

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 9, 2010 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) a revised standard Public Safety Training License Agreement for use with federal agencies; and
- B) a revised standard Public Safety Training License Agreement for use with non-federal governmental agencies.

Summary: On August 16, 2005, the Board approved: (i) a standard license agreement for use when governmental public safety agencies request the use of County property/facilities to train their employees and (ii) the delegation of signature authority for execution of the license agreement to the County Administrator or his designee. Recently, the County has been receiving an increasing number of requests from federal agencies to conduct multi-agency public safety training, as well as from federal agencies who are unable to agree to the same indemnification and insurance provisions as other governmental agencies. Thus, Staff is presenting 2 standard form Public Safety Training License Agreements to replace the original standard Public Safety Training License Agreement, one for use with federal agencies and the other for use with non-federal governmental agencies. Both the federal and non-federal license agreements permit the licensee to conduct training activities for its personnel, as well as other governmental agencies' employees. As previously delegated, the Director of Facilities Development & Operations will sign the license agreement for use of County property/facilities on behalf of the County. (FDO Admin) Countywide (JM)

Background and Justification: These license agreements establish the standard terms and conditions under which governmental public safety agencies (Applicant) may use County-owned facilities and/or vacant property for public safety training activities. The Applicant must submit an application using the standard application which will become an attachment to the license agreement. Upon approval of the application, the County would enter into the license agreement with the agency. Based on the type of activity identified on the application, special use conditions or modifications to the standard terms may be set forth on the application, which may include: (i) reasonable time, place and manner restrictions; (ii) modified insurance and/or surrender condition requirements, upon approval of the Risk Management Department; or (iii) the ability of Licensee to use third-party trainers. The Federal Public Safety Training License Agreement also provides for: (i) alternative indemnification language; (ii) deletion of the requirements of self-insurance/third-party commercial general liability coverages and waiver of a jury trial; (iii) the venue for litigation to be Federal District Court located in Palm Beach County; and (iv) updates to the County's Notice provision. The Public Safety Training License Agreement for use with all non-federal governmental agencies contains minor revisions such as updates to the County's notice provision.

Attachments:

- Form of Standard License Agreement and Application (Federal)
- Form of Standard License Agreement and Application (Non-Federal)

Recommended By: Arman Wolf 2/11/10
Department Director Date

Approved By: [Signature] 3/1/10
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

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

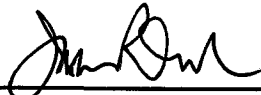
B. Recommended Sources of Funds/Summary of Fiscal Impact:

~~_____~~ No Fiscal Impact.

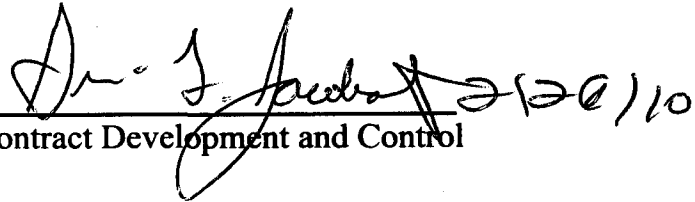
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

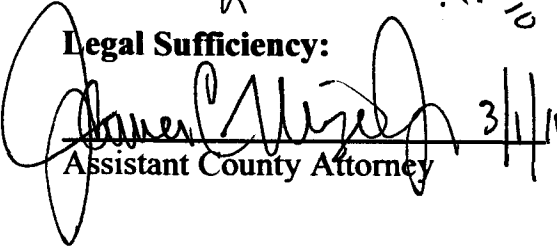


 OFMB
 2/2/10



 Contract Development and Control
 2/2/10

B. Legal Sufficiency:



 Assistant County Attorney
 3/1/10

C. Other Department Review:

 Department Director

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

STANDARD PUBLIC SAFETY TRAINING LICENSE AGREEMENT
WITH FEDERAL AGENCIES

This LICENSE AGREEMENT, made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County" and _____ hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, Licensee has applied to conduct training for public safety employees of the Licensee on the Application for Use of Palm Beach County Property/Improvements by Public Safety Agency (the "Application") attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, County owns or has use and control over the real property and improvements described on the Application; and

WHEREAS, County is willing to grant Licensee a revocable license to use the property for the purposes described on the Application and 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 County hereby grants the Licensee a revocable license to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

ARTICLE I
BASIC PROVISIONS

Section 1.01 Purpose

The purpose of this License Agreement is to provide access to County sites and buildings for live training by public safety agencies of public safety personnel. The use of actual sites and buildings improves the quality of training and, therefore, the quality of response by public safety agencies at County buildings during actual emergencies.

