

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

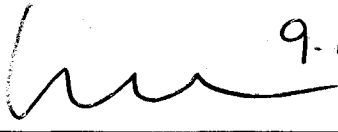
Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>1500</u>	_____	_____	_____	_____
External Revenues	<u>(1500)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u> <i>see below</i>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No

Budget Account No: Fund 0001 Dept 410 Unit 5290 Object 4610
 Program _____

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

20 County shall pay an annual utility fee of \$1500 which shall be reimbursed by PBCC

9-15-09


C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

no fee. alr 2009

 OFMB *9/11/09* *9/11/09* *9/11/09*

Don J. August 9/21/09

 Contract Development and Control
 These Restated Agreements
 comply with our review
 requirements.

B. Legal Sufficiency:

[Signature] *9/22/09*

 Assistant County Attorney

C. Other Department Review:

 Department Director

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

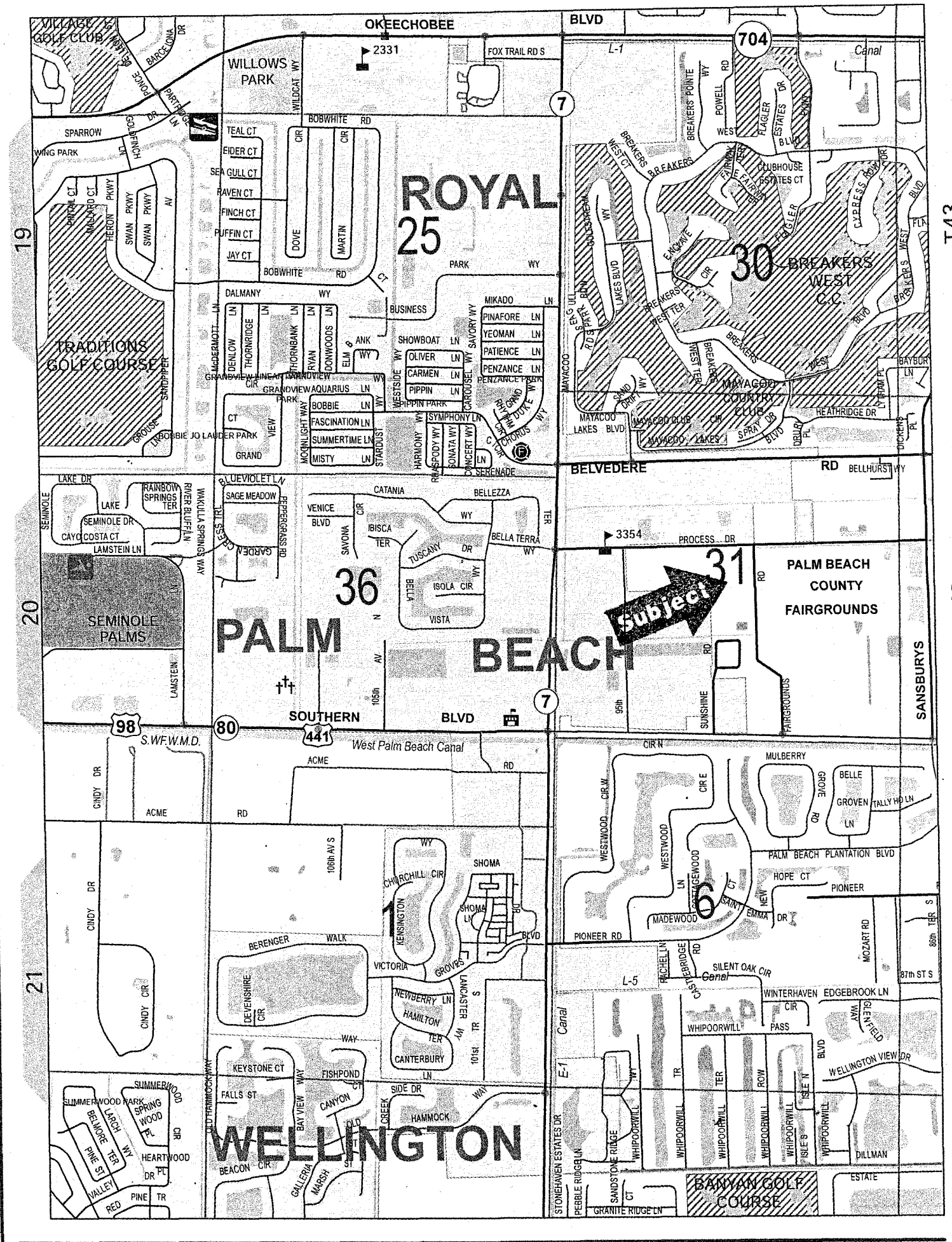
Background and Justification - continued:

upgrade the facilities at the Fairgrounds and continue to make it available for use by the various law enforcement agencies in the County. The County, on behalf of PBSO, entered into a 25 year land lease agreement with the Fair in 1993 that made the County responsible for the use of the facility by the various agencies. The County entered into a separate use agreement with PBSO under which the County's responsibilities under the Fair agreement were delegated to PBSO. The County also entered into a funding agreement with PBCC and the Criminal Justice Standards and Training Commission ("CJSTC") under which funds from the CJSTC Trust Fund were contributed towards the design and construction of the upgraded driver training facilities in order to offset user fees for PBCC's use of the facilities.

In 2008, the County completed construction of a permanent driver training facility at the County's Fire Rescue Administration and Training Complex, and PBSO moved its driver training operations there. While other law enforcement agencies in the County will be able to conduct training exercises at PBSO's facility, PBCC will not be able to use the County's facility as it does not meet the State's minimum standards specific to recruit training of law enforcement officers conducted solely by PBCC. PBCC is in the process of constructing its own training facility, but the facility will not be completed until 2010. The Fair has agreed to amend its lease with the County to allow PBCC to continue to use the driver training facility at the Fairgrounds until December 21, 2010.

Under the terms of the First Restatement of Lease Agreement with the Fair, County will continue to lease the same premises at no charge for rent, but use will be limited to use solely by PBCC. The use shall be limited to three consecutive days per month from March through December with two additional three day periods scheduled during June through August as agreed to annually by County and the Fair. Upon the Commencement Date of the Restated Lease, the improvements to the premises, including the restroom building, shall be transferred to the Fair's ownership as provided for in the original Lease. County will retain the rights to the modular classroom and may remove it at any time it wishes. County shall give the Fair the option of taking possession of the modular classroom at the end of the lease term or sooner if County decides to remove it. If the Fair wants the modular classroom, County shall transfer title to the Fair at no cost and the Fair shall be responsible for any relocation costs. The Fair shall maintain the driving range and County shall maintain the skid pad. Any damage to either the driving range or the skid pad shall be paid for by the damaging party. The Fair shall maintain the restroom, and County shall maintain the classroom including custodial service. County will pay the Fair an annual utility charge of \$1,500.

