

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	February 11, 2020	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Fifth Amendment to Lease Agreement with Tallman, LLC, (R2007-0395) for the County’s continued use of 4,990 SF of indoor secured vehicle storage space for the Palm Beach County Sheriff’s Office from March 29, 2020, through September 30, 2020, and thereafter to continue on a month to month basis, until terminated at an annual rate of \$84,000 (\$7,000/month).

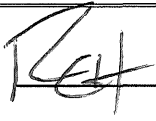

Summary: Since March 29, 2007, the County has leased 4,990 SF of indoor storage and 6,000 SF of paved outdoor storage within the Murphy/Sister’s Towing Complex located at 6907 Southern Boulevard in unincorporated Palm Beach County for the operation of both indoor and outdoor secured vehicle storage for PBSO. On March 12, 2013 (R2013-0271), the Board approved the Fourth Amendment to the Lease Agreement which deleted the 6,000 SF outdoor storage area and extended the term of the Agreement to March 28, 2018, with two (2) extension options each for a period of one (1) year. The Lease Agreement expires on March 28, 2020. This Fifth Amendment extends the term of the Lease Agreement from March 29, 2020, through September 30, 2020, and thereafter, continues on a month to month basis. This Fifth Amendment also updates and adds various County standard provisions. The Annual Rent will remain at \$84,000 (\$7,000/monthly). PREM will continue to have administrative responsibility for this Agreement. (Property & Real Estate Management) District 6 (HJF)

Background & Justification: On March 13, 2007 (R2007-0395), the Board approved the Lease Agreement with Tallman, LLC, for a period of two (2) years with four (4) options to extend, each for a period of one (1) year. The Board has subsequently approved: the first extension option (R2009-0095); a First Amendment (R2010-0358) that exercised the second extension option and reduced the rental rate by \$13,883.08; a Second Amendment (R2011-0383) that exercised the third extension option and documented various standard form changes; and a Third Amendment (R2012-0322) that exercised the fourth extension option and suspended the rental increases. On March 12, 2013, the Board approved the Fourth Amendment (R2013-0271) for a period of five (5) years with two (2) options to extend, each for a period of one (1) year; deleted the 6,000 SF outdoor area; reduced the Annual Rent to a fixed rate of \$84,000; and updated the County’s insurance liability coverage amounts pursuant to State Statute. The Board has since approved the exercise of the first extension option (R2018-0265) and the second extension option (R2019-0209).

Continued on page 3

Attachments:

1. Location Map
2. Fifth Amendment to Lease Agreement (2)
3. Budget Availability Statement
4. Disclosure of Beneficial Interests

Recommended By:		<u>1/16/2020</u>
	Department Director	Date
Approved By:		<u>1/29/2020</u>
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$42,677</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$42,677</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	<u> X </u>	No	_____	_____
Does this item include the use of federal funds?	Yes	_____	No	<u> X </u>	_____
Budget Account No:	Fund <u> 0001 </u>	Dept <u> 164 </u>	Unit <u> 1604 </u>	Object <u> 4410 </u>	
		Program _____			

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

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

Fixed Assets Number _____

C. Departmental Fiscal Review: *Karen Spies*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Shirley 1/22/2020
 OFMB KP ASD 1/21 1/21
 LT 1/22

