

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date:  March 14, 2017          [ X ] Consent   [ ] Regular
                                           [ ] Workshop   [ ] Public Hearing
Department:

Submitted By:  Department of Airports

Submitted For:
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Second Amendment to Lease Agreement (Amendment) with Aventura Construction Corp., f/k/a Delta Aventura Construction Corp. (Aventura) (R2013-0136) (Lease), for office space, warehouse storage and paved parking areas at 3323 Belvedere Road, Building 506, at the Palm Beach International Airport (PBIA).

Summary: Aventura has exercised its final renewal option and the term will expire February 4, 2018. The Lease includes a provision allowing either party to terminate for convenience upon six (6) months notice. The Amendment reduces the termination notice to thirty (30) days, which Aventura requested in order to terminate the Lease upon completion of operations in the area. The Department of Airports has no objection to reducing the termination notice provision, as earlier termination will facilitate earlier demolition of the building. The Amendment also updates the standard non-discrimination provision.
Countywide (HF)

Background and Justification: The Lease was entered with Delta Aventura Construction Corp., as an alternate name of Aventura Construction Corp., registered with the Florida Division of Corporations. In April 2015, Aventura Construction Corp. withdrew this alternate name, and as such does business solely as Aventura Construction Corp. Building 506 is anticipated to be demolished upon Aventura's vacancy.

Attachments: Amendment (3)

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Recommended By: _____ 2/13/17
                  Department Director          Date

Approved By:    pdw _____ 2/28/17
                  County Administrator          Date

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>\$3,668</u>	<u>\$14,671</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$3,668</u></u>	<u><u>\$14,671</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No: Fund 4100 Department 120 Unit 8452 RSource 4413
 Reporting Category _____

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

The Term is scheduled to expire 2/4/18 and may be terminated upon six (6) months notice. The Amendment will reduce this notice time to thirty (30) days and may reduce the expected rental revenues if less than six (6) months notice is provided. The fiscal impact cannot be determined, but would not exceed five (5) months (the amount by which the Amendment reduces the termination notice). For illustration purposes, a five (5) month reduction in Fair Market rent at \$3,667.85 per month is shown above.

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

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

[Signature]
 OFMB 2/21/17

[Signature]
 Contract Dev. and Control 2/23/17

B. Legal Sufficiency:

[Signature] 2/24/17
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01
 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Second Amendment") is made and entered into this _____ day of _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Aventura Construction Corp., f/k/a Delta Aventura Construction Corp., a New York corporation ("Tenant").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports (the "Department"), owns and operates the Palm Beach International Airport, located in Palm Beach County, Florida (the "Airport"); and

WHEREAS, County and Tenant have entered into that certain Lease Agreement dated February 5, 2013, as amended (R2013-0136) (the "Lease") for the lease of certain real property managed by the Department on behalf of County; and

WHEREAS, on April 9, 2015, a resolution of the board of directors of Aventura Construction Corp. was submitted to the Florida Department of State, Division of Corporations, withdrawing the alternate name of Delta Aventura Construction Corp.; and

WHEREAS, the parties hereto desire to amend the Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Lease.

2. Article 3 of the Lease ("Term"), is hereby deleted in its entirety and replaced with the following Article 3:

The term of this Lease shall commence on February 5, 2013, (the "Commencement Date") and terminate on February 4, 2015 (the "Initial Term"), unless sooner terminated pursuant to the terms of this Lease. Provided Tenant is not in default of any of the terms and conditions of this Lease, this Lease shall be automatically renewed for three (3) additional one (1) year intervals thereafter (the "Renewal Term"); provided, however, either party,

with the Department acting on behalf of County, may elect to not renew this Lease upon providing no less than ninety (90) days advance written notice to the other party prior to the expiration of the then current Term. Each Renewal Term shall be upon the same terms and conditions set forth herein, except there shall be one (1) fewer Renewal Term. Notwithstanding the foregoing, either party may terminate this Lease for convenience upon thirty (30) days prior written notice to the other party, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Lease.

3. Article 26 of the Lease ("Miscellaneous"), is hereby amended to add the following Section 26.29:

26.29 Non-Discrimination in County Contracts. Tenant warrants and represents to County that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

Tenant has submitted to County a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Tenant does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R-2014-1421, as amended.

4. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

5. Paragraph Headings. The heading of the various sections of this Second Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Second Amendment or the Lease.

6. Effective Date. This Second Amendment shall become effective upon approval by County.

(Remainder of Page Intentionally Left Blank)

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

ATTEST:

**PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS**

**SHARON R. BOCK,
CLERK AND COMPTROLLER**
By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**
By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**
By: _____
Director, Department of Airports

**Signed, sealed and delivered in the
presence of two witnesses for TENANT:**

**TENANT:
AVENTURA CONSTRUCTION CORP. f/k/a
DELTA AVENTURA CONSTRUCTION
CORP.**

Signature

By: _____
Frank DeMeyer, President

Print Name

Signature

Print Name

(Seal)

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Tuesday, February 07, 2017

- Simple View
- Certificate Images
- Documents
- Call Log

Insured: Delta Aventura Construction Corp. (Aventura Construction Corporation) Insured ID: DELTAVE-PBC

Status: Compliant

ITS Account Number: PLC743

Project(s): Palm Beach County - Airport Properties

Insurance Policy	Required	Provided	Override
<u>General Liability</u>	Occurrence Form	Occurrence Form	
Expiration: 1/29/2018			
General Aggregate:	\$1,000,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$1,000,000	\$2,000,000	
Personal And Advertising Injury:	\$1,000,000	\$2,000,000	
Each Occurrence:	\$1,000,000	\$2,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>	All Owned Autos	not provided	X
Expiration: 6/26/2017	Hired Autos	Hired Autos	
	Non-Owned Autos	Non-Owned Autos	
Combined Single Limit:	\$1,000,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>	WC Stat. Limits	WC Stat. Limits	
Expiration: 1/1/2018			
<u>Property Insurance</u>	Replacement Cost	Replacement Cost	
Expiration: 7/1/2017			
Each Occurrence:	\$0	\$1,200,000	
Aggregate Limit:	\$0	\$0	

Notifications [\(Show All\)](#)

The following letters were issued:

Jan 23 2017 - Renewal Letter

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal

CERTIFICATE
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Francis DeMayer is the Secretary of Aventura Contracting Corp a corporation organized and existing in good standing under the laws of the State of NY, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 20 day of January, 2017, in accordance with the laws of the State of NY, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Second Amendment to Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Francis DeMayer, the President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 20 day of January, 2017

Francis DeMayer
[Signature]

Corporate Seal _____, Secretary