Under the terms of the Restated Agreement between PBCC and the County, PBCC shall assume all of County's obligations under the restated lease agreement with the Fair except: 1) County shall be responsible for scheduling the use of the driving range with the Fair after PBCC informs County of its preferred dates; 2) County shall be responsible for the transfer of ownership of the improvements; and 3) County shall pay the utility fee to the Fair, but shall invoice PBCC for reimbursement. PBCC shall assume all of County's maintenance responsibilities with regard to the classroom and the skid pad.



LOCATION MAP

ATTACHMENT #1

Handwritten signature and scribbles at the bottom right of the page.

FIRST RESTATEMENT OF LEASE AGREEMENT

THIS FIRST RESTATEMENT OF LEASE AGREEMENT ("Restated Lease"), made and entered into this day _____ by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and SOUTH FLORIDA FAIR AND PALM BEACH COUNTY EXPOSITIONS, INC., a Florida corporation ("Fair"), replaces and restates the Lease Agreement originally made and entered into by the parties on July 6, 1993 (R93-810D) ("Original Lease").

WHEREAS, the Fair is the owner of approximately 112 acres of property bounded generally by Southern Boulevard, Fairgrounds Road and Sansburys Way as depicted on the site Plan attached hereto as Exhibit "A" (the "Fairgrounds");

WHEREAS, the County had a need to provide a law enforcement driver training facility for use by the Palm Beach County Sheriff's Office ("PBSO") and other law enforcement agencies including the Palm Beach Community College;

WHEREAS, the Fair has approximately eight acres within the Fairgrounds on which the County developed a law enforcement driver training facility which has been co-utilized by the Fair and County;

WHEREAS, the County has recently constructed a new law enforcement driver training facility at a County-owned property and has relocated PBSO's driver training curriculum to that property, but is unable to accommodate the driver training requirements of the Palm Beach Community College ("PBCC") on the new driver training range;

WHEREAS, the Fair is willing to continue to lease the driver training facility on the Fair's Property to County for sole use by the PBCC;

WHEREAS, the County and Fair desire to restate the Original Lease to: 1) limit the County's usage on behalf of PBCC; 2) establish new scheduling procedures; and 3) delete all provisions relating to the construction of the Facility which was completed in 2004; and

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and various other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
RESTATED LEASE PROVISIONS**

Section 1.01 Premises.

The property subject to this Restated Lease consists of approximately 8 acres of land situated at the Northwest corner of the Fairgrounds ("Driving Range") as depicted on the Site Plan attached hereto as Exhibit "A", together with the Classroom and Restroom facilities described herein (the "Premises").

County certifies that County has inspected the Premises and accepts same "As Is", in its existing condition as of the Commencement Date of this Restated Lease. No repair work or improvements are required to be done by Lessor as a condition of this Restated Lease.

Section 1.02 Length of Term and Commencement Date.

The term of this Restated Lease shall commence on the date of full execution hereof the ("Commencement Date") and shall extend until December 21, 2010, unless sooner terminated pursuant to the provisions of this Restated Lease (the "Term").

**ARTICLE II
RENT**

Section 2.01 Rent Free Occupancy.

In consideration of the improvements constructed by County pursuant to the terms of the Original Lease, County shall be entitled to use and occupy the Premises without payment of rent or any additional consideration except as expressly provided herein.

Section 2.02 Assessments.

County shall pay before delinquency all non ad valorem assessments which may be levied by any governmental authority against the Premises or County's improvements constructed on the Premises and shall pay any and all taxes, assessments and other impositions levied and charged upon the Fair or County by virtue of the rights and privileges arising under this Restated Lease or the County's use of the Premises.

**ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY**

Section 3.01 Use of Premises.

County shall use the Premises solely and exclusively for a law enforcement driver training facility for sole use by PBCC. County shall not use, permit or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Fair. County shall have exclusive use of the Premises for three consecutive days a month from March – December each year of the Term. The three consecutive days shall commence on a Monday at 0600 hours and end by 2300 hours on Wednesday. In addition, the County shall have the right to schedule two additional three day periods during June – August at specific times agreed to between the County and Fair. The County requires the use of the Premises through 2300 each night and the Fair agrees to use its best efforts to not schedule events requiring the Premises during that time. In the event that the Fair needs use of the Premises during the County's exclusive use period, the Fair shall provide County with two (2) weeks written notice that a particular evening's use will need to be rescheduled. Fair will try to reschedule that evening's use for another evening in the same week, but if that is not possible due only to scheduled public events (as opposed to use for mobilization or demobilization activities, Fair will work with the County to reschedule the cancelled evening's use for another evening as soon as possible. During the County's exclusive use periods, County shall be allowed to use the areas adjacent to the Premises for staging and preparation purposes on a non-exclusive basis.

By February 15 of each year, the County will notify the Fair of the dates for County's use for the upcoming year. The County will provide not later than May 1 annually and the Fair will agree, by May 15 of each year, to the specific two additional three day use periods during June-August.

The Fair acknowledges that County will treat a portion of the paved surfaces of the Premises with a low friction surface for skid training. The Fair assumes responsibility for providing appropriate traffic control to ensure the safe and proper use of these areas during all periods of Fair's use thereof.

Section 3.02 Waste or Nuisance.

County shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect Fair's fee interest in the Premises. All refuse is to be removed from the Premises at County's sole cost and expense and County will keep such refuse in proper fireproof containers until removed.

Section 3.03 Hazardous Substances.

County shall not use, store or dispose of any of the following "Hazardous Substances" on the Premises: (i) friable asbestos; (ii) urea formaldehyde foam insulation; (iii) polychlorinated biphenyls; or (iv) any other chemical, material or substance, including petroleum products, the handling, storage, transportation, disposal of or exposure to which is prohibited, limited or regulated by an federal, state, county, regional, or local authority. In the event of accident or discovery of such disposal, County shall immediately report such occurrence to Fair, indicating what is being disposed of, and what actions County is undertaking to remove said disposal. County, to the extent permitted by law, agrees to defend, indemnify and hold harmless Fair against any and all claims that Fair may be liable for, suffer, incur or pay by reason of County's failure to comply with the terms and conditions of this Section.