Don J. Jacobson 1/23/2020
 Contract Development and Control
 1/23/2020 FW

B. Legal Sufficiency:

H. Jal 1/24/20
 Assistant County Attorney

C. Other Department Review:

 Department Director

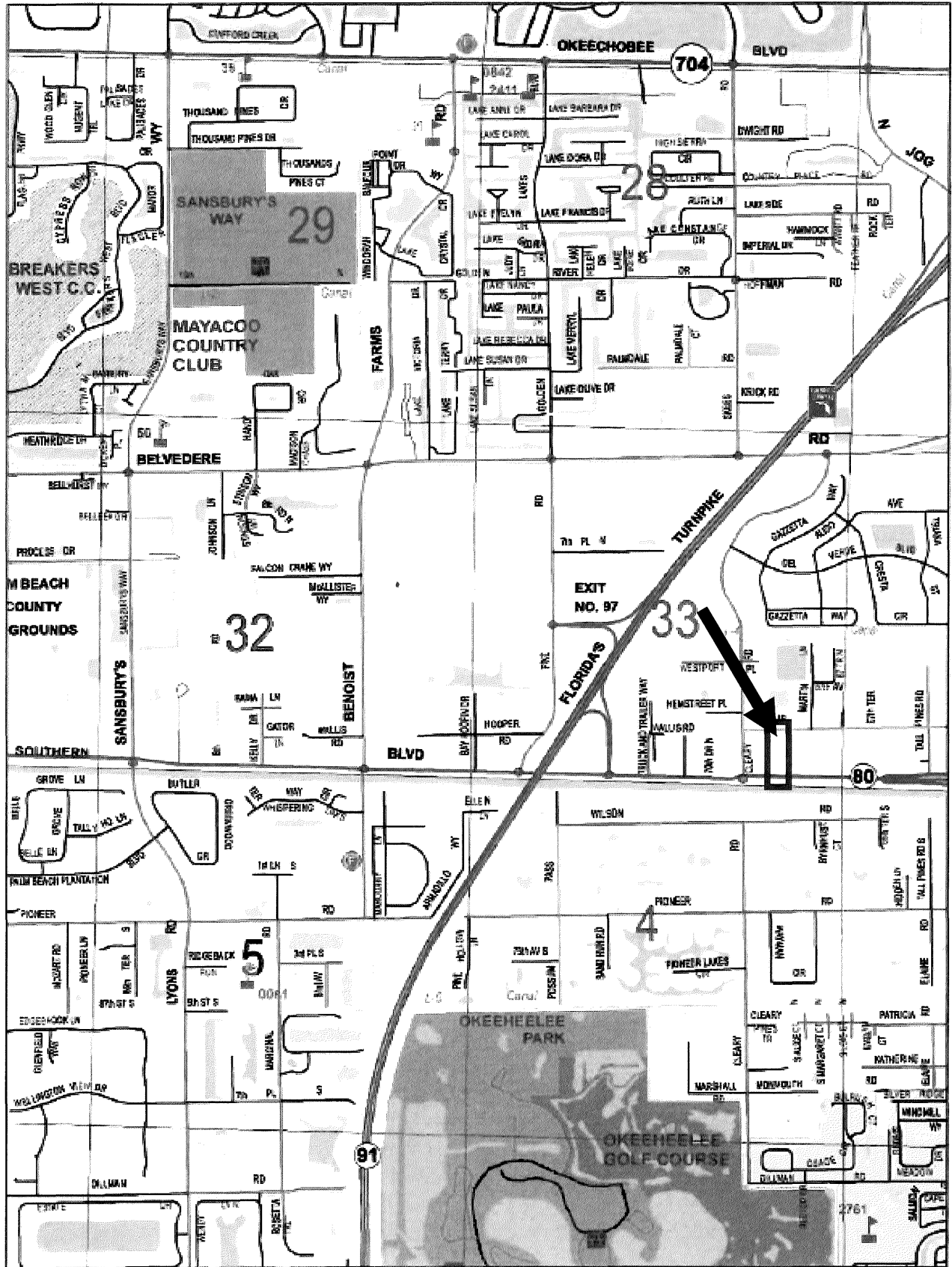
This summary is not to be used as a basis for payment.

Background & Justification (Cont'd): The County is in the process of constructing a new County-owned facility for PBSO. The new facility will not be available for occupancy until mid to late 2020. This Fifth Amendment will provide for the continuation of PBSO's use of the facility at the Murphy/Sister's Towing Complex for six (6) months through September 30, 2020, and thereafter, continue on a month to month basis until terminated upon 15 days prior notice. The Fifth Amendment also updates the non-discrimination and Inspector General provisions and adds the no third party beneficiary provision. Rent will continue at \$84,000 annually. Florida Statutes, Section 286.23, requires that a Disclosure of Beneficial Interests be obtained when a property held in a representative capacity is leased to the County. Tallman, LLC, a Florida limited liability company, provided the Disclosure of Beneficial Interests attached hereto as Attachment No. 4. The Disclosure identifies Eleanor Jones, Leilani Brochard and Maureen Day as each having a 33.3% ownership interest.

TWP 43

TWP 43

TWP 44



19

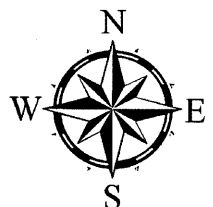
20

21

RNG 42

See pg 78

RNG 42



LOCATION MAP

Attachment #1

Attachment #2
Fifth Amendment to Lease Agreement (2 each @ 3 pages)

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (the “Fifth 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, by and through its Board of County Commissioners, 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, as amended by R-2010-0358, R-2011-0383, R-2012-0322, and R-2013-0271; and

WHEREAS, the Term of the Lease currently expires on March 28, 2020; and

WHEREAS, the construction of the PBSO storage facility has been delayed and will not be available for occupancy until mid or late 2020; and

WHEREAS, the parties wish to amend the Lease to provide for continued occupancy for six (6) months and thereafter, continue on a month-to-month basis, 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. Section 1.03, Length of Term and Effective Date, is hereby modified to extend the Term of the Agreement from March 29, 2020, through September 30, 2020, and shall thereafter continue on a month to month basis until terminated by County upon 15 days prior notice to Landlord. Annual Rent shall remain at \$84,000 (\$7,000/monthly).

3. Section 16.17 Non-Discrimination is hereby deleted in its entirety and replaced with the following:

Section 16.17 Non-Discrimination

Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties agree that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Lease. Failure to meet this requirement shall be considered default of this Lease.

4. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General’s authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the

Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of Palm Beach County or employees of County or Landlord.