Section 1.02 Premises

The Premises, for the purpose of this License Agreement, is the property and/or improvements identified on the Application. The Application, which must include special conditions on Page 2 of the Application, is hereby made a part of this License Agreement. The

Licensee accepts the Premises in "as is" condition and accepts that the Premises may contain visible and/or hidden unknown hazards and hazardous materials. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to use of the Premises.

Section 1.03 Length of Term and Commencement Date

The term of this License Agreement shall be for the period of time listed on the Application unless terminated earlier pursuant to the provisions of this License Agreement. This License Agreement shall commence upon execution by both parties (the "Commencement Date").

**ARTICLE II
LICENSE FEE**

Section 2.01 License Fee

Licensee, simultaneous with its execution of this License Agreement, shall pay County for the use and occupancy of the Premises for the Term of this License Agreement a License Fee of one dollar (\$1.00). The Licensee shall be required to reimburse the County for all out of pocket expenses incurred by the County as a result of the Licensee's use.

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

Section 3.01 Use of Premises and Hours of Operation

Licensee shall use the Premises solely and exclusively for conducting public safety training for personnel of the Licensee, the County or other public safety agencies who: (i) are attending such training on-duty as part of his or her official duties or (ii) have executed a Participant Release, Indemnification and Assumption of Risks Agreement attached hereto as **Exhibit "B"** and incorporated herein by reference. Prior to the commencement of each training period, Licensee shall provide County with a list of all on-duty employees and executed Participant Release, Indemnification and Assumption of Risks Agreements, if applicable. All training activities shall be conducted by Licensee, the County or other public safety agencies on behalf of the Licensee. No third-party trainers shall be permitted to conduct training activities on the Premises, unless otherwise approved by the County and set forth in the special conditions on Page 2 of the Application. The training shall be limited to that which does not include burning or the live fire discharge of weapons, except as otherwise set forth in the Application. The County makes no representations about the capabilities or appropriateness of the Premises for the Licensee's use. Licensee shall not use, permit or suffer the use of the Premises for any other business or purpose whatsoever. Licensee shall only use the Premises during the time period reflected in the Application.

Section 3.02 Licensee's Work

During the course of the training, the Licensee shall abide by the conditions of use contained in the Application. The Licensee agrees to secure the Premises during and after each day's training and return the Premises to the same condition as before the Licensee's use, using materials of like kind and quality. The Licensee agrees and acknowledges that any such work performed by Licensee whether pursuant to this Section or otherwise, is performed and accomplished solely for the benefit and convenience of Licensee, and not for the benefit of County, such work being nevertheless subject to each and every provision of this License Agreement. The Licensee is prohibited from any work on the Premises beyond restoration. The Licensee shall obtain the prior approval of Facilities Development & Operations for any deliveries of equipment or supplies to the Premises.

Section 3.03 Waste or Nuisance

Licensee shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition, except as otherwise set forth in the Application. All refuse is to be removed from the Premises daily at Licensee's sole cost and expense and Licensee shall keep such refuse in proper fireproof containers on the interior of the Premises until removed. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

Licensee shall not use, store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, on the Premises or in any manner not permitted by law. Furthermore, Licensee shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws.

Section 3.04 Governmental Regulations

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all County and municipal ordinances and state and federal statutes now in force or which may hereafter be in force. Licensee shall comply with all ecological requirements related to its use of the Premises.

Section 3.05 Non-Discrimination

Licensee assures and certifies that it shall comply with Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion,

ancestry, sex, age, marital status, sexual orientation, disability or gender identity or expression with respect to any activity occurring on the Premises.