Section 3.04 Governmental Regulations.

County shall, at County's sole cost and expense, comply with all ordinances, rules, regulations, orders and requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to County, its use of the Premises, or the Premises generally.

Section 3.05 Transfer of Improvements.

Upon the Commencement Date of this Restated Lease, the improvements to the Premises (including the restroom building) shall be transferred to Fair's ownership as contemplated by the Original Lease. The County shall have the right to allow the modular classroom building ("Classroom") to remain in place or remove same at its cost at any point during the term of this Restated Lease. At the end of the term, or sooner if County wishes to remove the Classroom, County shall ask the Fair whether it wishes to take possession of the modular classroom building ("Classroom"). Fair shall have sixty (60) days to decide whether it wants the Classroom. If Fair decides to take possession of the Classroom, County shall transfer title to Fair at no charge and in "As-Is" condition, and Fair shall be responsible for relocating the Classroom at its sole expense. If Fair declines the offer of the Classroom, or does not respond within sixty (60) days, County shall remove the Classroom at its cost.

Section 3.06 Surrender of Premises.

Upon expiration or earlier termination of this Restated Lease, County shall remove County's personal property from the Premises and shall surrender the Premises to the Fair in the same condition the Premises were in as of the Commencement Date of this Restated Lease, reasonable wear and tear expected. On surrender of the Premises, any remaining improvements shall become the property of Fair.

**ARTICLE IV
REPAIRS AND MAINTENANCE OF PREMISES**

Section 4.01 Responsibility of Fair and County for Driving Range.

Fair shall maintain, at its cost and expense, the Driving Range. County shall maintain and repair, at its cost and expense, the Skid Pad. Any damage to the Driving Range shall be repaired by the damaging party. During January & February when the County is not using the Driving Range, Fair shall maintain same, and shall repair any damage to the Skid Pad caused by Fair's use of the Premises. Any damage to the paved surfaces of the Premises shall be repaired by Fair prior to recommencement of County's exclusive use period. Fair shall maintain and repair the water, sewer, and electrical lines and equipment providing service to the trailer hookups within the Premises, except to the extent that the same are damaged as a result of County's use of the Premises.

Section 4.02 Responsibility for Improvements ("Restrooms" and "Classroom").

The restroom building, originally constructed by County and now owned by the Fair, shall be the Fair's to maintain and operate. County shall be responsible for maintenance of the Classroom, including custodial service.

**ARTICLE V
INSURANCE AND INDEMNITY**

Section 5.01 Liability Insurance.

County shall maintain at all times during the Term of this Restated Lease, self-insurance coverage for comprehensive general liability in the amount of \$100,000 per person and \$200,000 per incident or occurrence and shall provide Fair with a certificate evidencing such coverage. In the event the Legislature should change the County's exposure by statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

Section 5.02 Indemnification.

County shall, to the extent permitted by law, indemnify and save harmless the Fair from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Restated Lease for any personal injury, loss of life and/or damage to property sustained in or about the Premises by reason or as a result of the use and occupancy of the Premises by the County, its agents, employees, licensees, and invitees, and from and against any orders, judgements, and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. In the event Fair shall be made a party to any litigation commenced against the County or by the County against any third party, then County shall protect and hold Fair harmless and pay all costs and attorney's fees incurred by Fair in connection with such litigation, and any appeals

thereof. Nothing contained herein shall be construed as a waiver of sovereign immunity enjoyed by the parties hereto, as provided in Florida Statutes Section 768.28 as amended.

**ARTICLE VI
DESTRUCTION OF IMPROVEMENTS AND PERSONAL PROPERTY**

Section 6.01 Damage or Destruction to Improvements by Fire, War or Act of God.

In the event any improvements are destroyed or so damaged or injured by fire or other casualty during the Term of this Restated Lease, the Fair shall commence restoration or removal thereof within one hundred twenty (120) days and thereafter diligently pursue the restoration or removal to completion. Notwithstanding the foregoing, in the event of any such casualty, Fair shall have the right to be exercised in its sole discretion, to terminate this Restated Lease.

Section 6.02 Damage or Destruction to Personal Property by Fire, War or Act of God.

In the event any personal property is destroyed or so damaged or injured by fire or other casualty during the Term of this Restated Lease, the County may elect to commence restoration or replacement within one hundred twenty (120) days and thereafter diligently pursue the restoration or terminate the Restated Lease. In the event that the County elects to restore the improvements, County shall first place the Premises in a safe and sightly condition in compliance with all Building, Fire and other applicable codes and shall at the request of the Fair remove any improvements and personal which are materially damaged. In the event that the foregoing timeframes conflict with the eight week period of the annual South Florida Fair, County shall use its best efforts to complete its obligations under this Section prior to opening of the Fair.

**ARTICLE VII
UTILITIES**

County is connected to existing water, sewer and electrical service on the Fairgrounds and will not be installing separate meters to measure the County's usage. County will pay to Fair the sum of \$1,500 per annum, which the parties agree is a reasonable estimate of the cost of use of such services by County. In the event that the quantity of use or the cost of such services significantly increases, the parties shall estimate the increased cost, thereof and County shall pay Fair the amount of such increase.

**ARTICLE VIII
ASSIGNMENT AND SUBLETTING**

Section 8.01 Consent Required.

County may not assign, mortgage, pledge or encumber this Restated Lease in whole or in part, nor sublet all or any portion of the Premises, without the prior written consent of Fair in each instance. All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of Fair. Any easement, assignment or sublease not approved in writing by Fair shall be void and without legal effect.

**ARTICLE IX
DEFAULT OF COUNTY**

Section 9.01 Events of Default.

The occurrence of any one or more of the following shall constitute an Event of Default by County under this Restated Lease: (i) County shall fail to perform or observe any of the agreements, covenants or conditions contained in the Restated Lease on County's part to be performed or observed and such failure shall continue for more than thirty (30) days after notice from Fair; (ii) County shall vacate or abandon the Premises; or (iii) County's leasehold estate shall be taken by execution, attachment or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Fair shall have the right to give County notice that Fair intends to terminate this Restated Lease upon a specified date not less than three (3) days after the date notice is received by County, and this Restated Lease shall then expire on the date specified as of that date had been originally fixed as the expiration date of the Term of this Restated Lease. If, however, the default is cured within the three (3) day period and the Fair is so notified this Restated Lease will continue.

