

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

|               |                                     |   |   |
|---------------|-------------------------------------|---|---|
| Meeting Date: | November 18, 2014                   | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular        |
|               |                                     | <input type="checkbox"/> Ordinance          | <input type="checkbox"/> Public Hearing |
| Department:   | Facilities Development & Operations |   |   |

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) an Amendment and Partial Release of Agreement with the South Florida Water Management District (“SFWMD”) (R2014-1042), and
- B) Amendment No. 1 to the Interlocal Agreement with Florida Fish and Wildlife Conservation Commission (“Commission”) (R2014-1043) related to the proposed Public Shooting Park

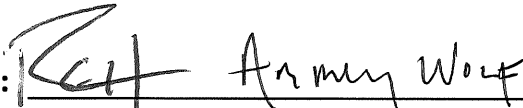

**Summary:** In 2013, the County sold 1,896 acres of the Mecca Farms property to the SFWMD subject to SFWMD’s agreement to comply with County bond limitations and with the understanding that the SFWMD would convey 150 acres in the N.W. corner of the property to the Commission for use as a Public Shooting Park. SFWMD and the Commission are ready to close on the 150 acres. This Amendment and Partial Release releases the 150 acre Shooting Park property from the Memorandum of Agreement which was recorded against the Mecca Farms property to provide public notice of the continuing obligations of SFWMD to the County, including compliance with bond limitations, Seminole Pratt Whitney right of way repurchase option and access and drainage for the existing Water Utilities building. Those obligations do not involve the Commission, and the Commission requires that the 150 acres be released prior to their closing with SFWMD. On July 22, 2014, the Board approved the Interlocal Agreement with the Commission addressing the development and operation of the Shooting Park. The agreement assumed that the Commission would utilize County Staff and contracting capabilities to obtain the necessary zoning approvals. The Commission instead finds that it may be more practical and beneficial to keep its own design team fully intact during the zoning approval process and the Commission requests that the County continue to assume financial responsibility for zoning fees and related expenses. County Staff supports the request as it imposes no more cost burden upon the County than is already established within the Agreement and budgeted by the County while allowing County Staff to focus on County projects and priorities. Other than the change identified above, all other terms remain materially the same. (PREM) Countywide/District 1 (HJF)

**Background and Justification:** The County approved an Agreement with SFWMD and the Commission on Mecca Farms Bond Limitations on July 22, 2014 (R-2014-1042) consenting to the

Continued on Page 3

Attachments:

- 1. Location Map
- 2. Amendment and Partial Release of Agreement
- 3. Amendment No. 1 to the Interlocal Agreement
- 4. Letter from Florida Fish and Wildlife Conservation Commission
- 5. BAS

|                 |  |          |
|-----------------|--|----------|
| Recommended By: |   | 11/10/14 |
|                 | Department Director  | Date     |
| Approved By:    |  | 11/14/14 |
|                 | County Administrator   | Date     |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years                            | 2015     | 2016 | 2017 | 2018 | 2019 |
|---|----------|------|------|------|------|
| Capital Expenditures                    | \$37,000 |      |      |      |      |
| Operating Costs                         |          |      |      |      |      |
| External Revenues                       |          |      |      |      |      |
| Program Income (County)                 |          |      |      |      |      |
| In-Kind Match (County)                  |          |      |      |      |      |
| NET FISCAL IMPACT                       | \$37,000 |      |      |      |      |
| # ADDITIONAL FTE POSITIONS (Cumulative) |          |      |      |      |      |

Is Item Included in Current Budget: Yes X No

Budget Account No: Fund 3804 Dept 411 Unit B525 Object 6101  
Program

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

No fiscal impact to Motion A. The County’s financial obligations are capped in the Commission Agreement at \$37,000.

Fixed Asset Number N/A

C. Departmental Fiscal Review: [Signature] 11-10-14

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 11/12/14  
OFMB 11/12/14  
[Signature] 11/14/14  
Contract Development and Control  
11-14-14 [Signature]

B. Legal Sufficiency:

[Signature] 11/14/14  
Assistant County Attorney  
Amendments not signed at  
time of CAO review

