



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	<u>\$11,940</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>_____</u>	<u>\$11,940</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget:</b>	Yes	<u>X</u>	No		
Budget Account No:	Fund <u>1300</u>	Dept <u>440</u>	Unit <u>4230</u>	Object <u>4401</u>	
	Program <u>N/A</u>				

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

The fiscal impact is the expenditure of the dockage fees, which are funded by the Fire-Rescue MSTU.

C. Departmental Fiscal Review: *[Signature]*

**III. REVIEW COMMENTS**

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

*Susan Neary* 3/12/14  
 OFMB *[initials]*

*[Signature]* 8/11/14  
 Contract Development and Control  
 8-14-14 *[Signature]*

**B. Legal Sufficiency:**

*[Signature]* 3/18/14  
 Assistant County Attorney

C. Other Department Review: *Agreement not signed at time of CAO review.*

\_\_\_\_\_  
 Department Director

TWP 42

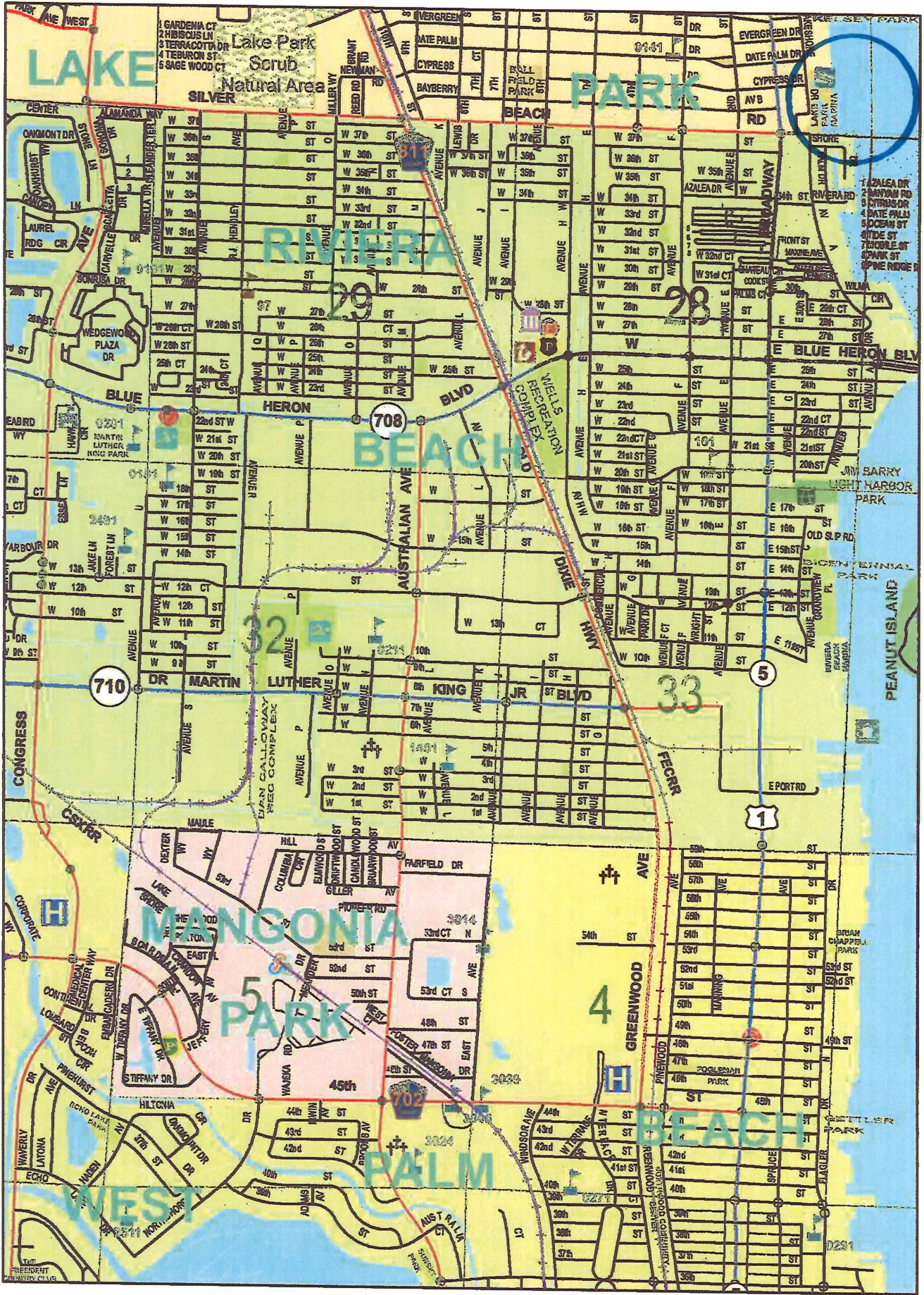
TWP 42

TWP 43

13

14

15



RNG 43

RNG 43

LOCATION MAP



## LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

THIS DOCKAGE AGREEMENT made and entered into \_\_\_\_\_  
by and between the Town of Lake Park, Florida, the owner and operator of the Lake Park Harbor Marina, located at 105 Lake Shore Drive, Lake Park, FL (hereinafter referred to as "Town"), and Palm Beach County, a political subdivision of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, FL, who is the owner of the Vessels as more specifically described herein (hereinafter referred to as "Tenant") whose address is 301 North Olive Avenue, West Palm Beach, Florida.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Landlord hereby leases to the Tenant, and the Tenant rents from the Landlord, the Premises described herein and agrees to the terms and conditions contained herein. As follows:

### 1) TENANT

Owner Name(s): Palm Beach County,  
a political subdivision of the State of Florida/Fire Rescue Department