Section 9.02 Waiver, Accord and Satisfaction.

The waiver by Fair of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by Fair to or of any act by County requiring Fair's consent or approval shall not be deemed to waive or render unnecessary Fair's consent to or approval of any subsequent similar act by County.

**ARTICLE X
QUIET ENJOYMENT**

Section 10.01 Fair's Covenant.

Upon the observance and performance of all the covenants, terms and conditions on County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hinderance or interruption by Fair or any other person or persons lawfully or equitably claiming by, through or under the Fair, subject, nevertheless, to the terms and conditions of this Restated Lease.

**ARTICLE XI
MISCELLANEOUS**

Section 11.01 Entire Agreement.

This Restated Lease and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between Fair and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Restated Lease. Except as herein otherwise provided, no subsequent modification, amendment or waiver to this Restated Lease shall be binding upon Fair or County unless reduced to writing and signed by them.

Section 11.02 Notices.

Any consents, approvals and permissions by the Fair shall be effective and valid only if in, writing and any notice by either party to the other shall be in writing and mailed prepaid by certified mail return receipt requested, addressed:

(a) If to the County at:

Property and Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605

With a copy to:

Palm Beach County
Attn: County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

And

Criminal Justice Program Director
Palm Beach Community College
4200 Congress Avenue
West Palm Beach, FL 33461

(b) If to the Fair at:

South Florida Fair and
Palm Beach County Expositions, Inc.
9067 Southern Boulevard
West Palm Beach, FL 33411

Or at such address as the Fair or the County, respectively, may designate in writing. All notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which notice is being given, said receipt being deemed to have occurred upon such date as the postal authorities shall show the notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt.

Section 11.03 Brokers Commission.

The parties hereto represent and warrant to the other that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Restated Lease, and agree to indemnify, defend and save the other harmless from all liabilities arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

Section 11.04 Severability.

If any term of this Restated Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Restated

Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Restated Lease, shall be valid and enforceable to the fullest extent permitted by Law.

Section 11.05 Captions.

The captions in this Restated Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Restated Lease or any of its provisions.

Section 11.06 Recording.

County shall not record this Restated Lease or any memorandum or short form thereof, without the written consent and joinder of Fair.

Section 11.07 Governing Law.

This Restated Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

Section 11.08 Time of Essence.

Time is of essence with respect to the performance of every provision of this Restated Lease in which time of performance is a factor.

Section 11.09 Benefit and Binding Effect.

This Restated Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

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

ATTEST:

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

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Ass't County Attorney

By: Amy Wolf
Director, Facilities Development & Ops

SOUTH FLORIDA FAIR AND
PALM BEACH COUNTY EXPOSITIONS, INC., a
Florida Corporation

Carol Hammond
Witness Signature

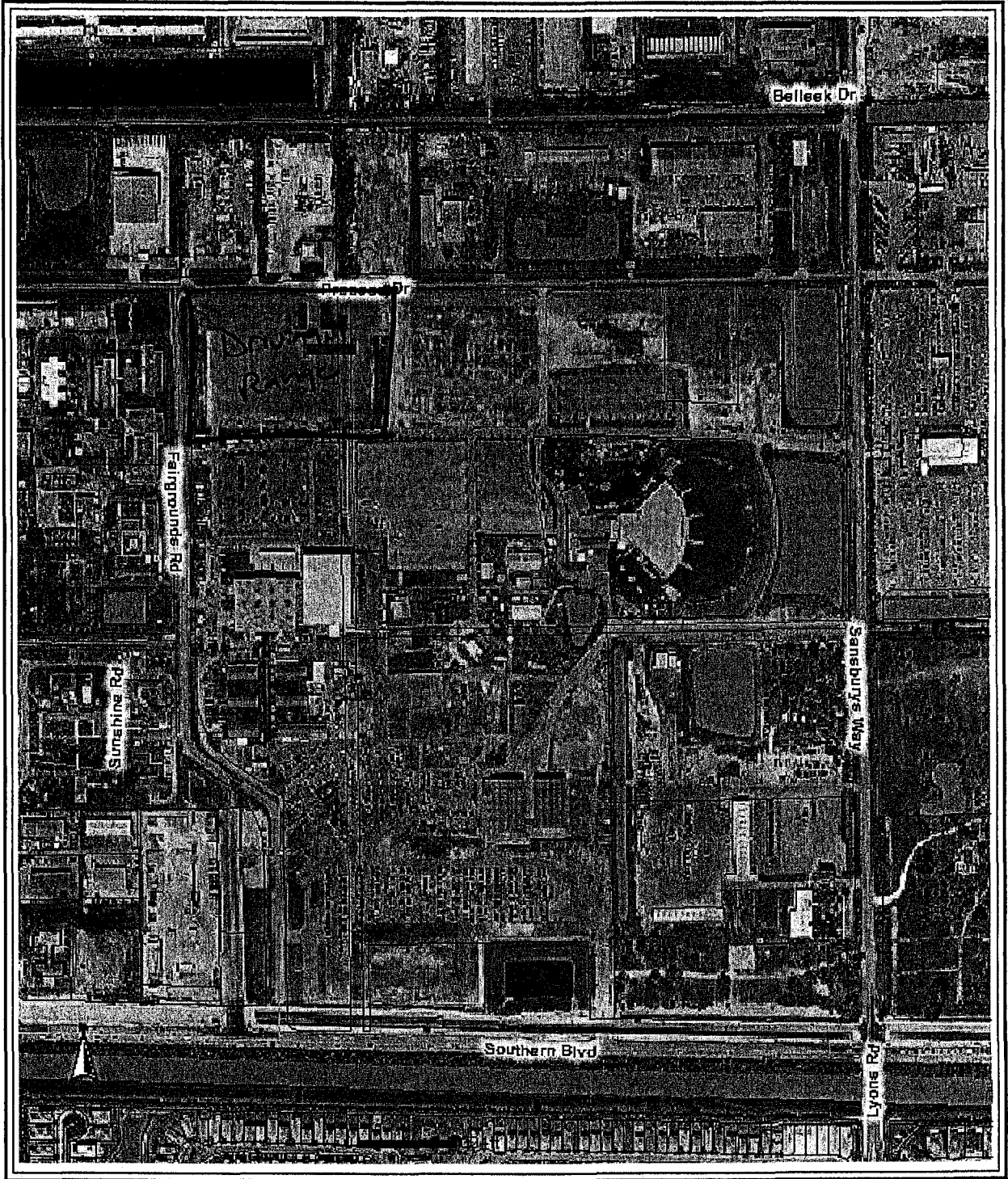
By: Richard J. Vymlatil
Richard J. Vymlatil, President

Carol Hammond
Printed Name

Victoria A Chouris
Witness Signature

(SEAL)

Victoria A Chouris
Printed Name



Map Scale 1:7336

Map produced on 7/29/2009

Exhibit "A"
Site Plan

RESTATED AGREEMENT

THIS RESTATED AGREEMENT, made and entered into this day _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and the PALM BEACH COMMUNITY COLLEGE ("College") replaces and restates Agreement R93-811D (dated July 6, 1993, "Original Agreement").