Section 3.06 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 any improvements approved in the Application and personal property from the Premises and shall surrender the Premises to the County in the condition the Premises were in as of the date of this License Agreement, unless otherwise allowed as a special condition to the Application. The foregoing includes, without limitation, the removal of trash, repair of any damages and cleaning of the area and equipment. The Licensee shall notify the County, with sufficient time for the County to inspect, of any damage resulting from Licensee's use prior to repair. The Licensee agrees to compensate Palm Beach County for any damage, repairs, or clean-up required, but not accomplished by Licensee, as determined by Facilities Development & Operations. The County shall not be responsible for items left by the Licensee.

Section 3.07 Security

Licensee shall be fully responsible for prohibiting unauthorized persons from entering the Premises during Licensee's use of the Premises and for leaving the Premises in a safe condition at the end of its use each day of the training period.

ARTICLE IV REPAIRS AND MAINTENANCE OF PREMISES

Section 4.01 Responsibility of County and Licensee

County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises to accommodate the Licensee's use of the Premises.

ARTICLE V LIABILITY AND INDEMNIFICATION

Section 5.01 Liability and Indemnification

The parties acknowledge that Title 31, United State Code, Section 1341 and Title 41, United States Code, Section 11 prohibit Federal agencies from entering any agreement that requires a Federal agency to indemnify and/or hold harmless another party where the amount of the government's liability is indefinite, indeterminate or potentially unlimited. The Licensee is a self-insured Federal entity supported by the U.S. Government. Under the Federal Tort Claims Act, Title 28 U.S.C 1346 et seq., the U.S. Government accepts liability for the loss or destruction of property or personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the government while acting within the scope of his or her office or employment.

**ARTICLE VI
UTILITIES**

Section 6.01 Responsibility for Utilities

County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises unless the responsibility for utilities is listed by the County as a condition of use on the Application. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

**ARTICLE VII
REVOCAION OF LICENSE**

Section 7.01 Revocation of License

Notwithstanding anything to the contrary contained herein, the rights granted to Licensee hereunder amount only to a license to use the Premises, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon Licensee's receipt of notice from County of the revocation of the license granted hereby, Licensee's right to utilize the Premises shall terminate and County shall be relieved of all further obligation hereunder accruing subsequent to the date of such termination. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this Agreement and for any obligations arising prior to such termination.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.01 Entire Agreement

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

Section 8.02 Notices

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with

Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5:00 p.m. on a business day and on the next business day if transmitted after 5:00 p.m., or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Facilities Development & Operations Department
Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Fax: (561) 233-0206

with a copy to:

Palm Beach County
Attn: County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401
Fax: (561) 355-6461

(b) If to the Licensee at:

Fax: _____

Any party may from time to time change the address to which notice shall be given such party, upon three (3) days prior written notice to the other party.

Section 8.03 Recording

Licensee shall not record this License Agreement, or any memorandum or short form thereof, in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

Section 8.04 Governing Law and Venue

This License Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be the Federal District Court located in Palm Beach County.

Section 8.05 Time of Essence

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

Section 8.06 Severability

If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

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

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

Director of Facilities Development &
Operations

LICENSEE:

WITNESS:

By: _____
Signature

By: _____
Signature

Print Witness Name

Print Licensee Name

EXHIBIT "A"

**APPLICATION FOR USE OF PALM BEACH COUNTY
PROPERTY/IMPROVEMENTS BY PUBLIC SAFETY AGENCY**

**APPLICATION FOR USE OF PALM BEACH COUNTY
PROPERTY/IMPROVEMENTS BY PUBLIC SAFETY AGENCY**

NAME OF APPLICANT: _____

ORGANIZATION: _____

PHONE NUMBER OF CONTACT PERSON: _____

ADDRESS: _____

TYPE OF ORGANIZATION/ACTIVITY: (Please Check One)

FIRE RESCUE _____ HEALTH _____ LAW ENFORCEMENT _____

COUNTY PROPERTY/ BUILDING REQUESTED (Include name of building and street address):

DATE(S) OF USE: _____

TIME(S) OF USE: _____ A.M. TO _____ A.M.
_____ P.M. TO _____ P.M

NATURE AND PURPOSE OF USE (Explain in detail and specifically identify any training which is destructive to the building/property either physically or cosmetically):

By signing below, I certify that I have the authority to represent and obligate the organization listed above.

