

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 9, 2026

Consent **Regular**
 Ordinance **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to the Second Restated Use Agreement (Agreement) with Ric L. Bradshaw, Sheriff, in his official capacity as the Sheriff of Palm Beach County (PBSO), to retroactively extend the term of the Agreement for the continued operation of the Cabana Colony Youth Center (Youth Center) beginning January 10, 2026, through January 9, 2031, and to allow shared use of the designated areas of the facility by Palm Beach County Fire Rescue (Fire Rescue).

Summary: On December 15, 2015, County entered into a Second Restated Use Agreement (R2015-1790) with PBSO for the operation of the Youth Center, located at 12180 Alternate AIA, Palm Beach Gardens, which expired on January 9, 2026. The item was originally scheduled for Palm Beach County Board of County Commissioners (BCC) consideration on January 6, 2026, but was deferred while Fire Rescue and PBSO came to an agreement over the shared use of the facility. The Agreement provides for two (2) five (5) year renewal options. PBSO will continue to operate and manage the Youth Center for the provision of Police Athletic League programs, tutoring, the Congressional Awards Program and community-based law enforcement programs. PBSO is responsible for all costs associated with operating the Youth Center including costs for utilities, custodial services, grounds maintenance and the costs of supervising the youth. County is responsible for all interior and exterior facility maintenance costs. This First Amendment retroactively renews the term of the Agreement through January 9, 2031; updates the Criminal Justice Facility designation, Hours of Operation, Non-Discrimination, and E-Verify provisions; and adds terms allowing Fire Rescue to occupy approximately 1,500 square feet of interior space and an adjacent parking area for operational use, beginning July 1, 2026. Other than the changes set forth herein, all other terms remain the same. There is no fiscal impact associated with this item. **District 1 (MWJ)**

Background and Justification: This Amendment provides the terms and conditions under which the Sheriff's Office will continue to occupy the building at Cabana Colony for operation of the Cabana Colony Youth Center. Cabana Colony is one of the County's Countywide Community Revitalization Team (CCRT) areas and the Youth Center is operated from a building formerly used as a fire station. On January 10, 2006, the County entered into a Use Agreement with PBSO (R2006-0082) to manage the newly created Cabana Colony Youth Center and to operate a Police Athletic League Program from the site. **(Continued on Page 3)**

Attachments:

1. Map
2. First Amendment

Recommended By:

MB [Signature]
Department Director

May 7, 2026
Date

Approved By:

[Signature]
Chief Deputy County Administrator 5/21/26 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2026 | 2027 | 2028 | 2029 | 2030 |
|--|-------|-------|-------|-------|-------|
| 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 X
Is this item using Federal Funds: Yes _____ No X
Is this item using State Funds: Yes _____ No X

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


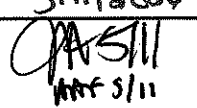
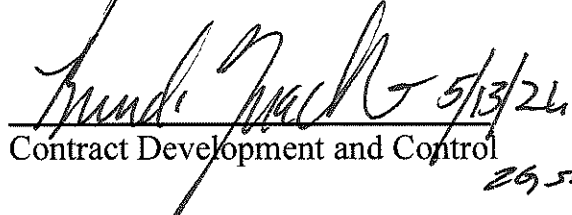
B. Recommended Sources of Funds/Summary of Fiscal Impact:

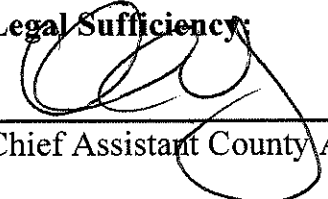
* There is no fiscal impact on the County as a result of this item. The County's maintenance responsibilities are unmodified as a result, and are already included in Facilities Development and Operations, Facilities Management's operating budget.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 5/11/2026
 OFMB  5/11
 5/13/26
 Contract Development and Control 26.5.12.26

B. Legal Sufficiency:
 5/19/26
 Chief Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background and Justification (continued from page 1): Simultaneously, County entered into a license agreement (R2006-0083) with the Partnership for a Drug Free Community to provide various programs and services to supplement PBSO's programs. On April 21, 2009, pursuant to the First Restated Use Agreement (R2009-0640), PBSO assumed all programming at the Youth Center. The Second Restated Use Agreement (R2015-1790), executed in 2015, superseded the First Restated Use Agreement, extended the term through January 9, 2026, provided for two (2) additional five (5) year renewal periods, and revised certain provisions. Fire Rescue's designated use of interior space and the adjacent parking area is intended to support emergency response and operational activities without disrupting PBSO programming. The shared use provision reflects operational collaboration between PBSO and Fire Rescue, ensuring that both agencies can effectively carry out their respective missions at the property. Upon approval of the First Amendment, one (1) renewal option remains.