6. This Fifth 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").

7. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Signed in the presence of:

LANDLORD:
TALLMAN, LLC, a Florida limited liability company

Jeri L. Maguire
Witness

By: [Signature]
Name/Title

Jeri L. Maguire
Print Name

(SEAL)

Lesley A Poza
Witness

SEAL

Lesley A POZA
Print Name

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Assistant County Attorney

By: [Signature]
Department Director

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (the "Fifth 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, by and through its Board of County Commissioners, 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, as amended by R-2010-0358, R-2011-0383, R-2012-0322, and R-2013-0271; and

WHEREAS, the Term of the Lease currently expires on March 28, 2020; and

WHEREAS, the construction of the PBSO storage facility has been delayed and will not be available for occupancy until mid or late 2020; and

WHEREAS, the parties wish to amend the Lease to provide for continued occupancy for six (6) months and thereafter, continue on a month-to-month basis, 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. Section 1.03, Length of Term and Effective Date, is hereby modified to extend the Term of the Agreement from March 29, 2020, through September 30, 2020, and shall thereafter continue on a month to month basis until terminated by County upon 15 days prior notice to Landlord. Annual Rent shall remain at \$84,000 (\$7,000/monthly).

3. Section 16.17 Non-Discrimination is hereby deleted in its entirety and replaced with the following:

Section 16.17 Non-Discrimination

Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties agree that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Lease. Failure to meet this requirement shall be considered default of this Lease.

4. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the

Attachment #3
Budget Availability Statement (2 pages)

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 01/07/20

REQUESTED BY: Della M. Lowery
Property Specialist, PREM

PHONE: 233-0239
FAX: 233-0210

PROJECT TITLE: PBSO Impound Lot Amendment Five

PROJECT NO.: 2019-5.010

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$42,677	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$42,677</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

*** 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: 1/7/2020

ENCUMBRANCE NUMBER: _____

Below is information for rent only justifying the figures listed on the attached BAS for the PBSO Impound Lot Amendment Five to Lease Agreement with Tallman, LLC:

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$42,677</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$42,677</u>	=====	=====	=====	=====

FY2020:

- The Lease expires on 3/28/2020.
- Rent has already been budgeted up to 3/28/2020.
- The rent will remain at \$84,000.00 per year (\$7,000.00 per month).
- The Fifth Amendment will extend the term of the Agreement commencing 3/29/2020 thru 9/30/2020, and thereafter continue on a month to month basis until terminated.
-
- 3/29/2020 – 3/31/2020 = 3 days.
- \$7,000.00 per month ÷ 31 days (March) = \$225.81 per day x 3 days = \$677.43
-
- 4/1/2020 – 9/30/2020 = 6 months x \$7,000.00 per month = \$42,000.00.
-
- \$677.43 + \$42,000.00 = \$42,677.43.

FY2020 TOTAL = \$42,677.43

FY2021:

FY2021 TOTAL = \$-0-

FY2022:

FY2022 TOTAL = \$-0-

FY2023:

FY2023 TOTAL = \$-0-

FY2024:

FY2024 TOTAL = \$-0-

Attachment #4
Disclosure of Beneficial Interests (4 pages)

**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 Maureen M. Day, 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: 354 Westwood Circle N., West Palm Beach, FL 33411.

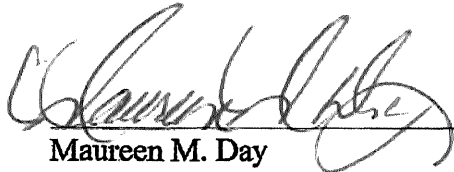
3. Attached hereto, and made part hereof, as Exhibit "B", is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Landlord and the percentage of interest of each such person or entity.

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.

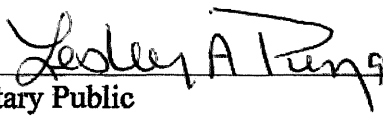
5. Affiant further states that Affiant is familiar with the nature or an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

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.

 _____, Affiant
Maureen M. Day

The Foregoing instrument was sworn to, subscribed and acknowledged before me this 16th day of December, 2019, by Maureen M. Day, who is personally known to me or has produced _____ as identification and who did take an oath.

 _____
Notary Public

Lesley A Puza
(Print Name of Notary Public)

Notary Public
State of Florida at Large
My commission Expires: _____



LESLEY A PUZA
Commission # GG 208198
Expires June 30, 2022
Bonded Thru Budget Notary Services

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 59.13 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.

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Landlord is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Landlord must identify individual owners. If, by way of example, Landlord is wholly or partially owned by another entity, such as a corporation, Landlord must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
Eleanor Jones	8658 Thousand Pines Dr. West Palm Beach, FL 33411	33 1/3%
Leilani Brochard	4710 Hunting Tr. Lake Worth, FL 33467	33 1/3%
Maureen Day	354 Westwood Circle W. West Palm Beach, FL 33411	33 1/3%