Signature of Chief or Director of Agency: _____

TO BE PROVIDED BY FACILITIES DEVELOPMENT & OPERATIONS (after evaluation of application):

Conditions of Use:

APPROVED:

Director, Facilities Development & Operations
OR
Training Chief of PBC Fire Rescue

Date

EXHIBIT "B"

**PARTICIPANT RELEASE, INDEMNIFICATION
AND ASSUMPTION OF RISKS AGREEMENT**

**PARTICIPANT RELEASE, INDEMNIFICATION AND
ASSUMPTION OF RISKS AGREEMENT**

I, _____, enter into this Participant Release, Indemnification and Assumption of Risks Agreement (the Agreement) as a condition of, and in consideration for, being permitted to participate in training classes, activities or events (the "Training") at the Palm Beach County-owned property, located at _____, Florida ("the Facility"), during the period of time from _____ through _____.

The County shall not be responsible for any wages, salary, workers' compensation, disability benefits, or other compensation, remuneration or benefits to me relating to this Training. I shall not be deemed to be an employee or volunteer of the County for any purpose relating to this Training. If I am otherwise an employee or volunteer of the County, then I am attending the Training voluntarily and off duty, the Training is not directly related to my current position with the County, and the Training is not undertaken for the benefit of, or required by, the County. I shall not perform any productive work for the County during the Training.

Release and Indemnification: I shall, and hereby do, release, hold harmless, indemnify and agree not to sue the County from and for any and all claims, liabilities, damages of any kind, attorney's fees, costs and causes of action of any nature whatsoever, foreseen or unforeseen, now existing or hereafter accruing, including but not limited to personal injury, illness, death and property damage, which arise directly or indirectly from my participation in, observation of, or attendance at, the Training, whether caused, in whole or in part, by me, any student, invitee, or third-party, or by the County based on premise liability, strict liability or negligence of any kind, including but not limited to the County's maintenance, operation, supervision, instruction and/or emergency response at, of, or relating to, the Training or the Facility, or by any other cause whatsoever.

Assumption of Risks: The Training may involve hazardous, high-risk activities. The nature of the Training and the buildings, props, equipment and materials at the Facility may expose me to inherent dangers and risks. Unanticipated dangers may arise given the fast-paced, high-stress and dynamic nature of such Training. Unintentional negligent mistakes may be made by the County, instructors, supervisors or students during the Training. The risks to me may include, but are not limited to, personal injury, illness, death and property damage. I understand, accept, and expressly assume in full these and all other risks relating to the Training and/or the Facility, whether known or unknown, inherent or not inherent, anticipated or unanticipated. The County shall not be responsible for any such injury, illness, death or property damage.

This Agreement is intended to be a complete release and indemnification in favor of the County to the greatest extent allowed by law, and I am knowingly giving up substantial rights. Any reference to the "County" in this Agreement shall mean Palm Beach County, Florida, its officers, employees, agents, representatives and contract instructors, in both their official and personal capacities, and their respective heirs, successors and assigns. I am legally competent to sign this Agreement. This Agreement shall be binding on me and my heirs, assigns, executors, legal representatives and anyone else claiming through me. If any provision of this Agreement is held invalid, the remaining provisions of this Agreement shall remain in full legal force and effect. This Agreement shall survive after the Training and the time duration set forth above. This Agreement shall be governed by the laws of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida. **I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY. I HEREBY AFFIRM, STIPULATE, REPRESENT, WARRANT AND AGREE TO ALL THE STATEMENTS, TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.**

Name of Participant (please print)

Address of Participant

Signature of Participant

Date

Witness

Witness

STANDARD PUBLIC SAFETY TRAINING LICENSE AGREEMENT
WITH NON-FEDERAL GOVERNMENTAL AGENCIES

This **LICENSE AGREEMENT**, made and entered into this _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and _____, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, Licensee has applied to conduct training for public safety employees of the Licensee on the Application for Use of Palm Beach County Property/Improvements by Public Safety Agency (the "Application") attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, County owns or has use and control over the real property and improvements described on the Application; and

WHEREAS, County is willing to grant Licensee a revocable license to use the property for the purposes described on the Application and hereinafter defined.