C. Other Department Review:

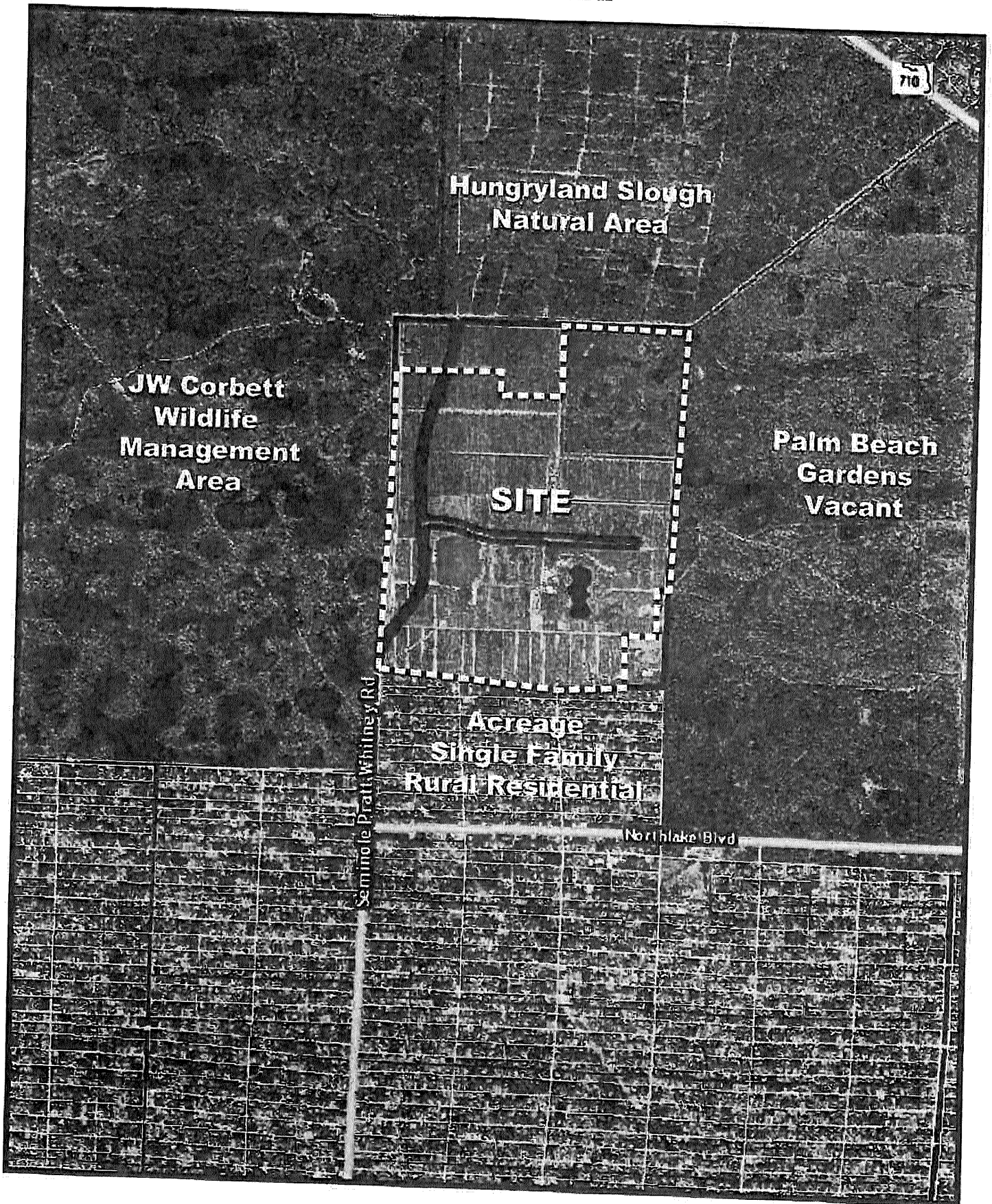
Department Director

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

**Background and Justification:** transfer of the 150 acre Park property to the Commission and the Commission agreed to comply with the County's bond limitations. SFWMD will sign that Agreement at their closing on the 150 acre Park property currently scheduled for November 19, 2014. This Amendment and Partial Release will not become effective until the Agreement between SFWMD, the Commission and the County on Mecca Farms Bond Limitations (R-2014-1042) is fully executed and recorded.

The County and Commission are parties to an Interlocal Agreement ("Agreement") which establishes their respective pre-construction, development and operating expectations relative to the proposed 150± acre Park at the Mecca Farms property. Amongst other requirements, the Agreement assigns the County with managerial and financial responsibility to obtain all required zoning approvals for the Park upon the Commission's request. Since the Agreement was approved the Commission has assembled a qualified design team that includes a local provider of professional planning services, and the Commission desires to utilize that team to the fullest extent in order to benefit project management, ongoing coordination and timely project delivery. As a result the Commission may not request that the County assume managerial responsibility for the required zoning approvals. Amendment No. 1 to the Agreement would commit up to \$37,000 from the County for fees and expenses to obtain the required zoning approvals, which is equivalent to the financial impact originally estimated by County Staff.

## LOCATION MAP



**This instrument prepared by and return to:**  
**South Florida Water Management District**  
**3301 Gun Club Road, P.O. Box 24680**  
**West Palm Beach, FL 33416-4680**  
**ATTN: Real Estate, MS#5210**

**AMENDMENT AND PARTIAL RELEASE OF AGREEMENT**

This Amendment and Partial Release of Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, with an address of 301 North Olive Avenue, Administration, 11<sup>th</sup> Floor, West Palm Beach, Florida 33401, ("County"), and **SOUTH FLORIDA WATER MANGEMENT DISTRICT**, a government entity created by Chapter 373, Florida Statutes, having an address of 3301 Gun Club Road, West Palm Beach, Florida 33406 and a mailing address of Post Office Box 24680, West Palm Beach, Florida 33416-4680, ("SFWMD").

**WITNESSETH:**

**WHEREAS**, County and SFWMD entered into a certain Agreement for Sale and Purchase executed by the last party on October 22, 2013 (the "Agreement") that was identified in that certain Memorandum of Agreement dated December 17, 2013, and recorded in Official Records Book 26517, Page 914, Public Records of Palm Beach, Florida (the "Memorandum of Agreement"); and

**WHEREAS**, County and SFWMD desire to release from the Agreement that certain real property legally described in Exhibit "A" (the "Release Property"); and

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. The parties hereto hereby amend the Agreement to discharge, terminate and release the Release Property from the Agreement.
3. This Amendment and Partial Release shall take effect upon that certain "Agreement between South Florida Water Management District and Florida Fish and Wildlife Conservation Commission and Palm Beach County on Mecca Farms Bond Limitations", a copy of which is attached hereto as Exhibit "B", being fully executed by the parties thereto and being recorded in the public records of Palm Beach County, Florida.
4. Except as to the Release Property which is hereby released from the Agreement, the Agreement, as memorialized in the Memorandum of Agreement and as herein modified and amended, shall otherwise continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment and Partial Release of Agreement to be executed as of the date first-above written.

COUNTY:

ATTEST:

SHARON R BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, a  
political subdivision of the state of Florida, by  
its  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_, Mayor

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By:

  
County Attorney

By:

  
Department Director

STATE OF FLORIDA  
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as Mayor of the Board of County Commissioners of Palm Beach County, who is personally known to me.