Billing Address 1: Property & Real Estate Management Division, Attn: Director  
2633 Vista Parkway, West Palm Beach, FL 33411 561-233-0217

Billing Address 2: Palm Beach County Attorney's Office, Attn: Real Estate  
301 N. Olive Avenue, Suite 601, West Palm Beach, FL 33401 561-355-2225

Emergency (Name): Deputy Chief Mark Anderson- Palm Beach County Fire Rescue

Email: manderso@pbcgov.org Phone: 561-616-7008

### 2) LANDLORD

Landlord Name(s): Town of Lake Park

Address 1: 105 Lake Shore Drive

Address 2: \_\_\_\_\_

City: Lake Park State: FL Zip: 33403 Phone: 561-881-3353

Contact Name: James Hart, Marina Director

Email: jhart@lakeparkflorida.gov Phone: 561-881-3353

### 3) TENANT'S VESSELS:

Vessel 1: FL 3743 MG Make: Contender Year: 2003

Registration / Documentation No.: \_\_\_\_\_ Length: 32' Beam: 8' Draft: 3'

Vessel 2: FL 1625 JA Make: Wahoo Year: 1993  
 Registration /  
 Documentation No.: \_\_\_\_\_ Length: 23' Beam: 58" Draft: 3'

**4) DOCKAGE TERM:**

Lease Commencement Date: October 1, 2014, contingent upon approval of this Lease by the Palm Beach County Board of County Commissioners  
 Lease Termination Date: September 30, 2015, or earlier termination as set forth herein.

**RENEWAL:** Tenant shall have the option to renew for two (2), one (1) year terms at the Marina's lowest lineal foot rate then being offered at the Marina.

**5) MARINA CHARGES:**

Annual Rental \$11,940.00\*

Dockage Charges:	<u>Slip G98(1) \$544.00 per month</u> <u>Slip G98(2) \$391.00 per month</u>	Sales Tax: <u>Tax Exemption #60-211419753 C</u>
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Utility Fee:	<u>Slip G98(1) \$30.00</u> <u>Slip G98(2) \$30.00</u>	Total Monthly payment: <u>\$995*</u>
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Parking Spaces: Two (2) parking spaces that Fire Rescue may designate for exclusive use by stenciling on bumpers as "Fire Rescue Parking Only". The specific parking spots shall be mutually agreed on by Marina Director and Fire Rescue. There is no additional charge for usage of the parking spaces.

