



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$4,583.33)	(\$5,000)	(\$5,000)	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	(\$4,583.33)	(\$5,000)	(\$5,000)	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes _____	No <u>X</u>			
Budget Account No:	Fund _____	Dept _____	Unit _____	Object _____	

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

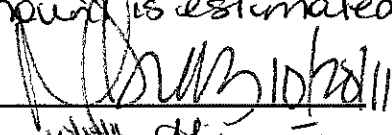
Palm Tran will receive the full \$5,000 as revenue to off-set their operating costs.

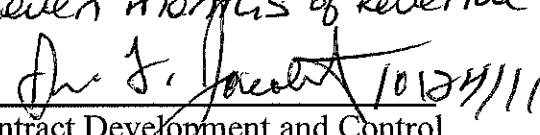
**C. Departmental Fiscal Review:** \_\_\_\_\_ *10-14-11*

**III. REVIEW COMMENTS**

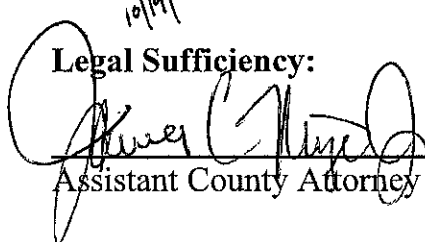
**A. OFMB Fiscal and/or Contract Development Comments:**

*FY2012 amount is estimated at eleven months of revenue.*

 *10/20/11*  
 OFMB *10/19/11* *10/19/11* *10/19/11*

 *10/24/11*  
 Contract Development and Control *10-24-11 B. Schreier*

**B. Legal Sufficiency:**

 *10/25/11*  
 Assistant County Attorney

**C. Other Department Review:**

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

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

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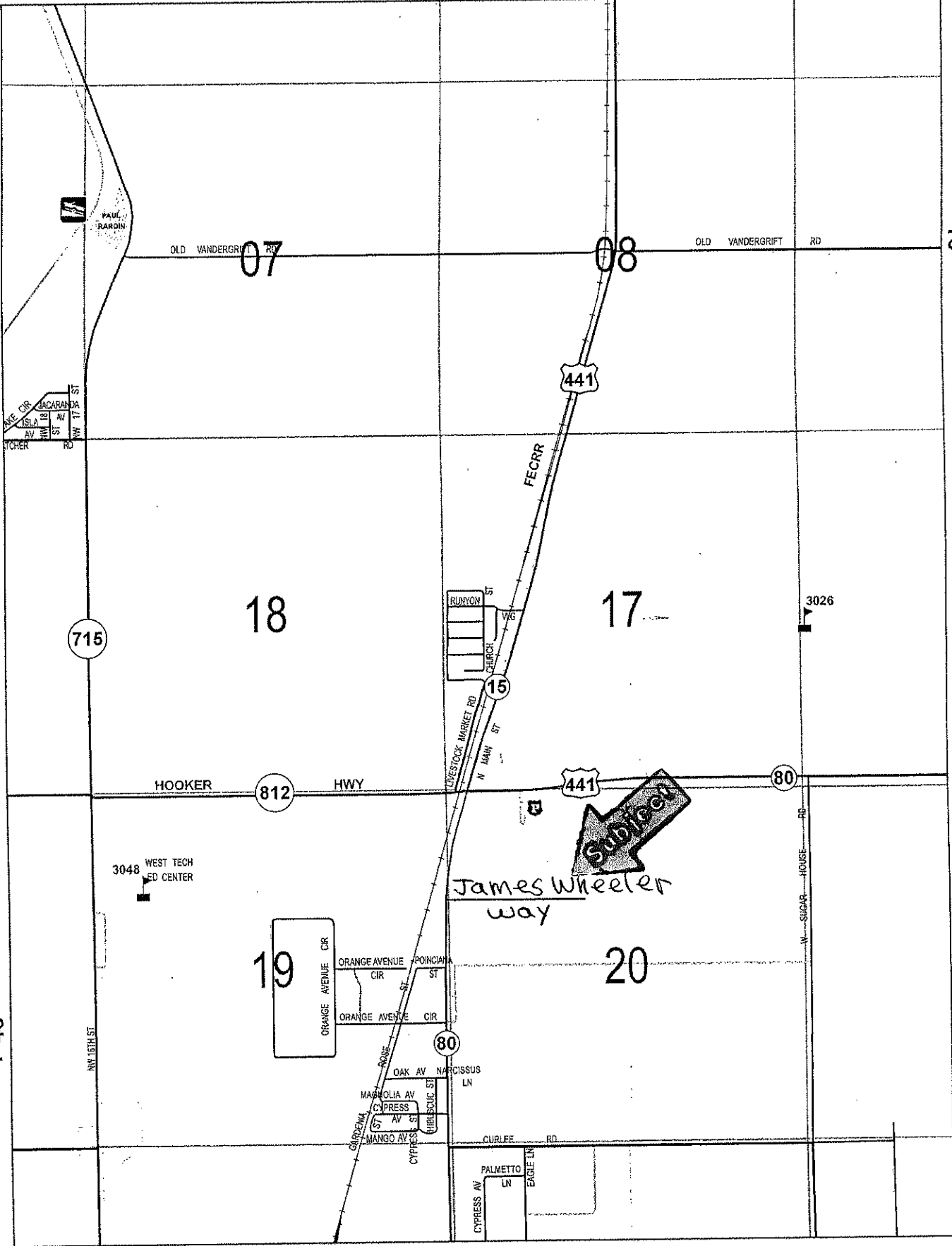
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# LOCATION MAP



## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_, 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, a State Constitutional Officer ("Sheriff").