WITNESSETH

WHEREAS, the College has an interest and responsibility to provide adequate law enforcement training facilities to provide the training necessary to certify new officers, and provide in-service training for existing municipal law enforcement officers;

WHEREAS, the College currently does not have an adequate facility to provide drivers training to meet the needs of the College and has been sharing use of a training facility with County;

WHEREAS, County was required to relocate its driver training facility, and County's new driver training facility meets the requirements of the Palm Beach County Sheriff's Office, but the new driver training facility does not meet minimum CJSTC requirements;

WHEREAS, the College's proposed new facility is not yet constructed so it is necessary for the College to continue its use of the County's former driving training facility (the "Facility") located at the South Florida Fairgrounds ("Fair") which includes a driving range, driving pad, and restrooms, (collectively "Improvements"), and the classroom ("Personal Property");

WHEREAS, the County has restated its lease with the South Florida Fair ("Fair Lease") for the purpose of allowing continued use of the Facility;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

Section 1: Purpose

1.01 The purpose of this Restated Agreement is to identify the terms under which the County will amend the Fair lease for the sole purpose of use of the Facility by the College.

Section 2: Use of Facility

2.01 The College shall be entitled to use the Facility pursuant to Article III of the Fair Lease. The College's use of the Facility shall strictly comply with each and every term of the Fair Lease. The Fair Lease is hereby incorporated into this Restated Agreement as Exhibit 1 attached hereto.

2.02 The County will have sole and complete responsibility for scheduling the use of the Facility pursuant to the requirements of Section 3.01 of the Fair Lease. The College will provide the County with its requested dates for regular use of the Facility no later than February 1 annually. The College will provide the County with its requested dates for additional summer use periods no later than April 15th, annually.

2.03 All responsibilities and obligations required to be performed by the County in the Fair Lease shall hereafter be assigned to and assumed by the College including the indemnification identified in Section 5.02 of the Fair Lease and excluding: 1) the annual scheduling of the Facility which must be accomplished pursuant to Section 2.02 of this Restated Agreement, 2) the transfer of the ownership to the improvements pursuant to Section 3.05 of the Fair Lease which will be performed by the County, and 3) the payment of the utilities as set forth in Article VII of the Fair Lease, which County shall pay initially as provided for in Fair Lease, but which College shall reimburse County for upon receipt of an invoice from County.

Section 3: Miscellaneous

3.01 The College shall not assign this Restated Agreement or any interest herein without the prior written consent of the County, which may be granted or withheld at County's sole and absolute discretion. This provision shall be construed to include a prohibition against

any assignment, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

3.02 The parties' warranties, agreements, covenants and representations set forth in this Restated Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Restated Agreement. Each of the parties represents and warrants to the other that they have not dealt with any real estate broker, salesperson, agent or finder in connection with this transaction. The terms of this Section shall survive the termination or expiration of this Restated Agreement.

3.03 This Restated Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Restated Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida. The College and County hereby voluntarily waive any right which either or both of them have or may have to receive a trial by jury with respect to any controversies or disputes which may arise out of the Restated Agreement or which may in any way, directly or indirectly, be connected with the Property. This paragraph shall survive the termination or expiration of this Restated Agreement.

3.04 This Restated Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

3.05 This Restated Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all parties hereto.

3.06 Neither party shall be considered the author of this Restated Agreement. In the event that any section, paragraph, sentence, clause or provision hereof shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Restated Agreement and the same shall remain in full force and effect.

3.07 The term of this Restated Agreement is concurrent with the Fair Agreement unless terminated earlier pursuant to the terms of this Restated Agreement; whichever comes first.

3.08 The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits or, or be subjected to any form of discrimination under any activity carried out by the performance of this Restated Agreement.

Section 4: Indemnification

4.01 The County makes no representations about the design or physical condition of the Facility. The College has decided to enter into this Restated Agreement based on its continuing need for a facility to meet its requirements pursuant to the Criminal Justice Standards and Training Commission. The Facility was initially designed to train law enforcement personnel under the direct supervision of qualified trainers. Both parties acknowledge that the responsibility for a safe training facility rests with the College and not with the County.

4.02 Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the College shall indemnify, defend and hold harmless the County against any action, claims or damages arising out of the College's negligence in connection with this Restated Agreement. County shall indemnify, defend and hold harmless the College against any actions, claims or damages arising out of the County's negligence in connection with this Restated Agreement. The foregoing indemnifications shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

4.03 The terms and conditions of this Restated Agreement incorporate all of the rights, responsibilities and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the College waive all remedies with respect to each other, including, but not limited to, consequential and incidental damages, but this waiver shall not apply to third parties. Neither the County or the College shall be liable to each other or for any

third party claim, which may arise out of the services provided hereunder or of the Facility itself, its use, or its failure to perform as anticipated, upon whatever cause of action any claim is based.

Section 5: Default

5.01 In the event the College fails, neglects or refuses to perform any term, covenant, or condition of this Restated Agreement, the County shall have the right to 1) grant the College a reasonable period of time which to cure such default during which time the College shall utilize the College's reasonable efforts, excluding bringing suit, to remedy such default; or 2) seek specific performance of the terms of this Restated Agreement. In the event that the County elects option number one (1) set forth herein above and the College fails or is unable to cure such default within the applicable time period, the County shall have the right identified in option number (2) set forth above. In the event that the County elects number two (2) and the College is unable to obtain specific performance of this Restated Agreement for any reason, the County shall have right to terminate this Restated Agreement and pursue damages.

