

3H-4

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<i>* see below</i>					
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
Budget Account No.: Fund _____ Department _____ Unit _____
Object _____ Program N/A

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

* There is no fiscal impact associated with this agenda item.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

_____ 6/8/12
OFMB

_____ 6/11/12
Contract Development and Control
6-8-12 B. Wheeler

B. Legal Sufficiency:

_____ 6/12/12
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/2003
ADM FORM 01

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

FIRST AMENDMENT TO USE AGREEMENT

THIS FIRST AMENDMENT TO USE AGREEMENT (the "First Amendment"), made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and RIC L. BRADSHAW, SHERIFF, in his official capacity as SHERIFF of PALM BEACH COUNTY, a State constitutional officer ("Sheriff").

WHEREAS, County and Sheriff entered into that certain Use Agreement dated September 15, 2009 (R2009-1502) (the "Use Agreement") that provides for the Sheriff's use of the Parks as defined in the Use Agreement for operation of the Sheriff's Marine Unit; and

WHEREAS, County has installed improvements at DuBois Park, including but not limited to a boat slip, together with a boat lift and a storage unit, that the County desires to allow the Sheriff to use and occupy in accordance with the terms and obligations set forth herein.

NOW, THEREFORE, in consideration of the rents, mutual covenants, and agreements hereinafter set forth, and various other good and valuable consideration, 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 Use Agreement.
2. Exhibit "C" attached to the Use Agreement shall be deleted in its entirety and replaced with Exhibit "C" attached hereto and made a part hereof.
3. Section 3 of the Use Agreement is modified so that each party shall have the right to terminate the Use Agreement as to the Parks or each individual park for any reason upon thirty (30) days prior written notice to the other party.
4. Section 19 of the Use Agreement is hereby deleted in its entirety and replaced as follows:
 19. Sheriff shall have the exclusive use of Slip #2, which is improved with a boat lift, and the non-exclusive use of the finger pier that provides access to and from the mainland, all as depicted on Exhibit "C". Furthermore, the Sheriff shall have the exclusive use of: (i) Storage Unit # 1 as depicted on Exhibit "C"; and (ii) one (1) designated parking space, as depicted on Exhibit "C" within DuBois Park. (Collectively, all of the areas described in this Section shall hereinafter be referred to as the "DuBois Premises"). Sheriff agrees that the DuBois Premises shall be used solely by the Sheriff's Marine Unit.

5. The Use Agreement is hereby amended to add the following provisions:

20. Slip #2 and the finger pier are located on submerged lands leased by the County from the State of Florida (the "State"), pursuant to Sovereignty Submerged Lands Lease No. 500341216 as recorded in the public records of Palm Beach County in Official Book 24156 Page 0975 and by reference made a part hereof (the "Submerged Lands Lease"). The Sheriff's use of the finger pier, together with Slip #2 shall be subject to the terms of the Submerged Lands Lease, as the same may be modified.

The current term of the Submerged Lands Lease expires on May 8, 2012. County will request that the State renew the Submerged Lands Lease for a term of five (5) years, but County cannot guarantee that the Submerged Lands Lease will be renewed. The parties acknowledge and agree that the Use Agreement as it relates to the DuBois Premises is contingent upon the continued existence of the Submerged Lands Lease; in the event that the Submerged Lands Lease is terminated or is not renewed, the Use Agreement as it relates to the DuBois Premises shall terminate and the parties shall be released from all obligations relating to the DuBois Premises. County will provide Sheriff with written notice if the Submerged Lands Lease is not renewed.

21. Sheriff shall have the right to use the DuBois Premises at no charge; provided however, Sheriff shall be responsible for any dredging that may be required for use of Slip #2 at its sole cost and expense. Sheriff acknowledges that any dredging is subject to the prior written consent of the State, pursuant to the terms of the Submerged Lands Lease. In the event dredging is necessary the Sheriff shall notify the County and the County will use its best efforts to obtain the State's consent regarding the same. Sheriff shall reimburse the County for its proportionate share of all costs and expenses incurred by the County that are associated with the dredging, including those incurred in obtaining any required consents and/or permits.
22. County shall provide electric and water service to Slip #2 and shall be responsible for all costs associated therewith.
23. County shall maintain, repair and keep the DuBois Premises in good condition and repair at County's sole cost and expense. County shall also be responsible for all operating costs for the DuBois Premises. Notwithstanding anything herein to the contrary, Sheriff shall be responsible for the maintenance and repair of the boat lift at Sheriff's sole cost and expense.
24. Sheriff shall not modify or alter the DuBois Premises without the prior written approval of the County through its Director of Facilities Development & Operations and the Director of Parks & Recreation.

25. Sheriff shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals, fuel or other agents on the DuBois Premises.
26. Sheriff shall not store nor permit to be stored in Storage Unit #1 any firearms, firearm ammunition or explosives of any kind.
27. In the event of an emergency County shall have the right, without prior notice to the Sheriff, to access Storage Unit # 1 .
28. Dubois Park is open to the public between sunrise and sunset. Sheriff shall be responsible for unlocking and relocking the park gate when accessing the DuBois Premises during the hours that the DuBois Park is not open to the public. The County shall install a chain link fence as depicted on Exhibit "C" with a gated entrance, at its sole cost and expense, in order to secure the site. County shall provide Sheriff with keys to both the DuBois Park gate and the gates depicted on Exhibit "C" for access.
29. Sheriff acknowledges that the intent of the parties is for the Sheriff to dock a Sheriff's Marine Unit vessel at Slip #2 on a regular basis for law enforcement/security purposes.
30. Sheriff shall have the right for ingress and egress over and across DuBois Park as is reasonably necessary for the use of the DuBois Premises.
6. This First Amendment shall take effect 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 Use Agreement remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Use Agreement, as amended by this First Amendment, in accordance with the terms thereof.