(Seal)

\_\_\_\_\_  
Notary Public, State of Florida

Print Notary Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**WITNESSES:**

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a government entity created by Chapter 373, Florida Statutes

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Bassell  
Section Administrator  
Real Estate Management

(Corporate Seal)

**ATTEST:**

\_\_\_\_\_  
Jacki McGorty, Secretary

Legal Form Approved:

\_\_\_\_\_  
South Florida Water Management District  
Office of Counsel

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by Richard Bassell as the Section Administrator of Real Estate Management of the South Florida Water Management District, a government entity created by Chapter 373, Florida Statutes, on behalf of the South Florida Water Management District, who is personally known to me.

\_\_\_\_\_  
Notary Public  
Print: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Exhibit "A"  
Tract Number 23116-041  
(Shooting Range)

A parcel of land in the Palm Beach County Biotechnology Research Park, a subdivision in Section 6 Township 42 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 103, page 108, Palm Beach County Florida , public records; said parcel of land being described as follows:

Commence at the Northwest (NW) corner of said Section 6, bear South 00°17'57" East, along the West line of said Section 6, a distance of 200.00 feet to the Northwest (NW) corner of said plat of Palm Beach County Biotechnology Research Park; Thence, North 89°56'58" East, along the North line of said plat, a distance of 200.00 feet to a point on a line 200 feet Easterly of, parallel, contiguous and as measured at right angles to said West line of Section 6; said point also being the **POINT OF BEGINNING**;  
Thence, continue North 89°56'58" East, along the North line of said plat, a distance of 4284.38 feet;  
Thence, South 00°03'02" East, a distance of 1930.02 feet;  
Thence, South 89°56'58" West, a distance of 1588.88 feet;  
Thence, North 00°03'02" West, a distance of 640.00 feet;  
Thence, South 89°56'58" West, a distance of 2689.90 feet to said 200 foot parallel line;  
Thence, North 00°17'57" West, along said 200 foot parallel line, a distance of 1290.03 feet to the **POINT OF BEGINNING**.

The above described parcel of land contains 150.14 acres more or less.

The bearings in the above descriptions are based on the West line of said Section 6 as shown on said Plat of Palm Beach County Biotechnology Research Park; said West line bearing South 00°17'57" East.

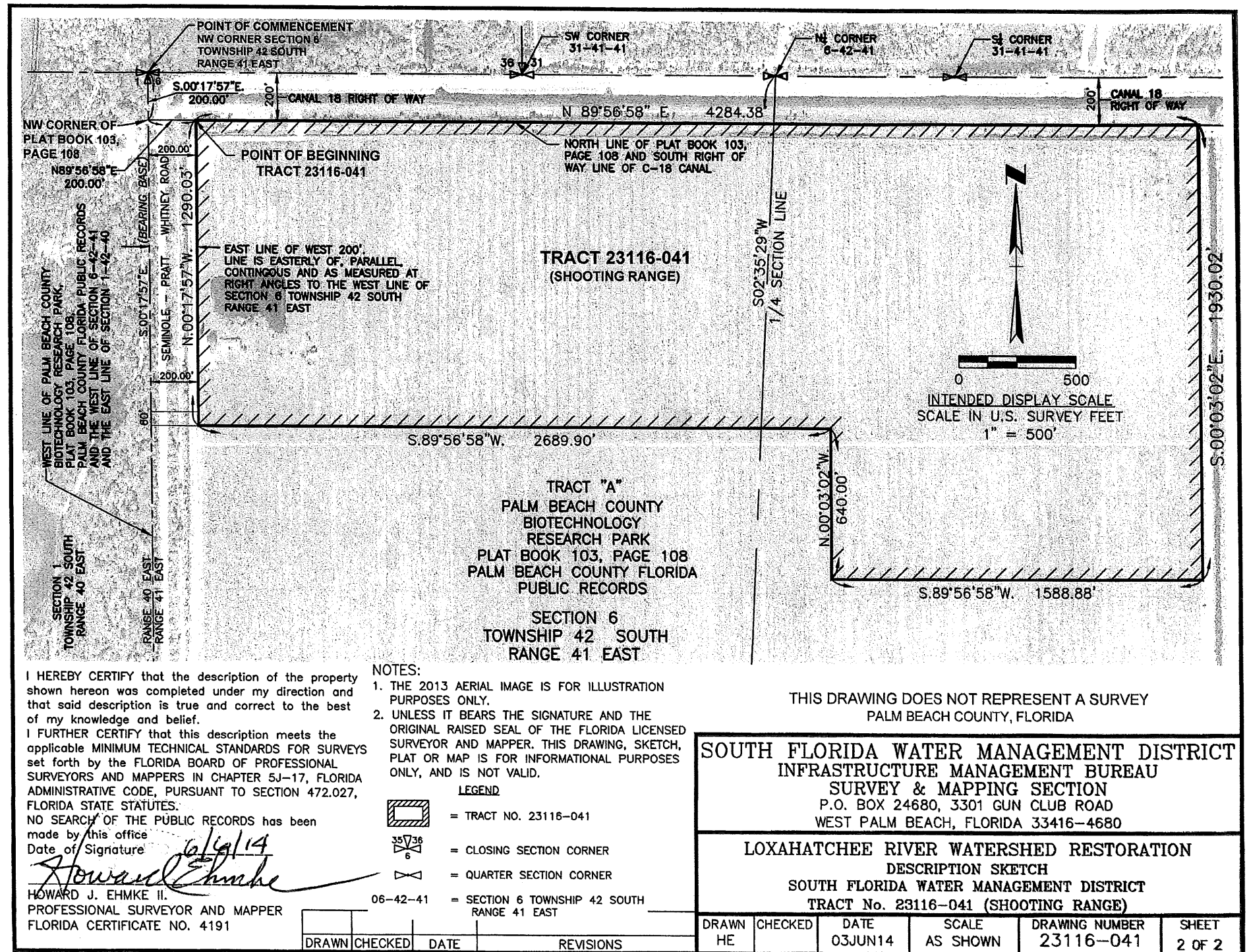
THIS DRAWING DOES NOT REPRESENT A SURVEY  
PALM BEACH COUNTY, FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
INFRASTRUCTURE MANAGEMENT BUREAU  
SURVEY & MAPPING SECTION  
P.O. BOX 24680, 3301 GUN CLUB ROAD  
WEST PALM BEACH, FLORIDA 33416-4680