**\* Annual Rental payable in advance, in equal monthly installments without notice or demand. Premises includes two (2) boat slips identified above and two (2) parking spaces, plus non-exclusive access rights. Annual Rental includes dockage charges and utility fees. Utility fees are subject to change by the Town Commission with thirty (30) days advance notice as set forth in paragraph 15. The first rental payment will be due within thirty (30) days of the Palm Beach County Board of County Commissioner's approval of the Lease.**

CHARGES ARE PAYABLE MONTHLY IN ADVANCE ON THE FIRST OF THE MONTH.

- 6) The Tenant represents that information contained in this Dockage Agreement is true, correct and accurate and shall update the information contained herein.
- 7) The subleasing or assignment of the Slip by Tenant without the prior written approval of the Town is strictly prohibited. Any attempted sublease or assignment of the Slip, without the prior written approval of the Town is a violation of the requirements of this Agreement and

shall be cause for the Town's immediate termination of this Agreement without further notice.

- 8) Utilities shall be charged to the Tenant at such rates as may be approved by the Town Commission from time to time. The established utility rates are subject to change by the Town Commission at any time taking into consideration such factors as the Town Commission, in its sole discretion deems just, fair and appropriate. The Town shall not be liable for any interruption or stoppage of utilities, including, but not limited to, electrical or water service, or for any damage to persons, the Vessel or personal property resulting from that interruption or stoppage. Any change in utility rates shall be subject to paragraph 15.
- 9) The Rules of the Road and the Navigation Laws in and of the United States apply to all Vessels entering and leaving the Marina, navigating within the Marina, and/or docking therein. The Vessel shall, at all times, maintain current Coast Guard approved heads which shall meet all federal, state and local regulations. The Tenant shall not create any wake in Marina waters. Tenants are responsible for any damage caused by wakes from vessel operation. No dinghies, inflatable boats, tenders or other watercraft or vessels may be moored within the Tenant's slip, except for the Tenant's Vessel as described above.
- 10) The Tenant and the Town shall comply with any and all applicable statutes, codes, laws, rules and regulations of the Town, the State of Florida, and the United States, as well as any rules by any state, federal or local governmental agency or regulatory authority.
- 11) Tenant shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances in the use and occupancy of the Premises. The Tenant hereby covenants and represents the Tenant will conduct its use and occupancy of the Premises so as to comport with all Environmental Laws. If the Tenant has knowledge of the release, in or upon the Premises, of Hazardous Materials in violation of any Environmental Laws, then the Tenant must promptly notify the Landlord within 24 hours of the nature of the release and comply with all applicable laws rules and regulations to the extent provided by law. "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law. "Environmental Law" means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

