

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	<u> * </u>	_____	_____	_____	_____
# 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:

* Fiscal impact is indeterminate. It is estimated that the financial impact will not exceed \$30,000 but the exact amount will not be known until such time that a Consultant Service Agreement is negotiated and application fees are determined by the Palm Beach County Zoning Division. The money for this effort is already budgeted in the capital improvement program.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 OFMB 5/20/14
 8/11

 Contract Development and Control
 7-2-14 By [Signature]
 7/2/14

B. Legal Sufficiency:

 7/10/14
 Assistant County Attorney

At the time of our review the agreement was not executed.

C. Other Department Review:

 Department Director

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

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and the Florida Fish and Wildlife Conservation Commission, (“Commission”).

WITNESSETH

WHEREAS, the recreation needs of the shooting public have been increasing over time and safe gun handling is in the best interest of the community; and

WHEREAS, the County and the Commission desire that a Public Shooting Park (Park) be established in Palm Beach County for the benefit of the public; and

WHEREAS, the County sold the approximately 1,920 acre Mecca property to the South Florida Water Management District (SFWMD) subject to SFWMD providing approximately 150 acres to the Commission for the development and operation of a Park; and

WHEREAS, the Commission will be taking title to 150.14+/- acres of the Mecca property and thereafter initiating the development of the Park on said property; and

WHEREAS, the County is willing to assist the Commission to obtain certain local government approvals necessary to construct the Park; and

WHEREAS, the Commission and the County have agreed that the County will be entitled to use the Park in accordance to the terms and conditions contained herein; and

WHEREAS, the Commission and the County have agreed on the duties and responsibilities associated with the ongoing use and operation of the Park; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately;

NOW THEREFORE, in conjunction with the mutual covenants, promises and representation contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE AND DEFINITIONS

1.01 The purpose of this Agreement is to: 1) set forth the responsibilities and obligations of the County and the Commission during the pre-construction and

construction phases of the Park; 2) establish the terms and conditions applicable to the County's use of the Park for County events; and 3) identify the duties and responsibilities of the Commission for operation and maintenance of the Park.

1.02 Definitions

- 1.021 Commission: The Florida Fish and Wildlife Conservation Commission, including all offices and divisions thereof.
- 1.022 Commission Designee: An individual identified by the Executive Director of the Commission for the purposes of coordinating with the County Designee during efforts to obtain Zoning Approvals for the Park and for communicating the status of Park development thereafter.
- 1.023 County: The Board of County Commissioners of Palm Beach County, Florida, including all departments and divisions of County government thereof.
- 1.024 County Designee: An employee of the Palm Beach County Facilities Development & Operations Department that shall act as the Commission's agent for the purpose of obtaining Zoning Approvals for the Park.
- 1.025 Park: The 150.14+/- acres upon which shooting ranges and ancillary facilities related thereto will be developed for use by, and the enjoyment of, the general public.
- 1.026 Sports Commission: The Palm Beach County Sports Commission which is a private, not-for-profit organization contracted by Palm Beach County to promote and market the County as a sports and sports tourism destination.
- 1.026 Zoning Approvals: Approval of applications for: 1) an Official Zoning Map Amendment (rezoning) from the Agricultural Residential (AR) Zoning District to the Public Ownership (PO) Zoning District; 2) Class A Conditional Use for an Outdoor Shooting Range; 3) Deviations from the provisions of ULDC Article 5, 6, 7 and/or 11; and 4) Final Site Plan for an Outdoor Shooting Range.

SECTION 2: COUNTY RESPONSIBILITIES

- 2.01 At the request of the Commission, the County shall apply for, and use its best efforts to obtain, all required Zoning Approvals necessary to authorize the design and construction of the Park.
- 2.02 In the event of County performance pursuant to Section 2.01, the County shall designate a single person ("County Designee") to act as the Commission's agent

for all Zoning Approvals. The County Designee shall review and coordinate all application materials with the Commission and obtain the Commission's approval of same prior to each submission and/or resubmission.

- 2.03 In the event of County performance pursuant to Section 2.01, the County shall be responsible for all costs to obtain the required Zoning Approvals for the Park. This shall include, but not necessarily be limited to, application fees, public notice expenses, and staff costs incurred by the County to act as the Commission's agent.
- 2.04 In the event of County performance pursuant to Section 2.01, the County shall contract with a consultant that holds a continuing contract with the County for professional planning services to assist County in preparing and obtaining all required Zoning Approvals necessary to authorize the design and construction of the Park. All consultant fees and expenses shall be borne solely by the County.
- 2.05 At the request of the Commission and at the Commission's cost, the County may act as the Commission's agent and utilize its best efforts to obtain approval of a plat of the Park.