NOW THEREFORE, in consideration of the covenants and License Agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby grants the Licensee a revocable license to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

ARTICLE I
BASIC PROVISIONS

Section 1.01 Purpose

The purpose of this License Agreement is to provide access to County sites and buildings for live training by public safety agencies. The use of actual sites and buildings improves the quality of training and, therefore, the quality of response by public safety agencies at County buildings during actual emergencies.

Section 1.02 Premises

The Premises, for the purpose of this License Agreement, is the property and/or improvements identified on the Application. The Application, which must include special conditions on Page 2 of the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in "as is" condition and accepts that the Premises may contain visible and/or hidden unknown hazards and hazardous materials. The County is in no way

representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to use of the Premises.

Section 1.03 Length of Term and Commencement Date

The term of this License Agreement shall be for the period of time listed on the Application unless terminated earlier pursuant to the provisions of this License Agreement. This License Agreement shall commence upon execution by both parties (the "Commencement Date").

**ARTICLE II
LICENSE FEE**

Section 2.01 License Fee

Licensee, simultaneous with its execution of this License Agreement, shall pay County for the use and occupancy of the Premises for the Term of this License Agreement a License Fee of one dollar (\$1.00). The Licensee shall be required to reimburse the County for all out of pocket expenses incurred by the County as a result of the Licensee's use.

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

Section 3.01 Use of Premises and Hours of Operation

Licensee shall use the Premises solely and exclusively for conducting public safety training for personnel of the Licensee, the County or other public safety agencies who: (i) are attending such training on-duty as part of his or her official duties or (ii) have executed a Participant Release, Indemnification and Assumption of Risks Agreement attached hereto as **Exhibit "B"** and incorporated herein by reference. Prior to the commencement of each training period, Licensee shall provide County with a list of all on-duty employees and executed Participant Release, Indemnification and Assumption of Risks Agreements, if applicable. All training activities shall be conducted by Licensee, the County or other public safety agencies on behalf of the Licensee. No third-party trainers shall be permitted to conduct training activities on the Premises, unless otherwise approved by the County and set forth in the special conditions on Page 2 of the Application. The training shall be limited to that which does not include burning or the live fire discharge of weapons. The County makes no representations about the capabilities or appropriateness of the Premises for the Licensee's use. Licensee shall not use, permit or suffer the use of the Premises for any other business or purpose whatsoever. Licensee shall only use the Premises during the time period reflected in the Application.

Section 3.02 Licensee's Work

During the course of the training, the Licensee shall abide by the conditions of use contained in the Application. The Licensee agrees to secure the Premises during and after each day's training and return the Premises to the same condition as before the Licensee's use, using materials of like kind and quality. The Licensee agrees and acknowledges that any such work

performed by Licensee whether pursuant to this Section or otherwise, is performed and accomplished solely for the benefit and convenience of Licensee, and not for the benefit of County, such work being nevertheless subject to each and every provision of this License Agreement. The Licensee is prohibited from any work on the Premises beyond restoration. The Licensee shall obtain the prior approval of Facilities Development & Operations for any deliveries of equipment or supplies to the Premises.

Section 3.03 Waste or Nuisance

Licensee shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises daily at Licensee's sole cost and expense and Licensee shall keep such refuse in proper fireproof containers on the interior of the Premises until removed. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

Section 3.04 Governmental Regulations

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all County and municipal ordinances and state and federal statutes now in force or which may hereafter be in force. Licensee shall comply with all ecological requirements related to its use of the Premises. Licensee shall not use, store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, on the Premises or in any manner not permitted by law. Furthermore, Licensee shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. Licensee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. Licensee's indemnification obligations set forth in the foregoing shall survive termination of this License Agreement.

Section 3.05 Non-Discrimination

Licensee assures and certifies that it shall comply with Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, or gender identity or expression with respect to any activity occurring on the Premises.

Section 3.06 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 any improvements approved in the Application and personal property from the Premises and shall surrender the Premises to the County in the condition the Premises were in as of the date of this License Agreement. The foregoing includes, without limitation, the removal of trash, repair of any damages and cleaning of the area and equipment. The Licensee shall notify the County, with sufficient time for the County to inspect, of any damage resulting from Licensee's use prior to repair. The Licensee agrees to compensate Palm Beach County for any damage, repairs, or clean-up required, but not accomplished by Licensee, as determined by Facilities Development & Operations. Palm Beach County shall not be responsible for items left by the Licensee.

