

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* _____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

* There is no fiscal impact associated with the item.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Laura Thomas 11/24/13 Ann J. Jacobson 12/11/13
 OFMB *AK* *Julie* *AK 11/24/13* Contract Development and Control
12-4-13 B. J. Jacobson

B. Legal Sufficiency:

[Signature] 12/5/13
 Assistant County Attorney

C. Other Department Review:

[Signature]
 Department Director

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

**INTERLOCAL
USE AGREEMENT**

THIS INTERLOCAL USE AGREEMENT is made and entered into as of this _____, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County") and Ric L. Bradshaw, Sheriff, in his official capacity as the Sheriff of Palm Beach County, a state constitutional officer ("Sheriff").

WITNESSETH

WHEREAS, the County owns improved property located at John Prince Park, 2799 6th Avenue South, Lake Worth, Florida, 33461 ("Property"); and

WHEREAS, the Sheriff has been occupying a building on the Property identified on Exhibit "A" ("Premises") for the purpose of operating a Bicycle Operations Unit ("Bike Unit") pursuant to a Use Agreement (R2005-1481); and

WHEREAS, the Use Agreement has now expired and the Sheriff wishes to continue to occupy the Premises for operation of the Bike Unit; and

WHEREAS, the County and Sheriff have agreed on the terms and conditions for the Sheriff's continued use of the Premises.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), 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.
2. The Sheriff agrees to use the Premises only for storage and ancillary uses until sanitary facilities are installed. Prior to the installation of the sanitary facilities, the Premises shall not be used as any employee's primary work space. After the installation of sanitary facilities, the Sheriff may use the Premises as office space. The Sheriff agrees not to enter into any other agreement with respect to use of the Premises without the prior written consent of the County.
3. The Sheriff agrees to fund those improvements required at the Premises in order to provide a safe working environment for the employees of the Sheriff's office. The County agrees to perform the improvements required at the Premises in order to provide a safe working environment for the employees of the Sheriff's office.

4. The Sheriff will not modify or alter the Premises, be it on the interior, exterior or grounds, without prior written approval of the County. The installation of cable, for telephone or data system, or equipment shall be considered a modification requiring the written approval of the County. No trustees shall perform any work to the interior or exterior of the Premises nor shall trustees work within the Bike Unit operation on the Premises.
5. During the term of this Agreement, the Premises shall be considered a Criminal Justice Information (CJI) Facility. The County agrees that only County employees and vendors cleared for unescorted access pursuant to the CJI Security Policy may enter the Premises unescorted. The Sheriff may re-key the Premises with prior written approval of the County. Should the Sheriff choose to re-key the Premises, the Sheriff shall provide a key to the County's Facilities Development & Operations Department which will be secured in a manner where only persons cleared for CJI access can access same.
6. The Sheriff shall fund the purchase and installation of all communications equipment, (telephone and data) furniture, non-fixed fixtures and other equipment necessary to operate the Bike Unit on the Premises.
7. The County shall be responsible for performing all maintenance, both interior and exterior, at the Premises and funding the utility costs of the Premises. The Sheriff shall fund and perform all custodial duties on the Premises.
8. The Sheriff shall not use, maintain, store or dispose of any hazardous materials or toxic substances, chemical solvents and lubricants or other agents in any manner not permitted by Environmental Laws. Sheriff shall not cause or permit the disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, chemical solvent or lubricant, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by environmental laws. In order to confirm compliance, the County has the right, but not the obligation, to randomly and without prior notice, inspect (by County employee with CJI unescorted clearance) the Premises for compliance with this provision. The results of any inspection will be reduced to writing and provided to PBSO within 5 business days of the inspection and PBSO shall be solely responsible for any remedial action required to bring the Premises into compliance with Environmental Laws.

9. The term of the Interlocal Use Agreement ("Interlocal Agreement") is for three (3) years from the effective date. There is one (1) renewal option for a period of three (3) years.
10. The County may terminate this Interlocal Agreement at any time upon ninety (90) days advance written notice to the Sheriff. The Sheriff may terminate this Interlocal Agreement upon thirty (30) days advance written notice to the County.
11. This Interlocal Agreement shall be effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.
12. Sheriff assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or gender identity or expression, with respect to their use of the Premises.
13. No provision of this Interlocal Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Interlocal Agreement, including but not limited to any citizen or employees of the County and/or Sheriff.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, County and Sheriff have executed this Interlocal Use Agreement, on the day and year first above written.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

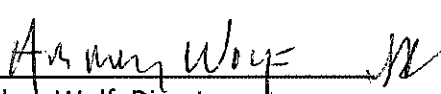
By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**RIC L. BRADSHAW IN HIS CAPACITY AS
SHERIFF OF PALM BEACH COUNTY,
FLORIDA**


Legal Advisor
Palm Beach County Sheriff's Office


By: 
Ric L. Bradshaw, Sheriff

Exhibit A