SECTION 3: COMMISSION RESPONSIBILITIES

- 3.01 The Commission shall designate a single person ("Commission Designee") to act as the point of contact for the County for all matters related to the Park and Zoning Approvals related thereto. The Commission Designee shall work collaboratively with the County Designee to timely review and approve application materials, which approvals shall not be unreasonably withheld. The Commission Designee shall not directly communicate with the County's professional planning services consultant unless so directed by the County Designee.
- 3.02 The Commission Designee shall timely provide the County with materials required to prepare a complete and sufficient application for all Zoning Approvals for the Park. Required materials will include, but shall not necessarily be limited to: a signed, sealed and abstracted Boundary Survey prepared by a Florida Professional Surveyor and Mapper and dated not more than one year old as of the application filing date for Zoning Approvals; a Site Plan; range design details (i.e. backstops, sideberms, sidewalls, baffles, etc.); and an executed Consent Form for the County Designee to act as agent for the Commission.
- 3.03 The Commission shall develop and maintain a website for purposes of communicating the features and amenities that are planned for the Park as well as the construction schedule for the Park. This website shall remain accessible to the general public and communicate current information beginning not less than ten

(10) days from the effective date of this Agreement until the commencement of Park operations.

- 3.04 The Commission shall perform all duties and costs associated with the design and physical development of the Park.
- 3.05 The Commission shall perform all duties and costs associated with the operation of the Park. This shall necessarily require that the Park be operated by staff hired by the Commission and/or Wildlife Foundation of Florida, Inc. and as a State facility.
- 3.06 The Commission shall perform all duties and costs associated with the maintenance of the Park. Maintenance shall be performed in such a manner as to sustain all improvements in a good working condition, including timely repairs in the event of any breakages or damage. The Commission's obligation to maintain the Park under this Agreement is contingent upon an annual appropriation by the Legislature.

SECTION 4: USER FEE

The Commission shall be permitted, but shall not be required, to charge for the customary use of the Park. The Commission shall use good faith efforts to schedule and reserve the Park for local group and club activities providing that the group and club activities are consistent with the intended use of the Park, and do not in any way prohibit or inhibit public use. Any charge/fee whether for individual or for group and club activities shall be limited to an amount that is designed only to offset the operating cost associated with such individuals or each group of users, as applicable.

SECTION 5: COUNTY USE

The Commission agrees that the County, through the Sports Commission, shall have the right to market the Park for non-profit and/or for profit events ("County Events") and County agrees to coordinate with the Commission as to suitability of the Park for County Events, schedule availability, and general terms of any use agreement prior to County applying for or marketing the Park for a specific event. The County's rights of use for County Events shall not be limited by duration, frequency or extent to which the County event renders the Park closed for public use. However, County shall not have the right to bump any Commission Event from the schedule. County Events shall be scheduled through the Commission and subject to the terms and conditions of a use agreement, subject to mutual agreements of the Commission and the County, but it is understood that the County shall, unless otherwise agreed, be responsible for paying the costs of

staffing and managing and paying all other expenses associated with operating the Facility (including set-up, clean-up and utilities), during the County Events, and that the Commission shall have no financial risk or responsibility with respect to County Events, unless otherwise expressly agreed in any use agreement between the County and the Commission. The County shall cause such entity using the Park pursuant to this provision, to procure commercial liability insurance coverage acceptable to the Commission. If the County wishes to charge admission or some other fee for a County Event, the Commission will collect such admission or fee and apply it to amounts due to the Commission for operating the Park for the County Event, unless otherwise specified in the use agreement.

SECTION 6: COUNTY RECOGNITION

The Commission shall recognize the Palm Beach County Board of County Commissioners as a partner in accomplishing the Park within all advertising and/or promotional materials and communications that are related to the Park.

SECTION 7: COMMISSION RECOGNITION

The County and/or the Sports Commission shall acknowledge the Commission and the U.S. Fish & Wildlife Service Wildlife Restoration Program, the latter to the extent practical, within all advertising and/or promotional materials and communications that are related to County Events as set forth in Section 5 herein.

