

RECEIVED
2007 JUL 19 AM 3:00

FIRST AMENDMENT TO INTERNAL MEMORANDUM OF UNDERSTANDING

THIS FIRST AMENDMENT (this "Amendment") is made and entered into _____, by and between Palm Beach County Department of Airports, an administrative department of Palm Beach County (the "Department"), and the Palm Beach County Facilities Development and Operations Department, an administrative department of Palm Beach County (the "FD&O"), and approved by the Palm Beach County Board of County Commissioners (the "Board").

WITNESSETH:

WHEREAS, the FD&O uses and occupies Building 1169 and associated paved automobile parking and ground areas (the "Premises") through an Internal Memorandum of Understanding with the Department of Airports (R2004-2589), dated December 21, 2004 (the "MOU"); and

WHEREAS, the term of the MOU is set to expire on September 30, 2007; and

WHEREAS, FD&O desires to extend its use of the Premises until December 31, 2008; and

WHEREAS, the Department is willing to extend the term of the MOU.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the MOU, which expires on September 30, 2007, shall be extended to December 31, 2008.
2. All other terms of the MOU remain unmodified and in full force and effect and the Department and FD&O hereby ratify, confirm, and adopt the MOU as amended hereby.
3. This Amendment shall be effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have caused this Amendment to be approved by the Palm Beach County Board of County Commissioners on the day and year above written.

ATTEST:

**SHARON R. BOCK,
CLERK & COMPTROLLER**

**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

Amendment
07/02/07

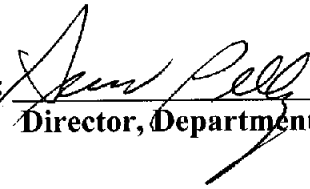
ATTACHMENT #1

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Assistant County Attorney

By: _____
Director Facilities Dev & Operations

By:  _____
Director, Department of Airports

USE AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (ACounty@) and ARTHUR ANDERSON, SUPERVISOR OF ELECTIONS, a state constitutional officer (ASupervisor@).

WHEREAS, the County leases improved property located at 3200 Belvedere Road, Building 1169 at Palm Beach International Airport ("Building 1169") pursuant to a Memorandum of Understanding; and

WHEREAS, the Supervisor desires to occupy 23,570 square feet of Building 1169 ("Premises") for warehouse space known as the Voter Equipment Center; and

WHEREAS, the County and the Supervisor agree that no leasehold improvements are required for the Premises to accommodate Supervisor's occupancy; and

WHEREAS, the Supervisor agrees to pay the County for the use of the Premises; and

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals contained above are true and correct and incorporated herein.
2. The Supervisor shall use the Premises for warehouse storage and not enter into any other agreement with the respect to the use of the Premises without the prior written consent of the County. The Supervisor acknowledges that the County has leased portions of Building 1169 to a non-County entity and may use Building 1169 (other than the Premises) for a variety of uses. Supervisor agrees to cooperate with the County on the development of use rules and procedures to be applied to all users to facilitate safe and effective use of Building 1169.
3. The Supervisor acknowledges that this Agreement and Supervisor's use and occupancy of the Premises are subject to and governed by a Memorandum of Understanding ("MOU") between the Department of Airports and the Department of Facilities Development & Operations, a copy of which is attached as Exhibit A. The terms of the MOU are hereby ratified, confirmed, adopted, and incorporated into and made a part of this Agreement. The Supervisor acknowledges that it has received, reviewed and agreed to comply with the terms and conditions of the MOU. In the event of an inconsistency between provisions of this Agreement and the MOU, the MOU shall prevail. Supervisor shall not take any actions which violate the terms of the MOU.

4. The Supervisor shall not commit waste upon the Premises or Building 1169, nor maintain, commit or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. The Supervisor acknowledges that its employees and the Premises shall, throughout the term of this Agreement, be in full compliance with all federal, state, county, and local statutes, laws, rules and regulations respecting the use and occupancy of the Premises. The Supervisor shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.
5. The Supervisor shall pay the County to occupy the Premises from August 1, 2007, to December 31, 2008. The Supervisor shall pay \$28,736.66 by August 1, 2007, for use of the Premises from August 1, 2007, to September 30, 2007. Pursuant to the MOU, on October 1, 2007, the rental rate shall be adjusted and a new rental rate shall be applied to reflect the fair market rental value as determined by the appraisal conducted on the County's behalf. The Supervisor shall pay the adjusted rental amounts on the following dates: 1) October 1, 2007, for use of the Premises during FY 08, and 2) October 1, 2008, for use of the Premises from October 1, 2008, to December 31, 2008.
6. The Supervisor agrees that no improvements are required for the Supervisor to occupy the space for its intended use in a safe and code compliant manner. The Supervisor shall not undertake any modification or change to the Premises or permanently affix any furniture, equipment or shelving unit without the written approval of the County. The Supervisor agrees to submit work orders to the County for any desired modification or changes to the Premises. The County will scope and price the work order and return same to the Supervisor for approval and funding authorization. The costs of modification or changes to the Premises will be funded by the Supervisor.
7. The Supervisor shall fund the purchase of and perform the installation of all communications equipment (telephone and data), furniture, non-fixed fixtures and other equipment necessary for its use. The Supervisor shall fund all its own moving costs and the costs to set up the Premises for use.
8. The County shall fund the maintenance of the Premises (both interior, exterior and grounds) and provide and fund all utilities, except for the communications equipment and services described in Section 7 above.
9. The County shall provide custodial and pest control services for the Premises.
10. The term of this Agreement is seventeen (17) months from the effective date of the Agreement. The Agreement can be extended upon mutual written agreement between the Supervisor and the County.

11. The Supervisor shall promptly vacate the Premises upon termination of this Agreement and remove personal property and removable fixture and equipment from the Premises at its sole cost and expense.
12. This Agreement shall be effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the day and year first above written.

ATTEST:
 SHARON R. BOCK,
 CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA
 BY ITS BOARD OF COUNTY
 COMMISSIONERS

By: _____
 Deputy Clerk

By: _____
 Addie L. Greene, Chairperson

APPROVED AS TO FORM AND LEGAL
 SUFFICIENCY

APPROVED AS TO TERMS AND
 CONDITIONS

By: _____
 Assistant County Attorney

By: Anthony Wolf
 Director, Facilities Dev & Ops *NSD*

ATTEST:

ARTHUR ANDERSON, PALM BEACH COUNTY
 SUPERVISOR OF ELECTIONS, A STATE
 CONSTITUTIONAL OFFICER

By: Nancy J. Dolan

By: Arthur Anderson
 Arthur Anderson, Supervisor