(the remainder of the page is intentionally left blank)

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Director, Parks & Recreation Department

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Director, Facilities Development
& Operations

ATTEST:

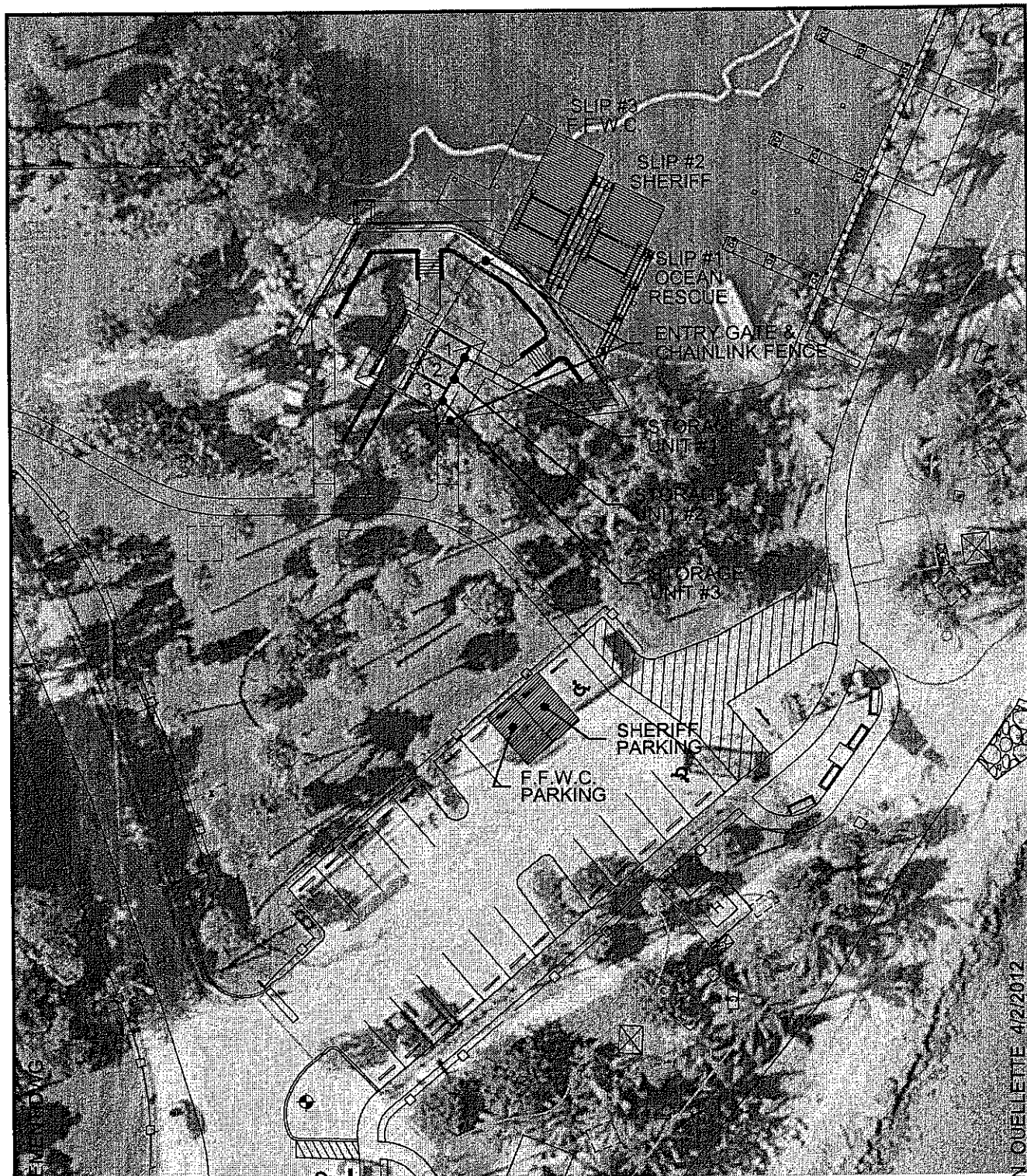
RIC L. BRADSHAW, IN HIS OFFICIAL
CAPACITY AS SHERIFF OF PALM
BEACH COUNTY, FLORIDA, a State
Constitutional Officer

By: _____
Sharon R. McGowan

By: _____
Ric L. Bradshaw, Sheriff

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
PBSO'S Legal Advisor



DUBOIS USE AGREEMENT DWG

T. GRANOWITZ / NOBELLE 4/2/2012

STORAGE UNIT #1 - SHERIFF
STORAGE UNIT #2 - OCEAN RESCUE
STORAGE UNIT #3 - F.F.W.C.

EXHIBIT 'C'



PALM BEACH COUNTY
PARKS & RECREATION
DEPARTMENT

DUBOIS PARK
USE AGREEMENT
DUBOIS PREMISES