LOXAHATCHEE RIVER WATERSHED RESTORATION  
DESCRIPTION SKETCH  
SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
TRACT No. 23116-041 (SHOOTING RANGE)

|       |         |      |           |       |         |         |          |                |        |
|-------|---------|------|-----------|-------|---------|---------|----------|----------------|--------|
|       |         |      |           | DRAWN | CHECKED | DATE    | SCALE    | DRAWING NUMBER | SHEET  |
| DRAWN | CHECKED | DATE | REVISIONS | HE    |         | 03JUN14 | AS SHOWN | 23116-041      | 1 OF 2 |





This Instrument prepared by and return to:  
South Florida Water Management District  
3301 Gun Club Road, P. O. Box 24680  
West Palm Beach, FL 33416-4680

R 201-4 11042

AGREEMENT

Between

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

And

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION,

And

PALM BEACH COUNTY

On

MECCA FARMS BOND LIMITATIONS

THIS AGREEMENT ("Agreement") is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the South Florida Water Management District, a governmental entity of the State of Florida created by Chapter 373, Florida Statutes, whose principal place of business is at 3301 Gun Club Road, West Palm Beach, Florida, 33406 (hereafter "SFWMD"), the Florida Fish and Wildlife Conservation Commission, a Constitutional Agency of the State of Florida, whose principal place of business is at 620 South Meridian Street, Tallahassee, FL 32399-1600 (hereafter "COMMISSION"), and Palm Beach County, a political subdivision of the State of Florida, whose office address is 301 North Olive Avenue, West Palm Beach, Florida 33401 (hereafter "COUNTY"). The SFWMD, COMMISSION, and COUNTY are collectively referred to as the "Parties."

WHEREAS, the COUNTY and SFWMD entered into Sale and Purchase Agreement, executed by the last party on October 22, 2013, ("Sale and Purchase Agreement") for SFWMD's purchase of approximately 1,896.49 acres of real property in Palm Beach County (hereafter referred to as "Mecca Farms"); and

WHEREAS, SFWMD acquired Mecca Farms by COUNTY Deed dated, December 17, 2013, recorded in Official Records Book 26517, Page 902, Public Records of Palm Beach County); and

**WHEREAS**, under the Sale and Purchase Agreement, certain COUNTY Bond limitations, as further described below, apply to Mecca Farms; and

**WHEREAS**, the COUNTY's consent is required for any SFWMD transfer of all or part of MECCA Farms to a third party to ensure that such transfer will not result in the Bonds being treated as private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended; and

**WHEREAS**, SFWMD has conveyed or will convey to the COMMISSION fee title to approximately 150 acres of Mecca Farms, as legally described in attached Exhibit A, made a part hereof, (hereafter "COMMISSION Parcel"); and

**WHEREAS**, the parties wish to memorialize: (1) the COUNTY's consent to SFWMD's transfer of the COMMISSION Parcel to the COMMISSION, (2) the COMMISSION's obligations as the owner of the COMMISSION Parcel to comply with the COUNTY Bond limitations, and (3) the COUNTY's release of SFWMD from the Bond limitations as applied to the COMMISSION Parcel.

**NOW THEREFORE**, for Ten Dollars and other valuable consideration, receipt of which is hereby acknowledged, including consideration of the promises and mutual covenants contained in this Agreement, the SFWMD, COMMISSION, and COUNTY do hereby covenant and agree as follows:

1. The factual recitations set forth in the "Whereas" clauses recited above are true and correct, and the same are hereby incorporated into this Agreement.

2. The COUNTY hereby consents to SFWMD's conveyance of the COMMISSION Parcel to the COMMISSION.

3. The COMMISSION acknowledges and understands with respect to the Mecca Farms, which includes the COMMISSION Parcel, the following:

(A) The COUNTY financed and refinanced its acquisition and preliminary development of Mecca Farms, with the following bonds: (i) Public Improvement Revenue Bonds (Biomedical Research Park Project), Series 2004A (the "2004A Bonds"); (ii) Taxable Public Improvement Revenue Bonds (Biomedical Research Park Project), Series 2004B (the "2004B Bonds"); (iii) Public Improvement Revenue Bonds (Biomedical Research Park Project), Series 2005A (The "2005A Bonds"); (iv) Public Improvement Revenue Bonds (Biomedical Research Park Project), Series 2007A (the "2007A Bonds"); (v) Taxable Public Improvement Revenue Bonds (Biomedical Research Park Project), Series 2007B (the "2007B Bonds"); and (vi) Public Improvement Revenue Refunding Bonds, Series 2012 (the "2012 Bonds"); (collectively the 2004A Bonds, the 2004B Bonds, the 2005A Bonds, the 2007A Bonds, the 2007B Bonds, the 2012 Bonds and any bonds issued to refund such bonds which do not increase the par amount or extend the maturity date of the bonds being refunded, are referred to as the "Bonds").

