

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 6, 2020 Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

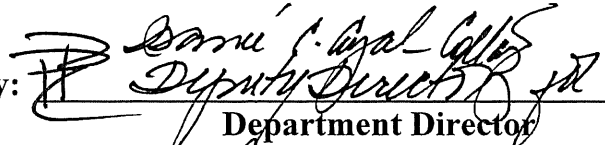
Motion and Title: Staff recommends motion to approve: First Amendment to Lease Agreement with South Florida Water Management District (SFWMD) (R2020-0518) for the lease of 19,692 square feet of temporary office space for the Palm Beach County Sheriff's Office (PBSO) located at 3301 Gun Club Road increasing the cost of Furniture Work by \$16,000 from \$75,000 to \$91,000.


Summary: On May 14, 2020, the County entered into a Lease with SFWMD for 19,692 square feet of office space located at 3301 Gun Club Road to temporarily accommodate a portion of PBSO staff during the PBSO Headquarters Renewal/Replacement/Renovation Project. The Lease provides that the County would reimburse SFWMD up to \$75,000 for reconfiguration of the modular furniture ("Furniture Work"). Due to additional required modifications to meet the operational needs of PBSO, the cost of the Furniture Work-increased to \$91,000. This First Amendment provides for the increase in payment to SFWMD from \$75,000 to \$91,000. All other terms and conditions remain the same. **(Property & Real Estate Management) Countywide/District 2 (HJF)**

Background and Justification: In late 2019, the Sheriff identified the need to relocate a portion of his employees from PBSO HQ during the construction phase of the Renewal/Replacement/Renovation Project. After an extensive search, the SFWMD property located at 3301 Gun Club Road was identified as an ideal site. The premises contains 19,692 square feet of office space and is located immediately north of PBSO HQ. The rental rate is approximately \$21 per square feet, or \$410,972.04 annually, and includes all utilities, building maintenance, and use of the modular furniture. To accommodate PBSO's use, the County agreed to reimburse SFWMD for the reconfiguration of the existing SFWMD-owned modular furniture at an initial estimated cost of \$75,000. However, certain PBSO units require floor to ceiling partitions due to the sensitive nature of their operations, which were not accounted for in the initial estimation. The cost of the additional modifications is \$16,000, increasing the cost of the Furniture Work to \$91,000. SFWMD will execute the First Amendment to Lease Agreement following Board approval.

Attachments:

- 1. Location Map
- 2. First Amendment to Lease Agreement
- 3. Budget Availability Statement

Recommended By:  9/21/20
Department Director Date

Approved By:  9/22/20
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$16,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$16,000</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No

Does this item include the use of federal funds? Yes No

Budget Account No: Fund 3804 Dept 411 Unit B545-02 Object 4907
 Program _____


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

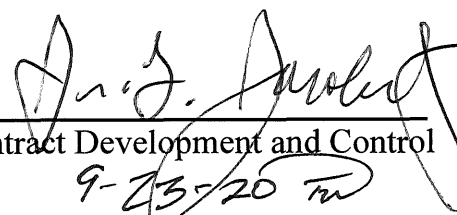
Fixed Asset Number N/A

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 9/22/2020
 OFMB 9/22

 9/23/2020
 Contract Development and Control
 9-23-20 TM

B. Legal Sufficiency:

Anne DeFand 9/24/2020
 Assistant County Attorney

C. Other Department Review:

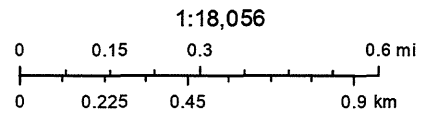
 Department Director

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

00-43-44-06-02-000-0000



September 17, 2020



LOCATION MAP



Attachment #2
First Amendment to Lease Agreement
3 Pages (2 copies)



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

4600004116-A01

AMENDMENT NO. 01

TO LEASE NO. 4600004116

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

PALM BEACH COUNTY

This **AMENDMENT NO. 01** is entered into on _____ to that Lease dated May 28, 2020, between "the Parties," the South Florida Water Management District (District), and Palm Beach County (County).

Background

1. The Governing Board of the District, at its May 14, 2020 meeting, approved entering into this Lease with the Parties for office space lease of approximately 19,692 square feet.
2. The term of the Lease is three (3) years with two one-year renewal periods to be exercised at the option of the District.
3. The Parties wish to amend the Lease to revise Article 3, Section 3.02, Alterations, of the Lease.

Terms and Conditions

4. This **AMENDMENT NO. 01** shall be effective upon the date of execution by the Parties.
5. This **AMENDMENT NO. 01** shall be at no additional cost to the District.
6. Article 3, Section 3.02, paragraph b., of the Lease is hereby revised to read as follows:

"SFWMD shall perform, or cause to be performed, modifications to the modular furniture to accommodate the County's use of the Premises. County shall provide a drawing with the desired configuration and SFWMD shall seek a fixed fee price for all materials and labor needed to modify the existing furniture to comply with the



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

agreed upon furniture drawing ("Furniture Work") and the fixed fee, for the Furniture Work shall not exceed \$91,000.00. The cost of the Furniture Work is separate from, and in addition to, the Annual Rent. When the Furniture Work has been completed and accepted by the County, SFWMD shall submit an invoice to the County for the actual cost of the Furniture Work. SFWMD shall include, as documentation to the invoice, a copy of the email or other written correspondence of the County's approval of the price of the Furniture Work, SFWMD's purchase order for the Furniture Work, a copy of the vendor's invoice, and evidence of SFWMD payment of the vendor. The County shall review the submittal for compliance with this Lease and when approved by the County, pay SFWMD the full amount of the Furniture Work within thirty (30) calendar days of approval. Except the Floor-to-Ceiling Modular partitions, all furniture shall remain the property of SFWMD. The County shall be responsible for the removal of the Floor-to-Ceiling Modular partitions in accordance with Section 4.07."

7. All other terms and conditions of the Lease remain unchanged.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 01** on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By:

Candida Heater, Director
Administrative Services Division

SFWMD PROCUREMENT APPROVED

BY: _____

DATE: 09/14/2020 _____



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: Arnie Delgent
County Attorney *for Howard Falcon*

By: Ernie P. Ayala Calles
Deputy Director
Department Director

Attachment #3
BAS
1 Page

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 9-16-20

REQUESTED BY: Purvi Bhogaita

PHONE: 233-0221

PROJECT TITLE: South Florida Water Management District (SFWMD Lease

PROJECT NO.: 20149

ORIGINAL CONTRACT AMOUNT: \$ 75,000

BCC RESOLUTION#:R2020-0518

REQUESTED AMOUNT: \$16,000

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: PBSO units require floor to ceiling partitions due to the sensitive nature of their operations, which were not accounted for in the initial estimation. The cost of the additional modifications is \$16,000, increasing the cost of the Furniture Work to \$91,000.

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$16,000
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$

* By signing this BAS your department agrees to these staff charges 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(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3804

DEPT: 411

UNIT: B545-02

OBJ: 4907

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- Ad Valorem (Amount \$)
- Infrastructure Sales Tax (Amount \$ _____)
- State (source/type: _____ Amount \$ _____)
- Federal (source/type: _____ Amount \$ _____)
- Grant (source/type: _____ Amount \$ _____)
- Impact Fees: (Amount \$ _____)
- Other (source/type: _____ Amount \$ _____)

Department: FD+O

BAS APPROVED BY: [Signature]

DATE 9/16/2020

ENCUMBRANCE NUMBER: _____