Agenda Item #: 3H-7

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	December 6, 2011	[X] Consent [] Ordinance	[] Regular [] Public Hearing	
Department:	Facilities Developmen	t & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve a Second Amendment to the Lease Agreement (R2006-0077) with Robert Weatherbee d/b/a The Sub Division, a sole proprietor, exercising the first extension option to provide food services at the County's Vista Center 2300 Building in West Palm Beach at an annual rate of \$8,422.98.

Summary: Since January 1, 2007, Robert Weatherbee d/b/a The Sub Division (Weatherbee) has been leasing 349 sf of space in the Lunchroom area to provide food services at the County's Vista Center 2300 Building located at 2300 North Jog Road in West Palm Beach. The initial term of the Lease is for five (5) years, commenced on January 1, 2007, expires December 31, 2011, and contains two (2) one (1) year extension options subject to Board approval. On December 1, 2009, the Board approved a First Amendment suspending the four percent (4%) annual rent increase for a period of one (1) year due to economic conditions. On August 12, 2011, Weatherbee requested the exercise of the first one (1) year extension option. This Second Amendment: i) exercises the first extension option, extending the term for one (1) year, from January 1, 2012, through December 31, 2012; ii) increases the annual rent by 4% to \$8,422.98 (701.92/mo; and iii) adds a provision regarding the Inspector General. One 1-year extension option remains. (PREM) District 2 (HJF)

Background and Justification: On July 31, 2005, Staff issued a Request for Proposals to lease space and provide food services at the County's Vista Center 2300 Building, located at 2300 North Jog Road in West Palm Beach. On January 10, 2006, the RFP was awarded to Weatherbee (R2006-0077). The Lease premises consist of 349 sf within the lunchroom area of the 2300 Building, together with the use of two unassigned parking spaces within the parking garage. On December 1, 2009, the Board approved a First Amendment (R2009-2063) suspending the four percent (4%) increase in annual rent for one (1) year due to economic conditions caused in part by the reduction of County Staff located at the 2300 Building. The four percent (4%) annual increases recommence on January 1, 2011. This Second Amendment: i) exercises the first option extending the term from January 1, 2012, through December 31, 2012; ii) on January 1, 2012, the annual rent increases by 4% from \$8,099.02 (\$674.92/mo) to \$8,422.98 (701.92/mo); iii) adds language acknowledging the power and authority of the Office of Inspector General, and; iv) modifies Section 4.05 Non-Discrimination to include familial status. All other terms and conditions of the Lease Agreement will remain unchanged. Florida Statutes Section 286.23 does not require that a Disclosure of Beneficial Interests be obtained.

Attachments:

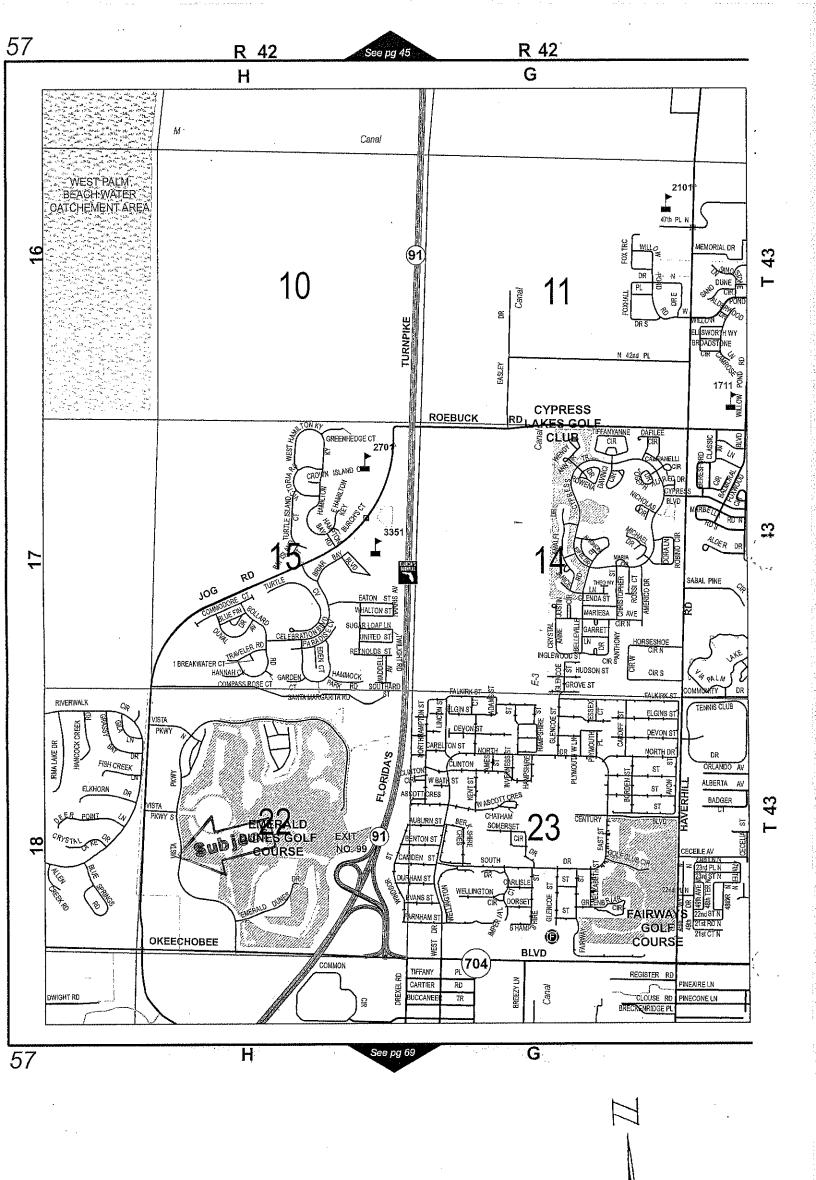
- 1. Location Map
- 2. Second Amendment
- 3. Letter of Request from Mr. Robert Weatherbee