(B) The Bonds were issued pursuant to Resolution Nos. R-2004-0147, R-2004-2086, R-2004-2240, R-2005-0926, R-2007-2053 and R-2012-0525 adopted by the Board of County Commissioners on January 27, 2004, October 5, 2004, October 26, 2004, May 3, 2005, November 6, 2007 and April 3, 2012, respectively (collectively, the "Resolutions").

(C) During the life of the COUNTY Bonds, the latest maturity date of which is November 1, 2027, any sale or lease by the COMMISSION of the COMMISSION Parcel to a non-governmental entity or any private activity use of the COMMISSION Parcel may violate restrictions with regard to the tax exempt status of the Bonds and have enormous financial consequences to the holders of the Bonds and the COUNTY.

3. The COMMISSION hereby covenants that the COMMISSION reasonably expects to use the COMMISSION Parcel for governmental purposes and shall not undertake any sale or lease, or permit any private activity use, or take or permit any other similar action with respect to the COMMISSION Parcel which might cause the Bonds to be treated as private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), without the prior written consent of COUNTY. COUNTY's consent shall be required for all such proposed transactions and actions, regardless of whether same were contemplated as of the date hereof, and at a minimum shall be conditioned upon:

(i) any proposed transferee or user acknowledging and agreeing to be bound by and comply with the terms of this Agreement; and

(ii) the COUNTY receiving at COUNTY expense an opinion from COUNTY'S bond counsel that the proposed sale, lease, private activity use or other similar transaction will not cause the Bonds to be treated as private activity bonds within the meaning of Section 141 of the Code, and

(iii) the COMMISSION and any proposed transferee or user providing all information, documentation and factual certifications as COUNTY'S bond counsel may reasonably require in order to issue its opinion, and

(iv) SFWMD's prior written consent to any proposed COMMISSION revenue or lease payments arising from the use of the COMMISSION Parcel that will exceed in the aggregate \$125,000 in any calendar year. The COMMISSION and SFWMD acknowledge and agree that any revenue or lease payments arising from use of Mecca Farms by non-governmental persons may not, in the aggregate, exceed \$250,000 in any calendar year while the Bonds are outstanding.

4. If the COMMISSION fails or neglects to perform its covenants under this Agreement, the COUNTY may seek specific performance without thereby waiving any action for damages resulting from the COMMISSION's breach.

5. The COUNTY hereby releases SFWMD from any liability to the COUNTY for (i) SFWMD's transfer of the COMMISSION Parcel to the COMMISSION, or (ii) failure of the COMMISSION to comply with the COMMISSION's obligations pursuant to this Agreement.

6. This Agreement survives SFWMD's transfer of the COMMISSION Parcel to the COMMISSION. The terms and provisions of this Agreement run with the COMMISSION Parcel and are binding on the COMMISSION and its successors and subsequent owners of the COMMISSION Parcel and inure to the benefit of the SFWMD and COUNTY, their successors and assigns. The COMMISSION may not assign this Agreement without the express written consent of the COUNTY as provided in Section 3 of this Agreement.

7. This Agreement shall be filed with the Clerk of the Court for Palm Beach County and made part of the public records for the COMMISSION Property. Upon the expiration of the COUNTY Bonds, upon written request, the COUNTY shall send to the COMMISSION an official notice suitable for recordation stating that the obligations of this Agreement have been fulfilled and that the COMMISSION and the COMMISSION Property is released therefrom.

8. This Agreement shall remain in effect until the Parties complete performance under this Agreement.

9. Any and all notices shall be delivered to the individuals identified below unless the applicable party notifies the other party in writing of a modification. Any notice, request, demand, instruction, or other communication to be given to the Parties hereunder at the address stated below shall be in writing and shall be deemed to be delivered upon the earlier to occur of (1) actual receipt if delivered by hand or by commercial courier (2) the day of receipt by any form of overnight mail service, (2) the date upon which return receipt is signed or delivery is refused or the notice is designated by postal authorities as not deliverable, as the case may be when mailed by registered or certified mail, return receipt requested, or (3) on the date of transmission by telefax, facsimile, or email:

**For The COMMISSION:**

Mike Brooks, or his successor,  
Section Leader, Wildlife and Habitat Management Section  
Div. of Habitat & Species Conservation  
Florida Fish and Wildlife Conservation Commission  
620 S. Meridian Street  
Tallahassee, FL 32399-1600  
Email address: mike.brooks@MyFWC.com  
(850) 488-3831

**For The SFWMD:**

Ray Palmer, or his successor,  
Section Leader, Real Estate  
South Florida Water Management District  
3301 Gun Club Road  
MS Number 5210  
West Palm Beach, FL 33406  
Email address: rpalmer@sfwmd.gov  
(561) 682-2246

**For The COUNTY:**

Palm Beach County  
Property & Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605  
Fax: (561) 233-0210

With Copy to:  
County Attorney's Office  
301 N Olive Avenue, Suite 601  
West Palm Beach, Florida 33401  
Attention: Howard Falcon, Esquire  
Fax: (561) 355-4398

**10. Miscellaneous Provisions**

(A). Jurisdiction. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

(B). Independent Contractors. The Parties are independent contractors and are not employees or agents of the other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractor, between the Parties, their employees, agents, subcontractors, or assigns during or after the performance of this Agreement.

(C) No Third Party Benefit. It is the intent and understanding of the Parties that this Agreement is solely for the benefit of the Parties. No person or entity other than the Parties shall have the power to enforce the terms of this Agreement and no person or entity

other than the Parties shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

(D). Waiver. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

(E). Invalidity. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

(F). Amendment. This Agreement may be amended only with the written approval of the Parties.

(G). Entire Understanding. This Agreement states the entire understanding and agreement Between the Parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the Parties with respect to the subject matter of this Agreement. The Parties recognizes that any representations, statements or negotiations made by another party do not suffice to legally bind the other parties in a contractual relationship unless they have been reduced to writing and signed by an authorized representative of the Parties.

