

REQUEST FOR LEGAL SERVICES

TO: County Attorney's Office
Attention: Noah Milov

From: Rafael Samaniego **Drawer No.** PW05

Date: 03/03/26 **Ext.** 344-2303

Request (in detail) _____

Please review and sign attached Mutual Agreement, Additional Improvement between Polk County School Board and Polk County, Board of County Commissioner associated with Sheriff Office, Central District Command.

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:

Assign to: Noah

County Attorney
MAR 05 2026
Date: _____

County Attorney Project No: 2026-167

Logged out: 3/4/2026 3-9-26



Agenda Item Details

Meeting	Feb 24, 2026 - Board Meeting 5:00PM
Category	L. Consent Agenda - Facilities
Subject	2. Amendment to Installation of Wall on the Sheriff's Central District Command
Access	Public
Type	Action (Consent)
Recommended Action	Board approves requested amendment

Public Content

DESCRIPTION:

On September 9th, 2025 the Board approved the request from the Polk County Sheriff's Office (PCSO) to construct a perimeter wall along the western boundary of their Central Command Center that is co-located with Westwood Middle School. The Polk County Sheriff's Office leases a portion of District owned property that contains Westwood Middle School. Upon further review following additional on site assessment, PCSO now desires to amend this request to continue the originally requested perimeter wall along the northern portion of the Central Command Center. All costs associated with this request to include design, engineering and construction are paid for by PCSO.

CONTACT:

Joshua McLemore
 Director of Planning and Real Estate
 863-534-0620 EXT 489
 joshua.mclemore@polk-fl.net

WORK SESSION POWERPOINT PRESENTATION: Yes

FINANCIAL IMPACT: None

Amount:

Funds Reservation Number or Requisition Number:

Cost Center:

Fund:

Functional Area:

GL:

- 1.) PCSO Central Command Office Lease amendment Summary Board Presentation.pdf (1,706 KB)
- 2.) PCSO Improvements to Central Command Station at Westwood Middle 2025.pdf (144 KB)
- 3.) 01 13 1998 LEASE -Westwood Middle (BoCC).pdf (243 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Roberts Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Documentation concerning these items has been provided to all board members in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Workflow

Workflow

Feb 4, 2026 12:26 PM :: Submitted by Joshua Mclemore. Routed to Harry Fix for approval.

Feb 4, 2026 1:11 PM :: Approved by Harry Fix. Routed to Anne Pasco for approval.

Feb 5, 2026 1:45 PM :: Approved by Anne Pasco. Routed to Michael Kragh for approval.

Feb 5, 2026 1:54 PM :: Approved by Michael Kragh. Routed to Carol Matthews for approval.

Feb 5, 2026 1:59 PM :: Approved by Carol Matthews. Routed to Heather Jenkins for approval.

Feb 5, 2026 2:10 PM :: Final approval by Heather Jenkins

Last Modified by Heather Jenkins on February 5, 2026

AMENDMENT FOR LEASEHOLD IMPROVEMENTS FOR
ABOVE GROUND PERIMETER WALL INSTALLATION

This Amendment is made and entered into as of this 24 day of February, 2026 by and between the SCHOOL BOARD OF POLK COUNTY, a statutory corporation (“Lessor”), and POLK COUNTY, a political subdivision of the State of Florida (“Lessee”). Each shall be individually known as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, On January 13th, 1998, the Parties entered into a certain lease Agreement whereby Lessor, as the fee simple owner of certain real property located in the vicinity of Avenue G Northwest and 42nd Street Northwest in the area known as "Inwood" located west of Winter Haven, Florida, leased to Lessee real property for the purpose of constructing and operating a Sheriff’s Regional Command Center for a term of 50 years (the “Agreement”); and

WHEREAS, the Polk County Sheriff’s Office (“PCSO”) desires certain improvements to the land; and

WHEREAS, Paragraph 15 of the Agreement allows for the construction of Additional Improvements by Lessee; and

WHEREAS, Lessee and PCSO plan to implement an agreement for the construction of the improvements hereunder upon the execution of this Amendment; and

WHEREAS, in preparation of the Agreement between Lessee and PCSO, the Parties desire to memorialize and authorize the construction, installation, and modification of certain improvements to the Land; and

WHEREAS, the Parties intend to enter into this leasehold improvement amendment.

NOW, THEREFORE, the Parties agree as follows:


1. **Recitals**. The Recitals set forth above are true, correct, and incorporated by this reference.
2. **Leased Premises**. The tract of land subject to the improvements outlined in this Amendment is found in “Exhibit A” of the Agreement (the “Land”).
3. **Scope of Work**. Subject to the terms of this Amendment, the Lessee shall be authorized to construct, perform, and make the following improvements to the Land:
 - a. Construction of a perimeter wall approximately three hundred forty (340) linear feet in length on the west side and 60 linear feet at the north side and sixteen (16) feet in height;
 - b. Removal of six (6) trees including the stump located outside the west portion of the chain link fence;

- c. Removal of five (5) trees, including the removal of a stump, located within the parking lot area of the Land;
 - d. Replanting of replacement trees along the northern boundary of the Land, consisting of trees with a minimum caliper of two (2) inches and a minimum height of ten (10 - 12) feet; and
 - e. Removal of existing chain link fence segment aligned perpendicularly to the main gate and back fence; and
 - f. Installation of an additional chain link fence butting against the new perimeter wall perpendicular from the main gate and back fence, which includes the tie in on the new north fence. If possible, the existing chain link fence will be used to tie into the perimeter wall.
 - g. Relocation of the dog cage further Eastside.
4. Default. Neither Party is in default of the Agreement and each Party is presently unaware of any fact or circumstance that would constitute a default by the other Party under the Agreement.
 5. Compliance. Lessee shall comply with all applicable governmental codes, ordinances, laws, and regulations affecting the Land.
 6. Coordination. Lessee shall coordinate with Lessor's staff in the course of making the improvements outlined in this Amendment.
 7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 8. Full Force and Effect. The Agreement as amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first stated above.

[Signature Page to Follow]

**LESSOR:
THE SCHOOL BOARD OF POLK COUNTY**

Attest by: 
Secretary

Superintendent of Schools
By: 
Fredrick Heid

THE SCHOOL BOARD OF POLK COUNTY

By: 
Justin Sharpless, Board Chairman

**LESSEE:
POLK COUNTY**

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed.D, Chair Commissioner
POLK COUNTY,
A political subdivision of the State of Florida.

Reviewed as to form and legal sufficiency:

 3/6/2024
County Attorney's Office Date

