, FL

CERTIFICATE HOLDER Palm Beach County Property & Real Estate Management 2633 Vista Parkway West Palm Beach, FL 33411-5605	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 <i>Kenn R. Allen</i>
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2013</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes ___ No ___
 Budget Account No.: Fund ___ Dept ___ Unit ___ Object ___

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

No Fiscal Impact.

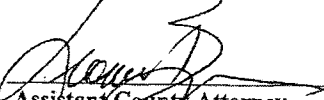
C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Budget and/or Contract Dev. and Control Comments:

 OFMB/Budget mes 9/2/10 9/7/10	 Contract Development and Control
--	--

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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