(H). Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

(I). Interpretation. This Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation against the party causing this Agreement or any part hereof to be drafted or otherwise requiring interpretation against one party or the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SEPARATE SIGNATURE PAGES FOLLOW ON THE NEXT THREE PAGES]

FLORIDA FISH AND WILDLIFE CONSERVATION  
COMMISSION, successor to Florida Game and  
Freshwater Fish Commission

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print/Type Witness Name

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

Title: \_\_\_\_\_

Executed on: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print/Type Witness Name

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as its \_\_\_\_\_, of the Florida Fish and Wildlife Conservation Commission, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Approved as to Form and Legality

By: \_\_\_\_\_  
FWC Attorney



SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT, a governmental entity created by  
Chapter 373, Florida Statutes.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print/Type Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print/Type Witness Name

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

Title: \_\_\_\_\_

Executed on: \_\_\_\_\_

Legal Form Approved By:

Alan Cooper  
South Florida Water Management  
District Counsel

8/05/2014  
Date

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ as \_\_\_\_\_ of the South Florida Water Management District, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

R20141042

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

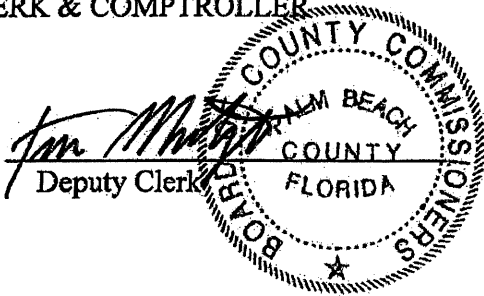
PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By: Priscilla A. Taylor

Title: Priscilla A. Taylor, Mayor

Executed on: JUL 22 2014

By:



Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:

[Signature]  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By:

[Signature]  
Department Director

STATE OF FLORIDA  
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 22nd day of July,  
2014, by Priscilla A. Taylor, as its Mayor  
of Palm Beach County, who is personally known to me ~~or who has produced~~  
~~XXXXXXXXXXXXXXXXXXXX as identification~~

(Seal)



TRACEY POWELL  
MY COMMISSION # EE 165852  
EXPIRES: February 2, 2016  
Bonded Thru Budget Notary Services

Tracey Powell  
Notary Public  
Print Name: Tracey Powell  
Commission Number: EE 165852  
My Commission Expires: February 2, 2016

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**Exhibit "A"**  
**Tract Number 23116-041**  
**(Shooting Range)**

A parcel of land in the Palm Beach County Biotechnology Research Park, a subdivision in Section 6 Township 42 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 103, page 108, Palm Beach County Florida, public records; said parcel of land being described as follows:

Commence at the Northwest (NW) corner of said Section 6, bear South 00°17'57" East, along the West line of said Section 6, a distance of 200.00 feet to the Northwest (NW) corner of said plat of Palm Beach County Biotechnology Research Park; Thence, North 89°56'58" East, along the North line of said plat, a distance of 200.00 feet to a point on a line 200 feet Easterly of, parallel, contiguous and as measured at right angles to said West line of Section 6; said point also being the **POINT OF BEGINNING**; Thence, continue North 89°56'58" East, along the North line of said plat, a distance of 4284.38 feet; Thence, South 00°03'02" East, a distance of 1930.02 feet; Thence, South 89°56'58" West, a distance of 1588.88 feet; Thence, North 00°03'02" West, a distance of 640.00 feet; Thence, South 89°56'58" West, a distance of 2689.90 feet to said 200 foot parallel line; Thence, North 00°17'57" West, along said 200 foot parallel line, a distance of 1290.03 feet to the **POINT OF BEGINNING**.

The above described parcel of land contains 150.14 acres more or less.

The bearings in the above descriptions are based on the West line of said Section 6 as shown on said Plat of Palm Beach County Biotechnology Research Park; said West line bearing South 00°17'57" East.

