

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____
 Budget Account No: Fund _____ Dept _____ Unit _____ Object _____

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

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Jim Bush 1-2-08
 OFMB VO 12/11
 OCTN 1-2-08

Dr. J. Jacoff 1/3/08
 Contract Development and Control
 E. Jones 1/3/08

B. Legal Sufficiency:

[Signature] 1/10/08
 Assistant County Attorney

This License Agreement complies with our review requirements. At the time of our review it was not executed.

C. Other Department Review:

 Department Director

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into _____, by and between the Town of Loxahatchee Groves, a municipal corporation organized and operating under the laws of the State of Florida, hereinafter referred to as "Town" and Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, Town is leasing certain real property in Palm Beach County, Florida, from Contemco Management Associates, Inc. for Yeas Corporation, known as Executive Suites #2 and #3 of Palm West Plaza located in Loxahatchee Groves, Florida (the "Property"); and

WHEREAS, Licensee desires to use and occupy a portion of the Property (the "Premises") on behalf of the Palm Beach County Sheriff ("Sheriff") who is to provide law enforcement services to Town; and

WHEREAS, Town is willing to grant Licensee a revocable license to use and occupy the Premises for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the Town hereby grants the Licensee a revocable license to use the Premises as hereinafter defined upon the following terms and conditions:

**ARTICLE I
BASIC PROVISIONS**

Section 1.01 Premises.

The Premises which are the subject of this Agreement consist of the space allocated to the Sheriff by the Town within the Property.

Section 1.02 Subject to Lease

Licensee acknowledges that this Agreement and Licensee's use and occupancy of the Premises are subject to and governed by the Lease Agreement between the Town and Contemco Management Associates, Inc.

Section 1.03 Parking.

Licensee shall have the non-exclusive right in common with Town to use the common parking area outside the Property during the term of this Agreement for ingress, egress, and vehicle parking.

Section 1.04 Length of Term and Effective Date.

The term of this Agreement shall commence on the date of full execution of this Agreement ("Effective Date"), and shall extend until September 30, 2008 (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement.

**ARTICLE II
LICENSE FEE**

Licensee shall be entitled to use the Premises without charge.

**ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY LICENSEE**

Section 3.01 Use of Premises.

The Premises shall be used for the establishment and operation of a Sheriff's substation and for general governmental purposes which includes office space for sworn and non-sworn personnel and a location for distribution of information, programs and services by the Sheriff's Office. The Premises may also be used for the preparation of reports and general Sheriff business. Licensee shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Town which consent shall not be unreasonably withheld.

Licensee shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. Licensee shall make no improvements, alterations or additions to the Premises without the prior written consent of Town.

Section 3.02 Access to Premises.

Licensee shall receive the keys and/or codes necessary to access the Premises and shall have continual access to the Premises every day during the term of this Agreement.

Section 3.03 Surrender of Premises.

Upon expiration or earlier termination of Licensee's license to use the Premises, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to Town in the same condition as it was upon execution of this Agreement, reasonable wear and tear excepted.

**ARTICLE IV
REPAIRS AND MAINTENANCE OF PREMISES**

Licensee shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises. All portions of the Premises shall be kept in good repair and condition by Town. Town shall fund and perform all custodial duties on the Premises.

**ARTICLE V
INSURANCE**

Licensee acknowledges that it is self-insured.

Upon request, Town shall provide Licensee with either: (A) a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One Hundred Thousand Dollars (\$100,000) per person and Two Hundred Thousand Dollars (\$200,000) per incident or occurrence or such monetary limits as may be set forth by the legislature, or (B) a certificate evidencing third-party Commercial General Liability at limits not less than \$500,000 combined single limit for bodily injury or property damage. Town shall maintain or self-insure for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

**ARTICLE VI
UTILITIES**

Town shall be solely responsible for and promptly pay directly to the utility or other provider of such service all charges and assessments for water, sewer, electricity, telephone, internet, a trash collection and removal or any other utility used or consumed on the Premises. Licensee shall fund the purchase and perform the installation of all communications equipment (telephone and data), furniture, non-fixed fixtures and other equipment necessary to operate the Sheriff's substation.

**ARTICLE VII
TERMINATION OF LICENSE**

The parties reserve the right to terminate this Agreement for any reason upon thirty (30) days notice to the other party to this Agreement. Upon termination of this Agreement by either party, each party shall be relieved of all further obligation hereunder accruing subsequent to the date of such termination.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.01 Entire Agreement.

This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between Town and Licensee

Lox Groves License for PBSO
11/26/07

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concerning the Premises. 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 Town or Licensee unless reduced to writing and signed by them.

Section 8.02 Notices.

Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed prepaid by certified mail return, receipt requested, addressed:

- (a) If to the County at:
Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

With a copy to:
Palm Beach County Sheriff's Office
Attn: Commander Contracts
3228 Gun Club Road
West Palm Beach, FL 33406
(561) 688-3000

- (b) If to the Licensee at:
Mayor David Browning
Town of Loxahatchee Groves
P.O. Box 1202
Loxahatchee, FL 33470
(561) 985-2103

With a copy to:
David N. Tolces, Town Attorney
Goren, Cherof, Doody, Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308-4395
(561) 276-9400

Section 8.03 Recording.

Licensee shall not record this Agreement, or any memorandum or short form thereof, without the written consent and joinder of Town.

Section 8.04 Waiver of Jury Trial.

The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

Section 8.05 Governing Law and Venue.

This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

Section 8.06 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

IN WITNESS WHEREOF, Town and Licensee have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

ATTEST:

TOWN OF LOXAHATCHEE GROVES:

Town Clerk

By: _____
Mayor David Browning

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Town Attorney

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AT TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: _____
Audrey Wolf, Director
Facilities Development & Operations

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