Section 6: Notices

6.01 All notices shall be addressed to the following:

As to the County:

Robert Weisman, County Administrator
301 North Olive Avenue, Suite 1101
West Palm Beach, FL 33401

Audrey Wolf, Director
Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

As to the College:

Larry Schroeder, Criminal Justice Institute Program Director
Palm Beach Community College
4200 Congress Avenue
Lake Worth, FL 33460

Section 7: Effective Date

This Restated Agreement shall be effective when signed by all parties and approved by Palm Beach County Board of County Commissioners at a regular meeting.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: Anthony Wray
Director, Facilities Development & Opns

PALM BEACH COMMUNITY COLLEGE

Beryl A. Mancuso
Witness

By: Richard A. Becker 9/3/09
Richard A. Becker, Vice President

Beryl A. Mancuso
Printed Name

Helaine R. Fazio
Witness

HELAIN R. FAZIO
Printed Name

EXHIBIT 1

FAIR LEASE

FIRST RESTATEMENT OF LEASE AGREEMENT

THIS FIRST RESTATEMENT OF LEASE AGREEMENT ("Restated Lease"), made and entered into this day _____ by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and SOUTH FLORIDA FAIR AND PALM BEACH COUNTY EXPOSITIONS, INC., a Florida corporation ("Fair"), replaces and restates the Lease Agreement originally made and entered into by the parties on July 6, 1993 (R93-810D) ("Original Lease").

WHEREAS, the Fair is the owner of approximately 112 acres of property bounded generally by Southern Boulevard, Fairgrounds Road and Sansburys Way as depicted on the site Plan attached hereto as Exhibit "A" (the "Fairgrounds");

WHEREAS, the County had a need to provide a law enforcement driver training facility for use by the Palm Beach County Sheriff's Office ("PBSO") and other law enforcement agencies including the Palm Beach Community College;

WHEREAS, the Fair has approximately eight acres within the Fairgrounds on which the County developed a law enforcement driver training facility which has been co-utilized by the Fair and County;

WHEREAS, the County has recently constructed a new law enforcement driver training facility at a County-owned property and has relocated PBSO's driver training curriculum to that property, but is unable to accommodate the driver training requirements of the Palm Beach Community College ("PBCC") on the new driver training range;

WHEREAS, the Fair is willing to continue to lease the driver training facility on the Fair's Property to County for sole use by the PBCC;

WHEREAS, the County and Fair desire to restate the Original Lease to: 1) limit the County's usage on behalf of PBCC; 2) establish new scheduling procedures; and 3) delete all provisions relating to the construction of the Facility which was completed in 2004; and

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and various other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
RESTATED LEASE PROVISIONS**

Section 1.01 Premises.

The property subject to this Restated Lease consists of approximately 8 acres of land situated at the Northwest corner of the Fairgrounds ("Driving Range") as depicted on the Site Plan attached hereto as Exhibit "A", together with the Classroom and Restroom facilities described herein (the "Premises").

County certifies that County has inspected the Premises and accepts same "As Is", in its existing condition as of the Commencement Date of this Restated Lease. No repair work or improvements are required to be done by Lessor as a condition of this Restated Lease.

Section 1.02 Length of Term and Commencement Date.

The term of this Restated Lease shall commence on the date of full execution hereof the ("Commencement Date") and shall extend until December 21, 2010, unless sooner terminated pursuant to the provisions of this Restated Lease (the "Term").

**ARTICLE II
RENT**

Section 2.01 Rent Free Occupancy.

In consideration of the improvements constructed by County pursuant to the terms of the Original Lease, County shall be entitled to use and occupy the Premises without payment of rent or any additional consideration except as expressly provided herein.

Section 2.02 Assessments.

County shall pay before delinquency all non ad valorem assessments which may be levied by any governmental authority against the Premises or County's improvements constructed on the Premises and shall pay any and all taxes, assessments and other impositions levied and charged upon the Fair or County by virtue of the rights and privileges arising under this Restated Lease or the County's use of the Premises.

**ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY**

Section 3. 01 Use of Premises.

County shall use the Premises solely and exclusively for a law enforcement driver training facility for sole use by PBCC. County shall not use, permit or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Fair. County shall have exclusive use of the Premises for three consecutive days a month from March – December each year of the Term. The three consecutive days shall commence on a Monday at 0600 hours and end by 2300 hours on Wednesday. In addition, the County shall have the right to schedule two additional three day periods during June – August at specific times agreed to between the County and Fair. The County requires the use of the Premises through 2300 each night and the Fair agrees to use its best efforts to not schedule events requiring the Premises during that time. In the event that the Fair needs use of the Premises during the County's exclusive use period, the Fair shall provide County with two (2) weeks written notice that a particular evening's use will need to be rescheduled. Fair will try to reschedule that evening's use for another evening in the same week, but if that is not possible due only to scheduled public events (as opposed to use for mobilization or demobilization activities, Fair will work with the County to reschedule the cancelled evening's use for another evening as soon as possible. During the County's exclusive use periods, County shall be allowed to use the areas adjacent to the Premises for staging and preparation purposes on a non-exclusive basis.

By February 15 of each year, the County will notify the Fair of the dates for County's use for the upcoming year. The County will provide not later than May 1 annually and the Fair will agree, by May 15 of each year, to the specific two additional three day use periods during June-August.

The Fair acknowledges that County will treat a portion of the paved surfaces of the Premises with a low friction surface for skid training. The Fair assumes responsibility for providing appropriate traffic control to ensure the safe and proper use of these areas during all periods of Fair's use thereof.

Section 3.02 Waste or Nuisance.

County shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect Fair's fee interest in the Premises. All refuse is to be removed from the Premises at County's sole cost and expense and County will keep such refuse in proper fireproof containers until removed.

Section 3.03 Hazardous Substances.

County shall not use, store or dispose of any of the following "Hazardous Substances" on the Premises: (i) friable asbestos; (ii) urea formaldehyde foam insulation; (iii) polychlorinated biphenyls; or (iv) any other chemical, material or substance, including petroleum products, the handling, storage, transportation, disposal of or exposure to which is prohibited, limited or regulated by an federal, state, county, regional, or local authority. In the event of accident or discovery of such disposal, County shall immediately report such occurrence to Fair, indicating what is being disposed of, and what actions County is undertaking to remove said disposal. County, to the extent permitted by law, agrees to defend, indemnify and hold harmless Fair against any and all claims that Fair may be liable for, suffer, incur or pay by reason of County's failure to comply with the terms and conditions of this Section.

Section 3.04 Governmental Regulations.

County shall, at County's sole cost and expense, comply with all ordinances, rules, regulations, orders and requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to County, its use of the Premises, or the Premises generally.

Section 3.05 Transfer of Improvements.

