



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	< \$6,317.28 >	< \$2,105.76 >	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>&lt; \$6,317.28 &gt;</u>	<u>&lt; \$2,015.76 &gt;</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes  No

Budget Account No: Fund 0001 Dept 800 Unit 8001 Object 6225  
 Program \_\_\_\_\_

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

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

**III. REVIEW COMMENTS**

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

<p>_____                  OFMB  <i>11/16/11</i>  <i>11/17/11</i></p>	<p>_____                  Contract Development and Control  <i>11/22/11</i></p>
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**B. Legal Sufficiency:**

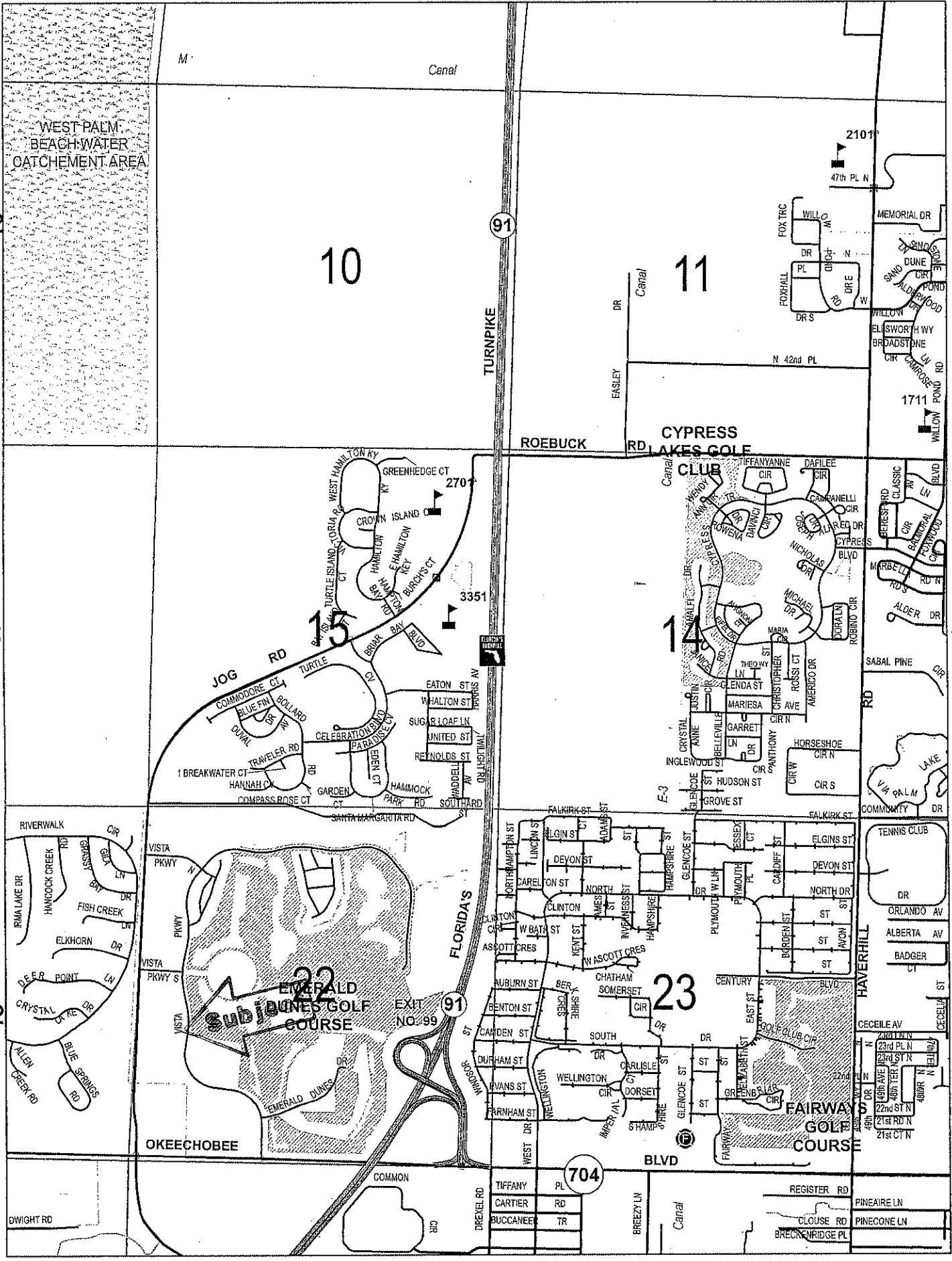
\_\_\_\_\_  
 Assistant County Attorney  
*11/28/11*

**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



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**SECOND AMENDMENT  
TO  
LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (the "Second Amendment") is made and entered into \_\_\_\_\_ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), and **ROBERT WEATHERBEE d/b/a THE SUB DIVISION**, a sole proprietor ("Tenant"). County and Tenant are sometimes referred to herein collectively as the "parties".