Recommended By:	Anney Wong	1116/11	
. ,—(Department Director	Date	
Approved By:	Mel	11/30/4	
	County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. I	live year Summary of Fi	scai impact:				
Fiscal Y	Years	2012	2013	2014	2015	2016
Operati Externa Program	Expenditures ing Costs al Revenues m Income (County) d Match (County	<u><\$6,317.28></u> 	<u></u> <u><\$2,105.76></u> <u></u>			
NET FI	ISCAL IMPACT	<\$6,317.28>	<u><\$2,015.76></u>		-	
	ITIONAL FTE IONS (Cumulative)					
Is Item	Included in Current Bud	dget: Yes	<u>X</u> No			
Budget	Account No: Fund P	0001 Dept	<u>800</u> Unit 	<u>8001</u>	Object <u>6225</u>	
В. Н	Recommended Sources of	f Funds/Summ	ary of Fiscal Ir	npact:		
C. I	Departmental Fiscal Revi	iew:				
		III. <u>REVIE</u>	W COMMENT	<u>rs</u>		
	OFMB Fiscal and or Con	<u>ulal</u> n	ment Comment	Joeol	Control	M
_	Legal Sufficiency: Assistant County Attorney	0 / 28/11		endment comp ew requiremen		
C. (Other Department Revie	w:				
Ī	Department Director					

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



LOCATION MAP

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 Assistant County Attorney	APPROVED AS TO TERMS AND CONDITIONS Hy My W127 Audrey Wolf, Director Facilities Development & Operations
WITNESSES: Witness Signature	TENANT: ROBERT WEATHERBEE d/b/a THE SUB DIVISION a sole proprietor By: Robert Weatherbee
Richa-E BogaTi- Print Witness Name BBALL Witness Signature BASHE BORNOW	
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

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AC	OR	D

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(les) 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).

-	Ithicate Holder III lied of South Filedor			CONTAC	т				
PROI	DUCER			CONTAC NAME:					
JOHN KIME AGENCY		PHONE (A/C, No. Ext): 561-627-1806 (A/C, No): 561-627-9847				27-9847			
12832 US HWY #1		E-MAIL ADDRESS: johnkime@alistate.com					·		
JUNO BEACH, FL 33408]			DING COVERAGE		NAIC#		
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INSU	RED			INSURE	RB: TAPCO	UNDERWE	RITERS	> + + + + + + + + + + + + + + + + + + +	
	THE SUB DIVISION			INSURE	₹¢;				
	ROBERT WEATHERBEE			INSURE	RD:				
	2300 N JOG ROAD			INSURE	RE:				
	WEST PALM BEACH	· FI	_ 33411	INSURER F:					
CO	VERAGES CER	TIFICATE	NUMBER:				REVISION NUMBE	R:	
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INSR LTR	TYPE OF INSURANCE	ADDL:SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT\$	
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Α	COMMERCIAL GENERAL LIABILITY		THEOU-4	ļ	00/0-/2011	0070-772072	DAMAGE TO RENTED PREMISES (Ea occurren	ce) \$	100,000
	CLAIMS-MADE X , OCCUR			į			MED EXP (Any one pers	n) \$	5,000
	· ••••	i		į			PERSONAL & ADV INJU	RY \$	1,000,000
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	ANY AUTO ALL OWNED SCHEDULED						BODILY INJURY (Per ac	cident) \$	
	AUTOS AUTOS NON-OWNED	i .					PROPERTY DAMAGE (Per accident)	\$	
	HIRED AUTOS AUTOS		;	-		:	A or accuracity	\$	
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	DED RETENTION \$ WORKERS COMPENSATION	 					WC STATU- TORY LIMITS	OTH-	
	AND EMPLOYERS' LIABILITY Y/N	:					E.L. EACH ACCIDENT	S	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	;N/A					E.L. DISEASE - EA EMP		
	(Mandatory in NH) If yes, describe under	•	:				E.L. DISEASE - POLICY		
	DESCRIPTION OF OPERATIONS below					!		CHAILL 4	
В	BUSINESS PERSONAL PROPERTY		GOBQB	:	07/19/2011	07/19/2012			
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250	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	T ES (Attach	ACORD 101 Additional Remarks	Schedule	. If more space l	s required)	<u> </u>		
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CE	RTIFICATE HOLDER			CANCELLATION					
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O PROPERTY REAL ESTATE MANAGEMENT DIVISION 2633 VISTA PARKWAY WEST PALM BEACH, FL 33411-5605			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
ATTN: DIRECTOR			AUTHORIZED REPRESENTATIVE						

Me

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 0 6 2011

This will affirm that:

- 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.

ROBIERT WEATHERBEE	
(Please Print Name)	
Part Walter Pres	4/20/11
Śignature/Title	Date
THE SUB DIVISION CORP.	
Company Name	
2300 N JOORD WPB.	334//
Company Street Address/City/State/Zip Code	