Upon the Commencement Date of this Restated Lease, the improvements to the Premises (including the restroom building) shall be transferred to Fair's ownership as contemplated by the Original Lease. The County shall have the right to allow the modular classroom building ("Classroom") to remain in place or remove same at its cost at any point during the term of this Restated Lease. At the end of the term, or sooner if County wishes to remove the Classroom, County shall ask the Fair whether it wishes to take possession of the modular classroom building ("Classroom"). Fair shall have sixty (60) days to decide whether it wants the Classroom. If Fair decides to take possession of the Classroom, County shall transfer title to Fair at no charge and in "As-Is" condition, and Fair shall be responsible for relocating the Classroom at its sole expense. If Fair declines the offer of the Classroom, or does not respond within sixty (60) days, County shall remove the Classroom at its cost.

Section 3.06 Surrender of Premises.

Upon expiration or earlier termination of this Restated Lease, County shall remove County's personal property from the Premises and shall surrender the Premises to the Fair in the same condition the Premises were in as of the Commencement Date of this Restated Lease, reasonable wear and tear expected. On surrender of the Premises, any remaining improvements shall become the property of Fair.

**ARTICLE IV
REPAIRS AND MAINTENANCE OF PREMISES**

Section 4.01 Responsibility of Fair and County for Driving Range.

Fair shall maintain, at its cost and expense, the Driving Range. County shall maintain and repair, at its cost and expense, the Skid Pad. Any damage to the Driving Range shall be repaired by the damaging party. During January & February when the County is not using the Driving Range, Fair shall maintain same, and shall repair any damage to the Skid Pad caused by Fair's use of the Premises. Any damage to the paved surfaces of the Premises shall be repaired by Fair prior to recommencement of County's exclusive use period. Fair shall maintain and repair the water, sewer, and electrical lines and equipment providing service to the trailer hookups within the Premises, except to the extent that the same are damaged as a result of County's use of the Premises.

Section 4.02 Responsibility for Improvements ("Restrooms" and "Classroom").

The restroom building, originally constructed by County and now owned by the Fair, shall be the Fair's to maintain and operate. County shall be responsible for maintenance of the Classroom, including custodial service.

**ARTICLE V
INSURANCE AND INDEMNITY**

Section 5.01 Liability Insurance.

County shall maintain at all times during the Term of this Restated Lease, self-insurance coverage for comprehensive general liability in the amount of \$100,000 per person and \$200,000 per incident or occurrence and shall provide Fair with a certificate evidencing such coverage. In the event the Legislature should change the County's exposure by statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

Section 5.02 Indemnification.

County shall, to the extent permitted by law, indemnify and save harmless the Fair from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Restated Lease for any personal injury, loss of life and/or damage to property sustained in or about the Premises by reason or as a result of the use and occupancy of the Premises by the County, its agents, employees, licensees, and invitees, and from and against any orders, judgements, and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. In the event Fair shall be made a party to any litigation commenced against the County or by the County against any third party, then County shall protect and hold Fair harmless and pay all costs and attorney's fees incurred by Fair in connection with such litigation, and any appeals

thereof. Nothing contained herein shall be construed as a waiver of sovereign immunity enjoyed by the parties hereto, as provided in Florida Statutes Section 768.28 as amended.

**ARTICLE VI
DESTRUCTION OF IMPROVEMENTS AND PERSONAL PROPERTY**

Section 6.01 Damage or Destruction to Improvements by Fire, War or Act of God.

In the event any improvements are destroyed or so damaged or injured by fire or other casualty during the Term of this Restated Lease, the Fair shall commence restoration or removal thereof within one hundred twenty (120) days and thereafter diligently pursue the restoration or removal to completion. Notwithstanding the foregoing, in the event of any such casualty, Fair shall have the right to be exercised in its sole discretion, to terminate this Restated Lease.

Section 6.02 Damage or Destruction to Personal Property by Fire, War or Act of God.

In the event any personal property is destroyed or so damaged or injured by fire or other casualty during the Term of this Restated Lease, the County may elect to commence restoration or replacement within one hundred twenty (120) days and thereafter diligently pursue the restoration or terminate the Restated Lease. In the event that the County elects to restore the improvements, County shall first place the Premises in a safe and sightly condition in compliance with all Building, Fire and other applicable codes and shall at the request of the Fair remove any improvements and personal which are materially damaged. In the event that the foregoing timeframes conflict with the eight week period of the annual South Florida Fair, County shall use its best efforts to complete its obligations under this Section prior to opening of the Fair.

**ARTICLE VII
UTILITIES**

County is connected to existing water, sewer and electrical service on the Fairgrounds and will not be installing separate meters to measure the County's usage. County will pay to Fair the sum of \$1,500 per annum, which the parties agree is a reasonable estimate of the cost of use of such services by County. In the event that the quantity of use or the cost of such services significantly increases, the parties shall estimate the increased cost, thereof and County shall pay Fair the amount of such increase.

**ARTICLE VIII
ASSIGNMENT AND SUBLETTING**

Secton 8.01 Consent Required.

County may not assign, mortgage, pledge or encumber this Restated Lease in whole or in part, nor sublet all or any portion of the Premises, without the prior written consent of Fair in each instance. All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of Fair. Any easement, assignment or sublease not approved in writing by Fair shall be void and without legal effect.

**ARTICLE IX
DEFAULT OF COUNTY**

Section 9.01 Events of Default.

The occurrence of any one or more of the following shall constitute an Event of Default by County under this Restated Lease: (i) County shall fail to perform or observe any of the agreements, covenants or conditions contained in the Restated Lease on County's part to be performed or observed and such failure shall continue for more than thirty (30) days after notice from Fair; (ii) County shall vacate or abandon the Premises; or (iii) County's leasehold estate shall be taken by execution, attachment or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Fair shall have the right to give County notice that Fair intends to terminate this Restated Lease upon a specified date not less than three (3) days after the date notice is received by County, and this Restated Lease shall then expire on the date specified as of that date had been originally fixed as the expiration date of the Term of this Restated Lease. If, however, the default is cured within the three (3) day period and the Fair is so notified this Restated Lease will continue.

Section 9.02 Waiver, Accord and Satisfaction.

The waiver by Fair of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by Fair to or of any act by County requiring Fair's consent or approval shall not be deemed to waive or render unnecessary Fair's consent to or approval of any subsequent similar act by County.

**ARTICLE X
QUIET ENJOYMENT**

Section 10.01 Fair's Covenant.