Section 3.07 Security

Licensee shall be fully responsible for prohibiting unauthorized persons from entering the Premises during Licensee's use of the Premises and for leaving the Premises in a safe condition at the end of its use each day of the training period.

**ARTICLE IV
REPAIRS AND MAINTENANCE OF PREMISES**

Section 4.01 Responsibility of County and Licensee

County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises to accommodate the Licensee's use of the Premises.

**ARTICLE V
INSURANCE AND INDEMNITY**

Section 5.01 Liability Insurance

Licensee acknowledges without waiving the right to sovereign immunity as provided by Florida Statutes 768.28, that Licensee is self-insured for general liability and automobile liability under Florida sovereign immunity statutes with coverage limits of \$100,000 per person and \$200,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

In the event that Licensee maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Florida Statutes 768.28. Licensee shall maintain said insurance policy at limits not less than \$500,000 each occurrence. Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development

& Operations Department. The additional insured endorsement shall provide coverage on a primary basis.

If requested, Licensee shall provide a statement or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status which the County agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing insurance requirements shall not relieve Licensee of its liability and obligations under this License Agreement.

Licensee's self-insurance or general liability insurance shall be primary with respect to any coverage afforded to or maintained by the County.

Section 5.02 Indemnification of County

Each party shall be liable for its own actions and negligence and to the extent permitted by law; Licensee shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Licensee's acts, errors or omissions in connection with this License Agreement. In the event the County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless in connection with such litigation and any appeals thereof. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's own negligent, willful or intentional acts or omissions. This Section shall survive termination of this License Agreement.

ARTICLE VI UTILITIES

Section 6.01 Responsibility for Utilities

County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises unless the responsibility for utilities is listed by the County as a condition of use on the Application. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

ARTICLE VII REVOCATION OF LICENSE

Section 7.01 Revocation of License

Notwithstanding anything to the contrary contained herein, the rights granted to Licensee hereunder amount only to a license to use the Premises, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon Licensee's receipt of notice

from County of the revocation of the license granted hereby, Licensee's right to utilize the Premises shall terminate and County shall be relieved of all further obligation hereunder accruing subsequent to the date of such termination. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Entire Agreement

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

Section 8.02 Notices

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5:00 p.m. on a business day and on the next business day if transmitted after 5:00 p.m., or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the County at:

Facilities Development & Operations Department
Business & Community License Manager
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Fax: (561) 233-0206

with a copy to:

Palm Beach County
Attn: County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401
Fax: (561) 355-6491

(b) If to the Licensee at:

Fax: _____

Any party may from time to time change the address to which notice shall be given such party, upon three (3) days prior written notice to the other party.

Section 8.03 Recording

Licensee shall not record this License Agreement, or any memorandum or short form thereof, in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

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 LICENSE AGREEMENT.

Section 8.05 Governing Law and Venue

This License Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be 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 License Agreement in which time of performance is a factor.

Section 8.07 Severability

If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

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

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

Director of Facilities Development &
Operations

APPROVED AS TO TERMS
AND CONDITIONS

Palm Beach County Fire Rescue
Training Bureau Chief
(if Licensee is Fire Rescue or public health
agency)

OR

Captain, Palm Beach County Sheriff's Office
Training Bureau
(if Licensee is law enforcement agency)

WITNESS:

By: _____
Signature

Print Witness Name

LICENSEE:

By: _____
Signature

Type or Print Name and Title

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EXHIBIT "A"

**APPLICATION FOR USE OF PALM BEACH COUNTY
PROPERTY/IMPROVEMENTS BY PUBLIC SAFETY AGENCY**

**APPLICATION FOR USE OF PALM BEACH COUNTY
PROPERTY/IMPROVEMENTS BY PUBLIC SAFETY AGENCY**

NAME OF APPLICANT: _____

ORGANIZATION: _____

PHONE NUMBER OF CONTACT PERSON: _____

ADDRESS: _____

TYPE OF ORGANIZATION/ACTIVITY: (Please Check One)

FIRE RESCUE _____ HEALTH _____ LAW ENFORCEMENT _____

COUNTY PROPERTY/ BUILDING REQUESTED (Include name of building and street address):

DATE(S) OF USE: _____

TIME(S) OF USE: _____ A.M. TO _____ A.M.
 P.M. TO _____ P.M

NATURE AND PURPOSE OF USE (Explain in detail and specifically identify any training which is destructive to the building/property either physically or cosmetically):

By signing below, I certify that I have the authority to represent and obligate the organization listed above.