- 12) The Town is authorized to move the Vessel in cases of emergencies only and Town shall use reasonable efforts to notify Tenant prior to any such action unless the circumstances are such as to warrant immediate action by the Town.
- 13) The Tenant is solely responsible for maintaining the Vessel in a safe condition and for properly securing the Vessel so that the Vessel can sustain tides, winds and other elements and conditions.
- 14) The Landlord and Tenant shall have no liability for personal injury, bodily injury and property damage attributable to the negligent or willful acts or omissions of the other party, its officers, employees, servants, contractors, subcontractors, invitees, representatives and agents.
- 15) The dockage charges shall be valid for the initial one (1) Year Term, while the utility charges are as set by the Town Commission from time to time and are subject to change by the Marina upon thirty days advance written notice to the Tenant. Notice shall be effective upon mailing.
- 16) This Agreement is for the leasing of dockage space only. No bailment relationship between the Tenant and the Town shall be deemed to arise out of this Agreement for any reason. Keys to the Vessel shall remain in Tenant's custody and control at all times. If keys or combinations to locks relating to the Vessel are left at the Marina or aboard the Vessel, the Town shall have no responsibility or legal liability for safeguarding the Vessel keys and/or locks, or the Vessel itself, or equipment or personal effects in and upon the Vessel. The retention by the Town or its Marina employees of any keys and/or lock combinations does not constitute an assumption of a bailment relationship.
- 17) Living aboard the Vessel is strictly prohibited.
- 18) It is further agreed that even though the Town may, from time to time, provide security guards and/or other security devices and measures, the Town is under no duty or obligation to do so, and the security of the Vessel and its contents is the sole risk and responsibility of the Tenant.
- 19) Without waiving its statutory right of sovereign immunity, as provided by Florida Statute, Chapter 768.28, the Tenant warrants that it is self-insured and will remain either self-insured or shall obtain insurance for Comprehensive General Liability coverage, which coverage shall include at a minimum, coverages for damages to personal and real property, personal injuries, death, damages to premises and operations, products and completed operations, which may arise out of or result from Tenant's use and occupancy of the Premises. The General Liability coverage as described herein above shall be maintained by the Tenant in amount not less than \$200,000 Per Person, 300,000 Per Occurrence; or such limits that may change and be set forth by the legislature. The Tenant warrants that it is self-insured for Worker's Compensation and Employer's Liability insurance in accordance with Florida Statutes, Chapter 440, and that the Tenant will maintain said coverages throughout the Term of this Lease.

- 20) The Tenant and Landlord further agree that nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or any political subdivision thereof; (2) the consent of Landlord, Tenant, or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of Landlord, Tenant or their agents and agencies or any political subdivision thereof beyond the waiver provided in Section 768.28, Florida Statutes.
- 21) AFTER THE TENANT HAS EXECUTED THIS AGREEMENT, AND PRIOR TO TENANT MOVING ANY VESSEL TO THE PREMISES, THE TENANT SHALL PROVIDE THE TOWN'S MARINA DIRECTOR WITH A COPY OF THE INSURANCE CERTIFICATE EVIDENCING SELF-INSURANCE STATUS AND THE COVERAGES AS SET FORTH HEREIN WHICH LANDLORD AGREES TO ACCEPT TO FULFILL THE INSURANCE REQUIREMENTS OF THIS AGREEMENT.
- 22) The Tenant shall promptly pay when due all sums incurred pursuant to this Agreement, including charges on account, charges for fuel, ship's store, supplies and materials, as well as other sums owed in connection with use of the Marina and facilities. Any and all sums of money or charges required to be paid by Tenant under this Agreement other than the rent shall be considered "Additional Rent" whether or not the same is so specifically designated and the Town shall have the same rights to enforce due and timely payment by the Tenant of all Additional Rent as are available to the Town relating to rent.
- 23) In the event of litigation regarding the Agreement, each party shall bear their own attorney fees and costs.
- 24) The Town makes no warranties or representations, express or implied, concerning access to and from its docks and Marina areas, nor does the Town warrant that the waters within the confines of its docks and the Marina are free and clear of underwater obstructions or navigational hazards. All ingress and egress to the Marina, and within the Marina, including the Tenant's Slip is at Tenant's assumed risk. In addition, the Town makes no warranties, express or implied, concerning the Town's services, property or facilities at the Marina.
- 25) Both parties shall have the right to terminate this Agreement upon Ninety (90) days advance written notice to the other, for any reason whatsoever, and thereafter be relieved of all obligations and liabilities accruing after the termination date.
- 26) This Dockage Agreement and the terms and conditions herein may be changed only by an instrument in writing that is signed by an officer or authorized agent of the Town and the Tenant. Tenant acknowledges and agrees that the Town reserves the right to amend, supplement and/or restate the "Dockside Procedures" from time to time, and any such amendment, supplement or restatement shall be deemed effective upon publication thereof by the Town.
- 27) Tenant's must notify the Marina's Director's Officer by letter or telephone when guests, contractors, or workers are permitted to use, board, or occupy the Vessel without the Tenant being present. Tenant acknowledges and agrees that any work performed on its vessel by third parties and/or outside contractors is limited to the hours of 8:00 AM until 5:00 PM, Monday through Saturday.