Upon the observance and performance of all the covenants, terms and conditions on County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hinderance or interruption by Fair or any other person or persons lawfully or equitably claiming by, through or under the Fair, subject, nevertheless, to the terms and conditions of this Restated Lease.

**ARTICLE XI
MISCELLANEOUS**

Section 11.01 Entire Agreement.

This Restated Lease and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between Fair and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Restated Lease. Except as herein otherwise provided, no subsequent modification, amendment or waiver to this Restated Lease shall be binding upon Fair or County unless reduced to writing and signed by them.

Section 11.02 Notices.

Any consents, approvals and permissions by the Fair shall be effective and valid only if in, writing and any notice by either party to the other shall be in writing and mailed prepaid by certified mail return receipt requested, addressed:

(a) If to the County at:

Property and Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605

With a copy to:

Palm Beach County
Attn: County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

And

Criminal Justice Program Director
Palm Beach Community College
4200 Congress Avenue
West Palm Beach, FL 33461

(b) If to the Fair at:

South Florida Fair and
Palm Beach County Expositions, Inc.
9067 Southern Boulevard
West Palm Beach, FL 33411

Or at such address as the Fair or the County, respectively, may designate in writing. All notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which notice is being given, said receipt being deemed to have occurred upon such date as the postal authorities shall show the notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt.

Section 11.03 Brokers Commission.

The parties hereto represent and warrant to the other that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Restated Lease, and agree to indemnify, defend and save the other harmless from all liabilities arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

Section 11.04 Severability.

If any term of this Restated Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Restated

Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Restated Lease, shall be valid and enforceable to the fullest extent permitted by Law.

Section 11.05 Captions.

The captions in this Restated Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Restated Lease or any of its provisions.

Section 11.06 Recording.

County shall not record this Restated Lease or any memorandum or short form thereof, without the written consent and joinder of Fair.

Section 11.07 Governing Law.

This Restated Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

Section 11.08 Time of Essence.

Time is of essence with respect to the performance of every provision of this Restated Lease in which time of performance is a factor.

Section 11.09 Benefit and Binding Effect.

This Restated Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

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

ATTEST:

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

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Ass't County Attorney

By: _____
Director, Facilities Development & Ops

SOUTH FLORIDA FAIR AND
PALM BEACH COUNTY EXPOSITIONS, INC., a
Florida Corporation

Carol Hammond
Witness Signature

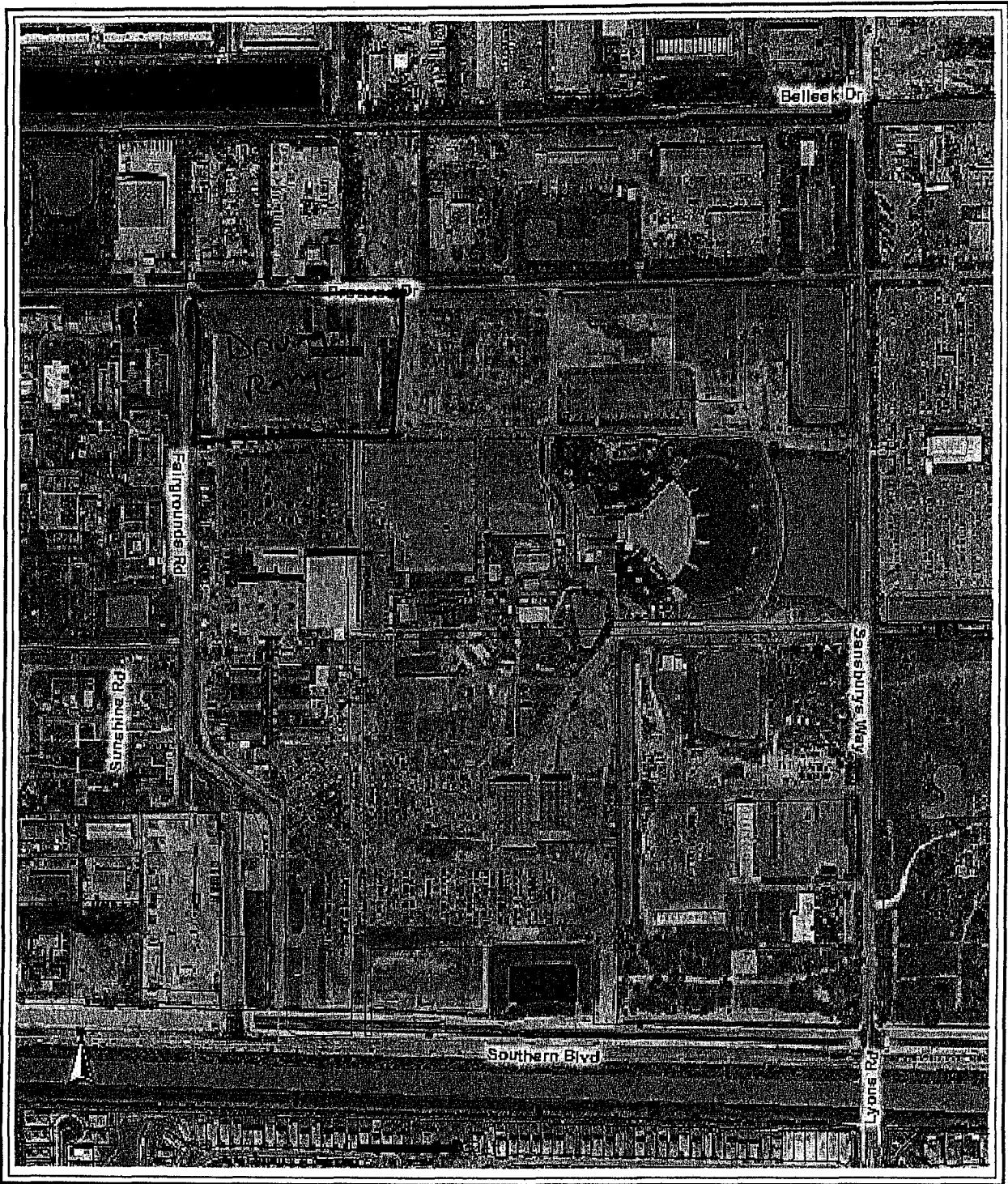
By: Richard J. Vymlatil
Richard J. Vymlatil, President

Carol Hammond
Printed Name

Victoria A Chouris
Witness Signature

(SEAL)

Victoria A Chouris
Printed Name



Map Scale 1:7336

Map produced on 7/29/2009

Exhibit "A"
Site Plan