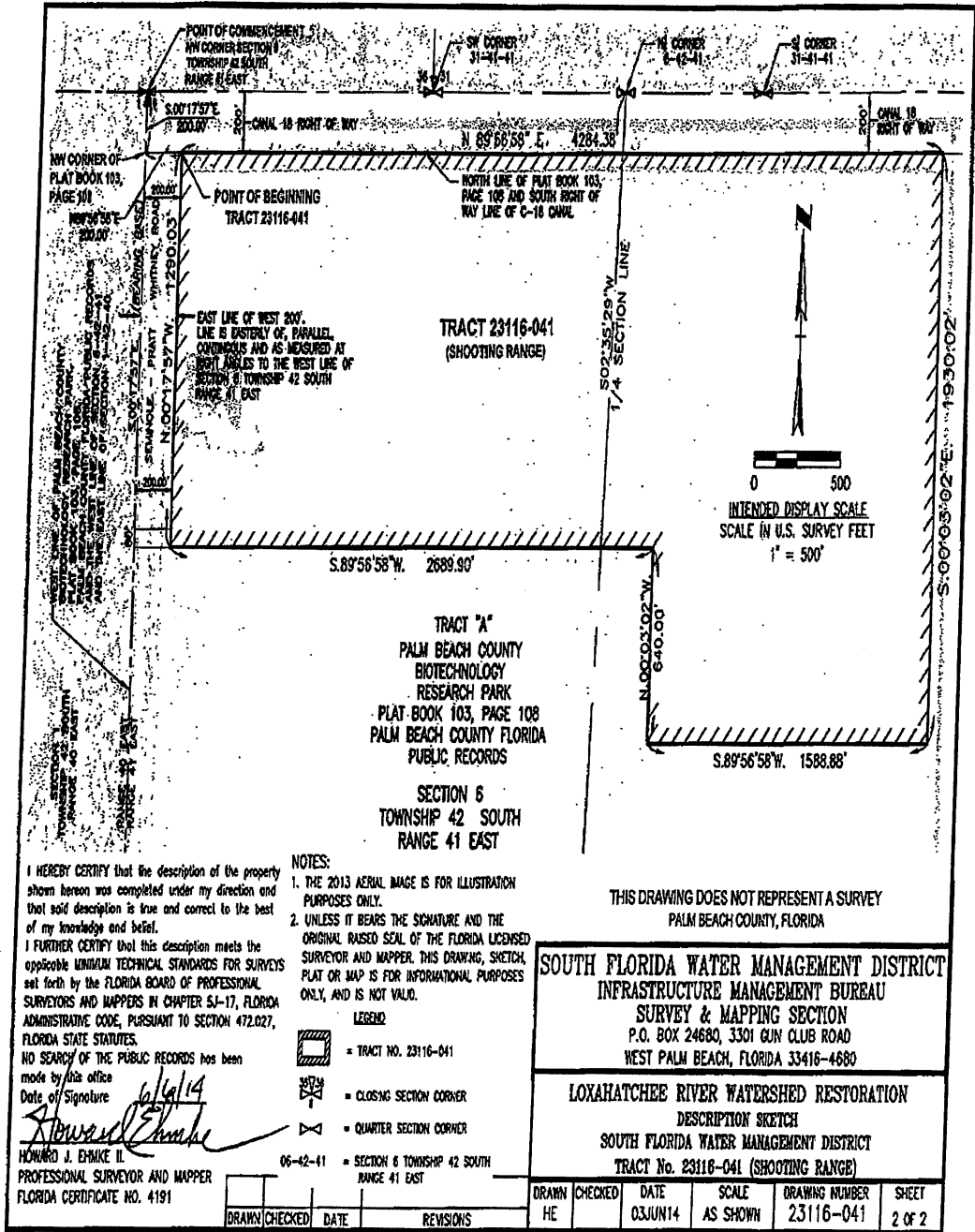
THIS DRAWING DOES NOT REPRESENT A SURVEY  
PALM BEACH COUNTY, FLORIDA

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
**INFRASTRUCTURE MANAGEMENT BUREAU**  
**SURVEY & MAPPING SECTION**  
P.O. BOX 24680, 3301 GUN CLUB ROAD  
WEST PALM BEACH, FLORIDA 33416-4680

**LOXAHATCHEE RIVER WATERSHED RESTORATION**  
**DESCRIPTION SKETCH**  
**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
**TRACT No. 23116-041 (SHOOTING RANGE)**

|       |         |         |           |       |         |         |          |                |        |
|-------|---------|---------|-----------|-------|---------|---------|----------|----------------|--------|
|       |         |         |           |       |         |         |          |                |        |
| DRAWN | CHECKED | DATE    | REVISIONS | DRAWN | CHECKED | DATE    | SCALE    | DRAWING NUMBER | SHEET  |
| HE    |         | 03JUN14 |           | HE    |         | 03JUN14 | AS SHOWN | 23116-041      | 1 OF 2 |

Z:\District Projects\Named Projects\Corbet: Wildlife Area\Legal Description Sketch (LDSK)\23116-041.dwg



Z:\District Projects\Named Projects\Corbett Wildlife Area\Logo Description Sketch (LSK)\23116-041.dwg

**STATE OF FLORIDA  
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

**AMENDMENT NO. 1 TO CONTRACT**

This Amendment to Contract No. 13486 , referred to as the Original Contract, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and PALM BEACH COUNTY, F596000785-011, whose address is 301 North Olive Avenue, West Palm Beach, FL 33401, hereinafter "County", collectively, "Parties".

**WITNESSETH**

WHEREAS, on July 22, 2014 (R-2014-1043), the County entered into an Interlocal Agreement with the Commission related to the proposed Public Shooting Park ("Park"); and,

WHEREAS, the County and the Commission desire to amend the Interlocal Agreement to assign the County financial responsibility for Zoning Approvals in the absence of direct County participation in the process of obtaining Zoning Approvals for the Park;

In consideration of the mutual benefits set forth herein and in the Original Contract, the parties agree to amend the Original Contract, as follows, which amendments shall govern to the exclusion of any provision of the Original Contract to the contrary:

1. Section 2, COUNTY RESPONSIBILITIES, the following provision will be added to the Amended Contract and Section 2.05 of the Original Contract will be renumbered 2.06 in the Amended Contract:
  - 2.05 In the event that the County does not perform pursuant to Section 2.01, the County shall be responsible for all costs to obtain the required Zoning Approvals for the Park including, but not necessarily limited to, application fees, public notice expenses and professional planning consultant fees and expenses, up to and including a cumulative amount not to exceed Thirty Seven Thousand Dollars (\$37,000.00). The Commission will submit to the County a schedule documenting the proposed contracts with outside consultants including their negotiated fees for the work as well as any other eligible fees associated with the Zoning Approvals, which shall not exceed \$37,000 ("Reimbursement Schedule"). The County's review of the Reimbursement Schedule will be solely limited to ensuring that; 1) the total does not exceed \$37,000, 2) the expenses included in the Reimbursement Schedule are consistent with this paragraph, and 3) the hourly rate and/or fees proposed are consistent with what the County would pay for the same services.
2. Section 3, COMMISSION REPONSIBILITIES, provision 3.01, of the Original Contract, is hereby amended to read as follows:

In the event of County performance pursuant to Section 2.01, 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. Section 3, COMMISSION RESPONSIBILITIES, provision 3.02, of the Original Contract, is hereby amended to read as follows:

In the event of County performance pursuant to Section 2.01, 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.