**WITNESSETH:**

**WHEREAS**, County and Tenant entered into that certain Lease Agreement dated January 10, 2006 (R2006-0077) (the "Lease"), for the use of the Premises as defined in the Lease, and such Lease has been amended (R2009-2063); and

**WHEREAS**, Tenant has provided County with written notice that Tenant wishes to exercise the first of two available one-year renewal options; and

**WHEREAS**, County wishes to amend the Lease to incorporate certain language required 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:

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. The parties agree that the Term of the Lease shall be renewed for one year commencing on January 1, 2012, extending the Term through December 31, 2012. Annual Rent shall be adjusted as provided for in Section 2.02 of the Lease.
3. Section 4.05, Non-Discrimination, is modified to include a prohibition against discrimination based on familial status.
4. Palm Beach County has established the Office of the Inspector General. 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. Except as set forth herein, the Lease as previously amended remains unmodified and in full force and effect.
6. 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

ATTEST:

COUNTY:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

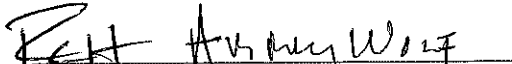
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS


  
Assistant County Attorney

  
Audrey Wolf, Director  
Facilities Development & Operations

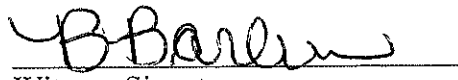
WITNESSES:

TENANT:  
ROBERT WEATHERBEE d/b/a THE SUB  
DIVISION, a sole proprietor

  
Witness Signature

By:   
Robert Weatherbee

  
Print Witness Name

  
Witness Signature

  
Print Witness Name

**HAND Delivered**

August 12, 2011

Palm Beach County  
Property and Real Estate Management Division  
Attention: Ross C. Hering, Director  
2633 Vista Parkway  
West Palm Beach, FL 33411

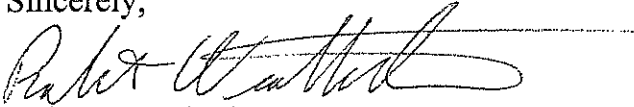
**RE: Request to exercise the first of two 1-year renewal options for the Lease Agreement dated January 10, 2006, as amended, between Palm Beach County and Robert Weatherbee d/b/a The Sub Division, a sole proprietor**

Dear Mr. Hering:

Pursuant to Section 1.07, of the above referenced Lease Agreement, please accept this as my request to exercise my first of two 1-year renewal options.

Please contact me at (561) 681-4701, should you have any questions.

Sincerely,



Robert Weatherbee,  
d/b/a The Sub Division

cc: County Attorney, Palm Beach County  
Richard C. Bogatin, Property Specialist – PREM

**RECEIVED**

**AUG 12 2011**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/27/2011

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> JOHN KIME AGENCY 12832 US HWY #1 JUNO BEACH, FL 33408	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 561-627-1806 FAX (A/C, No): 561-627-9847 E-MAIL ADDRESS: johnkime@allstate.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> THE SUB DIVISION ROBERT WEATHERBEE 2300 N JOG ROAD WEST PALM BEACH FL 33411	<b>INSURER A:</b> TRAVELERS INSURANCE
	<b>INSURER B:</b> TAPCO UNDERWRITERS
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**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 SUBR INSR: WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>		THESU-4	05/04/2011	05/04/2012	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
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> OCCUR <b>EXCESS LIAB</b> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>BUSINESS PERSONAL PROPERTY</b>		GOBQB	07/19/2011	07/19/2012	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
PBCOCC AND PROPERTY REAL ESTATE MANAGEMENT DIVISION ARE ADDED AS ADDITIONAL INSURED

<b>CERTIFICATE HOLDER</b> PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O PROPERTY REAL ESTATE MANAGEMENT DIVISION 2633 VISTA PARKWAY WEST PALM BEACH, FL 33411-5605 ATTN: DIRECTOR	<b>CANCELLATION</b> 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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**STATEMENT OF EXEMPTION FROM WORKER'S COMPENSATION REQUIREMENT**

TO: Palm Beach County Board of County Commissioners  
Property and Real Estate Management  
Attn: Director  
2633 Vista Parkway  
West Palm Beach, FL 33411

RECEIVED

MAY 08 2011

This will affirm that:

1. We are not engaged in the "construction industry" as defined in FL Chapter 440 and do not employ more than three persons (including Corporate Officers, if any).
2. We do not carry Florida Workers Compensation insurance.
3. Any persons that we may engage to work will have legal status as independent contractors, and not employees.
4. All such independent contractors have been advised that they are not covered for Workers Compensation insurance, and would be responsible for carrying their own such coverage if they desire.
5. If we should fall under Florida's requirement for carrying Workers Compensation insurance, we shall immediately obtain such coverage and provide evidence of it to you.

Accordingly, we hereby apply for exemption from Palm Beach County's requirement for carrying Workers Compensation insurance.

ROBERT WEATHERBEE  
(Please Print Name)

Robert Weatherbee Pres.  
Signature/Title

4/20/11  
Date

THE SUB DIVISION CORP.  
Company Name

2300 N JOG RD WPB 33411  
Company Street Address/City/State/Zip Code