Signature of Chief or Director of Agency: _____

TO BE PROVIDED BY FACILITIES DEVELOPMENT & OPERATIONS (after evaluation of application):

Conditions of Use:

APPROVED:

Director, Facilities Development & Operations
OR
Training Chief of PBC Fire Rescue

Date

EXHIBIT "B"

**PARTICIPANT RELEASE, INDEMNIFICATION
AND ASSUMPTION OF RISKS AGREEMENT**

**PARTICIPANT RELEASE, INDEMNIFICATION AND
ASSUMPTION OF RISKS AGREEMENT**

I, _____, enter into this Participant Release, Indemnification and Assumption of Risks Agreement (the Agreement) as a condition of, and in consideration for, being permitted to participate in training classes, activities or events (the "Training") at the Palm Beach County-owned property, located at _____, Florida ("the Facility"), during the period of time from _____ through _____.

The County shall not be responsible for any wages, salary, workers' compensation, disability benefits, or other compensation, remuneration or benefits to me relating to this Training. I shall not be deemed to be an employee or volunteer of the County for any purpose relating to this Training. If I am otherwise an employee or volunteer of the County, then I am attending the Training voluntarily and off duty, the Training is not directly related to my current position with the County, and the Training is not undertaken for the benefit of, or required by, the County. I shall not perform any productive work for the County during the Training.

Release and Indemnification: I shall, and hereby do, release, hold harmless, indemnify and agree not to sue the County from and for any and all claims, liabilities, damages of any kind, attorney's fees, costs and causes of action of any nature whatsoever, foreseen or unforeseen, now existing or hereafter accruing, including but not limited to personal injury, illness, death and property damage, which arise directly or indirectly from my participation in, observation of, or attendance at, the Training, whether caused, in whole or in part, by me, any student, invitee, or third-party, or by the County based on premise liability, strict liability or negligence of any kind, including but not limited to the County's maintenance, operation, supervision, instruction and/or emergency response at, of, or relating to, the Training or the Facility, or by any other cause whatsoever.

Assumption of Risks: The Training may involve hazardous, high-risk activities. The nature of the Training and the buildings, props, equipment and materials at the Facility may expose me to inherent dangers and risks. Unanticipated dangers may arise given the fast-paced, high-stress and dynamic nature of such Training. Unintentional negligent mistakes may be made by the County, instructors, supervisors or students during the Training. The risks to me may include, but are not limited to, personal injury, illness, death and property damage. I understand, accept, and expressly assume in full these and all other risks relating to the Training and/or the Facility, whether known or unknown, inherent or not inherent, anticipated or unanticipated. The County shall not be responsible for any such injury, illness, death or property damage.

This Agreement is intended to be a complete release and indemnification in favor of the County to the greatest extent allowed by law, and I am knowingly giving up substantial rights. Any reference to the "County" in this Agreement shall mean Palm Beach County, Florida, its officers, employees, agents, representatives and contract instructors, in both their official and personal capacities, and their respective heirs, successors and assigns. I am legally competent to sign this Agreement. This Agreement shall be binding on me and my heirs, assigns, executors, legal representatives and anyone else claiming through me. If any provision of this Agreement is held invalid, the remaining provisions of this Agreement shall remain in full legal force and effect. This Agreement shall survive after the Training and the time duration set forth above. This Agreement shall be governed by the laws of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida. **I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY. I HEREBY AFFIRM, STIPULATE, REPRESENT, WARRANT AND AGREE TO ALL THE STATEMENTS, TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.**

Name of Participant (please print)

Address of Participant

Signature of Participant

Date

Witness

Witness