SECTION 8: LIABILITY

The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

The Commission agrees that the County is performing the services required under this Agreement in part, as an accommodation to the Commission and therefore, the Commission agrees to waive any and all claims which the Commission may, in the future, have or acquire against the County for damages sustained by the Commission as a result of any act, error, or omission of the County, or any of its officers, employees, agents or independent contractors, in the performance of the requirements of this contract.

SECTION 9: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment executed by both the Board of County Commissioners and the Commission.

SECTION 10: REIMBURSEMENT

The County will immediately cease work on the Commission's behalf upon receipt of a written request from the Commission. In the event that such written request is received by the County after the commencement of the County Requirements pursuant to Section 2 of this Agreement, the Commission shall reimburse the County for all expenses incurred pursuant to Sections 2.03 and 2.04 of this Agreement except for County staff costs.

SECTION 11: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

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

With a copy to:

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

As to the Commission:

Director, Division of Hunting and Game Management
Florida Fish and Wildlife Conservation Commission
620 S. Meridian Street
Tallahassee, FL 32399

With a copy to:

Section Leader, Hunter Safety and Public Shooting Ranges
Florida Fish and Wildlife Conservation Commission

620 S. Meridian Street
Tallahassee, FL 32399

SECTION 12: APPLICABLE LAW/VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida. In the event of any action, suit, or proceeding is commenced with respect to the interpretation or enforcement of this Agreement, each party in such action, suit, or proceeding shall be responsible for its own costs, expenses and fees including without limitation, attorney's fees, incurred by such party in connection therewith.

SECTION 13: FILING

A copy of this Agreement shall be filed with the Clerk & Comptroller, Palm Beach County.

SECTION 14: ENTIRE AGREEMENT

This Agreement and any Attachments attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and the Commission concerning the Park. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or Commission unless reduced to writing and signed by them.

SECTION 15: NO DELEGATION OF AUTHORITY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's or the Commission's officers.

SECTION 16: NO THIRD PARTY BENEFICIARY

No provision of this 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 Agreement, including, but not limited to, any citizen or employees of the County and/or Commission.

SECTION 17: NONDISCRIMINATION

Commission 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, gender identity or expression, or genetic information.

**SECTION 18: PALM BEACH COUNTY OFFICE OF THE INSPECTOR
GENERAL AUDIT REQUIREMENTS**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 19: ACKNOWLEDGEMENT OF GOVERNMENTAL LIMITATIONS

The parties acknowledge and agree that this Agreement shall not limit or restrict the County's discretion in the exercise of its governmental or police powers. Commission acknowledges and agrees that the County's agreement to pursue Zoning Approvals for the Park pursuant to this Agreement in no way restricts the legislative, quasi-judicial or executive discretion of the Board of Commissioners or staff of the Board of Commissioners and does not guarantee any particular results for Commission. The parties further acknowledge that all governmental actions to be taken by the County, the Board of Commissioners, County staff and quasi-judicial boards regarding the Zoning Approvals shall be in conformance with applicable laws and ordinances with no guarantees or agreement by the County as to any particular recommendation or approval.

SECTION 20: TERM OF AGREEMENT

It is understood and agreed that the relationship established by this Agreement is meant to be for the benefit of both parties. This Agreement takes effect upon execution by both parties and shall remain in effect for either; 1) a term of thirty (30) years commencing the first day the trap/skeet fields and sporting clay ranges are open to the public or 2) forty (40) years, whichever is sooner. The Commission shall notify the County of the first day the trap/skeet and sporting clay range is open to the public and the notification shall be considered an amendment to this Agreement setting the termination date. The Agreement may

be otherwise extended or modified by an appropriate amendment executed by both parties.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties have caused this Agreement 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: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

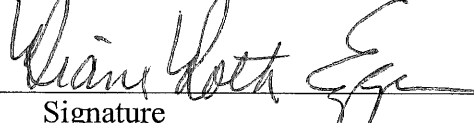
By:  _____
Assistant County Attorney

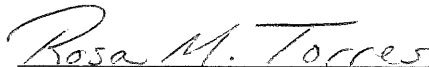
By:  _____
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

By:  _____
Signature

By:  _____
Signature

 _____

Diane Roth Eggeman, Director
Division of Hunting & Game Management

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:  _____
Commission Attorney