LOCATION MAP

ADDRESS: CABANA COLONY YOUTH CENTER –
12180 ALTERNATE A1A, PALM BEACH GARDENS 33410



FIRST AMENDMENT TO SECOND RESTATED USE AGREEMENT

THIS FIRST AMENDMENT to the Second Restated Use Agreement R2015-1790 dated December 15, 2015, (the "Agreement") is made as of June 9, 2016, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Ric L. Bradshaw, Sheriff, in his official capacity as Sheriff of Palm Beach County, ("Sheriff").

WITNESSETH:

WHEREAS, County is the owner of certain real property in Palm Beach County, Florida, known as the Cabana Colony Youth Center (the "Property"), with an address of 12180 Alternate A1A, Palm Beach Gardens, FL, 33410; and

WHEREAS, County has permitted Sheriff to operate a Teen Center at the Property since 2006; and

WHEREAS, County and Sheriff agree that the operation of the Teen Center furthers the goals and objectives of both agencies and the Cabana Colony area, and that operation of the Teen Center should be continued; and

WHEREAS, due to operational need, the County and Sheriff have agreed to designate a portion of the Property for use by the Palm Beach County Fire Rescue Division ("Fire Rescue"); and

WHEREAS, County and Sheriff desire to retroactively renew the term of the Agreement, designate Fire Rescue's location at the Property, and update certain terms and conditions.

NOW THEREFORE, in consideration of 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 and are incorporated herein by reference.
2. The term of the Agreement is renewed retroactively beginning on January 11, 2026, and shall continue through January 10, 2031, pursuant to the exercise of the first five (5) year renewal option.
3. Section 3 of the Agreement is amended to revise the Hours of Operation for the Cabana Colony Youth Center as follows:

Sheriff shall operate the Teen Center, at a minimum, according to the following schedule:

HOURS OF OPERATION

The Cabana Colony Youth Center's normal operating hours are:

Administrative Office:

Monday – Friday
11:00 am – 7:00 pm

Youth Center Hours

| | <i>In-School</i> | <i>Out of School & Summer</i> |
|---------------------|--|---|
| <i>Center Hours</i> | <i>Monday – Friday, 11:00 AM – 7:00 PM</i> | <i>Monday – Friday, 9:00 AM – 5:00 PM</i> |

All other provisions of Section 3 remain unchanged.

4. Section 18 of the Agreement is deleted in its entirety and replaced with the following:

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Sheriff warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

5. Section 19 of this Agreement is deleted in its entirety and replace with the following:

The Teen Center is identified as a “Criminal Justice Information Security (CJI) Facility” by Palm Beach County Resolution No. R2024-0549 and is therefore subject to a heightened level of security. Any person not employed by County or Sheriff requiring unescorted access in the Teen Center, including volunteers and independent contractors, is subject to a fingerprint-based criminal history records check and must receive clearance for unescorted access from County as provided for in Palm Beach County Ordinance 2024-0549, and from Sheriff.

6. The Agreement is hereby modified to add the following:

SECTION 23: E-VERIFY – EMPLOYMENT ELIGIBILITY

23.01 Sheriff warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Sheriff’s contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

23.02 County shall terminate this Agreement if it has a good faith belief that Sheriff has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

SECTION 24: SHARED USE BY FIRE RESCUE

24.01 Fire Rescue's use of the Property shall include: (i) the interior space (Interior Fire Rescue Area) and (ii) the east-facing parking lot (Designated Parking Area) adjacent to the Interior Fire Rescue Area, as depicted in Exhibit "A", which is attached hereto and incorporated herein.

24.02 The Interior Fire Rescue Area consists of approximately 1,500 square feet of interior space, including two (2) east-facing bays, with exclusive use of the bays and non-exclusive access to restroom facilities.

24.03 Fire Rescue shall have the right to use the Interior Fire Rescue Area and Designated Parking Area for fire rescue and emergency response purposes, and for related operational activities as determined by the County.

24.04 Sheriff acknowledges and agrees to such shared use and agrees to cooperate with County and Fire Rescue to ensure mutually compatible operations at the Property.

24.05 Fire Rescue shall be responsible for its own personnel, equipment, and operations at the Property.

24.06 Fire Rescue's use of the Fire Rescue Area and Designated Parking Area shall commence on July 1, 2026, and shall continue until the County, in its sole discretion, determines that such use is no longer needed.

7. Except as expressly modified above, all other terms and conditions of the Agreement are confirmed and remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this First Amendment to be signed on the day and year first above written.

MICHAEL A. CARUSO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:


By:  _____
Chief Assistant County Attorney

By:  _____
Jennifer Ferriol, Director
Facilities Development & Operations

ATTEST:

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

By: *Annette Marwin*
Witness Signature

By: 
Ric L. Bradshaw, Sheriff

By: Annette Marwin
Witness Print Name

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

By: *Roger B. Shutt*
PBSO Legal Advisor