4. Section 3, COMMISSION RESPONSIBILITIES, the following provision will be added to the Amended Contract and Sections 3.03 through 3.06 of the Original Contract will be renumbered 3.04 to 3.07 in the Amended Contract:

- 3.03 In the event that the County does not perform pursuant to Section 2.01, the Commission shall provide the County with all documentation necessary to demonstrate that the requested reimbursement(s) is consistent with the Reimbursement Schedule including, but not limited to receipts, invoices, proof of payment and/or other documentation that may reasonably be requested by the County with each request for County payment pursuant to Section 2.05.

5. Section 10, REIMBURSEMENT, of the Original Contract, is hereby amended to read as follows:

In the event of County performance pursuant to Section 2.01, 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.

In the event that the County does not perform pursuant to Section 2.01 and the Commission ceases work prior to obtaining the required Zoning Approvals for the Park after any County payment pursuant to Section 2.05, the Commission shall reimburse the County for all prior payments made pursuant to Section 2.05 of this Agreement.

All provisions of the ORIGINAL CONTRACT not specifically amended herein shall remain in full force and effect.

*SIGNATURES ON FOLLOWING PAGE*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Contract to be executed through their duly authorized signatories on the day and year last written below.

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

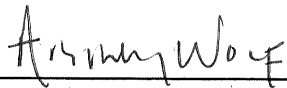
By: \_\_\_\_\_  
Deputy Clerk

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

By: \_\_\_\_\_  
Diane Roth Eggeman, Director  
Division of Hunting & Game Management

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Commission Attorney





November 6, 2014

**Florida Fish  
and Wildlife  
Conservation  
Commission**

**Commissioners**

**Richard A. Corbett**  
Chairman  
Tampa

**Brian Yablonski**  
Vice Chairman  
Tallahassee

**Ronald M. Bergeron**  
Fort Lauderdale

**Richard Hanas**  
Oviedo

**Aliese P. "Liesa" Priddy**  
Immokalee

**Bo Rivard**  
Panama City

**Charles W. Roberts III**  
Tallahassee

**Executive Staff**

**Nick Wiley**  
Executive Director

**Eric Sutton**  
Assistant Executive Director

**Jennifer Fitzwater**  
Chief of Staff

**Division of Hunting and  
Game Management**

**Diane Roth Eggeman**  
Director

(850) 488-3831  
(850) 921-7793 FAX

*Managing fish and wildlife  
resources for their long-term  
well-being and the benefit  
of people.*

620 South Meridian Street  
Tallahassee, Florida  
32399-1600  
Voice: (850) 488-4676

Hearing/speech-impaired:  
(800) 955-8771 (T)  
(800) 955-8770 (V)

MyFWC.com

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

**RE: FWC Public Shooting Park at Mecca Property  
Costs for Zoning Approvals**

Dear Ms. Wolf,

Section 2 of the Interlocal Agreement between Palm Beach County ("County") and the Florida Fish and Wildlife Conservation Commission ("Commission") affords the Commission the opportunity to request assistance from the County in preparing and obtaining all required Zoning Approvals for the proposed Palm Beach County Shooting Park ("Park"). Upon such request, the County would 1) assign a County Designee to act as the Commission's agent, 2) contract with a consultant that holds a continuing contract with the County for professional planning services and 3) be responsible for all costs to obtain the required Zoning Approvals (i.e. consultant fees, application fees, public notification costs, etc.).

To maintain continuity and improve the efficiency of the Park design and engineering process, the Commission has decided to contract with a qualified team of professional service providers to prepare all plans and applications for the Park. Thus, the Commission will not require the assistance of County Staff. Coincidentally, the Commission's professional planning services will be provided by Urban Design Kilday Studios, which holds a continuing contract with the County. Therefore, the Commission would like to request that all related costs for the Park's required Zoning Approvals remain the responsibility of the County without imposing upon County Staff to directly participate in the Zoning Approval process. This arrangement would create no additional cost burden upon the County than is already established within our Interlocal Agreement, and makes the most efficient use of our respective staff resources.

I appreciate your consideration of this proposal and look forward to your response. If I can answer any questions, please contact me.

Sincerely,

**Philip T. Stone**  
Construction Projects Administrator  
Hunter Safety and Public Shooting Ranges Section  
Division of Hunting and Game Management

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 11/7/14      REQUESTED BY: Audrey Wolf      PHONE: 233-0204

PROJECT TITLE: FWCC Public Shooting Park      PROJECT NO.:

ORIGINAL CONTRACT/ANNUAL AMOUNT \$37,000      BCC RESOLUTION#/DATE:

CSA/LOA CHANGE ORDER AMOUNT:

CSA/LOA CHANGE ORDER NUMBER:

CONTRACTOR/CONSULTANT NAME: Florida Fish and Wildlife Conservation Commission

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE  
CONSULTANT/CONTRACTOR: To provide funding for support of the zoning approvals necessary to construct the Public  
Shooting Park.

WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT?  
IF YES, PROVIDE ESTIMATES OF THE NEW COSTS:

|                       |                    |
|-----------------------|--------------------|
| CONSTRUCTION          | _____ 37,000 _____ |
| ARCHITECTURE/ENGINEER | _____              |
| *STAFF COSTS          | _____              |
| EQUIPMENT/OTHER       | _____              |
| TOTAL                 | _____ 37,700 _____ |

\*By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER (IF KNOWN):  
FUND: 3804    AGENCY: 411    ORG: B525      OBJ: 6101      SUBOBJ:

AGREEMENT TO BE APPROVED BY: BCC

ANTICIPATED DATE OF APPROVAL: 11/18/14

BAS APPROVED BY: \_\_\_\_\_ DATE: 11-7-14

ENCUMBRANCE NUMBER: \_\_\_\_\_