- 28) Noise must be kept to a minimum at all times. Tenant shall not permit the Vessel to make any noise, emission or other disturbances that is plainly audible to nearby residents. The Tenants, guests and other authorized persons must use discretion in the operation of generators, engines and other power equipment so as not to create unreasonable noise.
- 29) The extent of vessel repairs and maintenance that may be conducted at the Marina shall be within the sole discretion of the Marina Director. Except for good cause shown, major repairs are not permitted. No painting is permitted on docks or piers. Spray painting of any type or nature is not permitted in the Marina. Maintenance carried out by the Tenant shall be limited only to those activities that do not cause harm, noise, or accumulation of debris to the property of the Marina. No modification or alteration of any kind of Slip area by the Tenant is allowed and any such activity is cause for immediate termination of this Agreement. No outside contractors of any type are permitted to work on any vessels docked at the Marina without the express written authorization of the Marina Director which shall not be unreasonably withheld. All contractors working in the Marina shall be licensed, insured and bonded, and satisfactory proof of licensure, bonding and insurance, shall be provided to the Marina Director before any work is commenced. All insurance policies shall provide that the Town is an additional insured for purposes of the operations of the contractor on the premises of the Marina.
- 30) Walkways and finger piers shall be kept clear at all times. Storage of loose gear is not permitted on walkways or finger piers. Hoses, electrical cords and telephone cords shall not cross piers or walkways. Charcoal fires are strictly prohibited on all vessels, dinghies, tenders, inflatable boats, boats, piers and docks.
- 31) The washing and drying of laundry on finger piers, walkways, decks, rigging or any other location in the Marina or on the Vessel which is visible to the public is prohibited. The finger piers between slips are for the use of Vessels on each side of the finger pier. The Marina Director may require the removal or relocation of private gangways and in no event will a single gangway be allowed to block another vessel's access.
- 32) The Tenant shall maintain the Vessel in "ship's shape" at all times, and shall not allow the Vessel to become unsightly, dilapidated or reflect unfavorable upon the appearance standards of the Marina. The decks of all vessels moored at the Marina shall be kept free and clear of debris, bottles, laundry, papers, trash and unsightly materials at all times.
- 33) Advertising for charter vessels moored at the marina is permitted. Other than charter opportunities the solicitation of employment, business, and the sale of merchandise or distribution of printed materials at or upon the marina premises is not permitted.
- 34) SEVERE WEATHER AND OTHER EMERGENCIES: The Town expects Tenant to have made suitable arrangements for safe sheltered anchorage during severe weather including but not limited to tropical depressions or storms, or hurricanes and Tenant warrants such arrangements have or will be made. Tenant may not assume that Marina or its premises will be safe, sheltered anchorage during such period.

- 35) Notices pursuant to this Agreement shall be served on Tenant and Landlord at the addresses listed in this Agreement by hand delivery, email, facsimile, or First Class Mail.
- 36) 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.
- 37) The parties agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.
- 38) As provided in Florida Statutes 287.132-133, Landlord hereby certifies that neither Landlord nor employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to Florida Statutes 287.133 (3)(a).
- 39) 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 Landlord and/or Tenant.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

WITNESS

TOWN OF LAKE PARK

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

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: \_\_\_\_\_  
Director,  
Facilities Development & Operations

**Budget Availability Statement  
Fire Rescue**

**Date:** August 5, 2014

**Project Coordinator:** Denise Coffman


**Scope of Work:** Dockage Agreement with Town of Lake Park

Cost Estimate: \$11,940.00

By signing this BAS, the Department agrees to the costs included in this BAS.

Budget Account Number:

Fund **1300**          Dept **440**          Unit **4230**          Objt **4401**

Approved By:           Date: 8/5/14  
(Signature of Approving Authority)

Print Name and Title:          Bonnie E. Stein, Financial Analyst III