### WITNESSETH:

**WHEREAS**, County is the owner of certain real property in Palm Beach County, Florida, known as the Belle Glade Maintenance Facility, with an address of 38601 James Wheeler Way, Belle Glade, Florida 33430 ("Property"); and

**WHEREAS**, Palm Tran serves the public transportation needs of the County's Western Communities, which are isolated from Palm Tran's full service maintenance facilities located in coastal Palm Beach County; and

**WHEREAS**, the decision to construct the facility in Belle Glade was based solely on increasing the provision of: 1) effective preventative maintenance services and 2) a secure and safe environment for the drivers to work from as reflected in the greatest percentage of project costs being spent for these purposes; and

**WHEREAS**, due to the unique environmental conditions in the County's Western Communities which, if unattended to, can lead to blind spots due to bugs and airborne particulates, the Property was designed to include an automated bus/car wash system ("Bus Wash") to enhance driver and passenger safety; and

**WHEREAS**, Sheriff has an officer and public safety need to utilize the Bus Wash to remove bugs and airborne particulates from Sheriff-owned vehicles, mid-shift; and

**WHEREAS**, the County has a need for the Sheriff's presence at the Property for law enforcement/security purposes, which is necessary due to the isolated location of the Property; and

**WHEREAS**, the County and Sheriff have each determined that the value of the benefits received from this partnership exceed the costs to each party; and

**WHEREAS**, the County and the Sheriff agree that there is a mutual benefit to both the County and Sheriff in allowing the Sheriff to utilize the Bus Wash.

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

## ARTICLE I BASIC PROVISIONS

**Section 1.01 Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

**Section 1.02 Premises.** The Premises which is the subject of this Agreement consists of the Bus Wash depicted on the Map attached hereto as Exhibit "A", and made a part hereof (the "Premises"). The Sheriff shall have a non-exclusive license over, upon and across the Premises, together with the common area of the Property to allow Sheriff's employees access to and use of the Premises, subject to the use restrictions set forth in Section 3.01 and other terms hereof.

**Section 1.03 Length of Term, Hours of Operation and Effective Date.** The term of this Agreement shall commence upon the approval of this Agreement by the Palm Beach County Board of County Commissioners ("Effective Date"), and shall extend for a period of three (3) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement. The Premises shall be available for use seven (7) days a week, three hundred and sixty-five (365) days a year.

**Section 1.04 Non-Exclusive License Agreement.** This Agreement is non-exclusive and County reserves the right to enter and use the Premises for its own purposes and to allow others to use the Premises.

**Section 1.05 Termination of Agreement.** Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement for any reason whatsoever upon thirty (30) days written notice to the other party. Upon such termination, the County and the Sheriff shall be relieved of their obligations hereunder, except those obligations arising prior to such termination.

## ARTICLE II LICENSE FEE

The Sheriff shall pay the County an annual License Fee in the amount of Five Thousand Dollars 00/100 (\$5,000.00). The first payment of the License Fee shall be paid to the County within thirty (30) days of the Effective Date of this Agreement. All subsequent annual payments of the License Fee shall be payable within fifteen (15) days of each anniversary of the Effective Date during the Term of this Agreement. Payment of the License Fee will be made upon the receipt of an invoice from the County mailed to the Palm Beach County Finance Department at P.O. Box 4036, West Palm Beach, Florida 33402. Each invoice must be received at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due. Payments shall be made payable to the Palm Beach County Board of County Commissioners. All license fees shall be for the benefit of Palm Tran to offset operation and maintenance costs of the Bus Wash.

## ARTICLE III CONDUCT OF BUSINESS AND USE OF PREMISES BY SHERIFF

**Section 3.01 Use of Premises.** Sheriff shall have the non-exclusive use of the Premises on an as needed basis, solely and exclusively to utilize the Bus Wash to wash Sheriff owned vehicles used by sworn law enforcement or corrections personnel. This Agreement does not allow for use of the Premises by civilian employees or volunteers even in the event that they are assigned Sheriff owned vehicles nor does it allow the Sheriff access to any other structure on the Property, but for the Bus

Wash. Sheriff shall not use, permit or suffer the use of the Premises for any other business or purpose whatsoever, nor permit any non-Sheriff personnel to use the Premises. The use of the Premises by the Sheriff shall not interfere with the County's use or operation of the Premises. Sheriff shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, the Sheriff shall postpone its use of the Premises until the County notifies the Sheriff that it is safe to resume use of the Premises.

**Section 3.02 Waste or Nuisance.** Sheriff shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or Property or which may affect County's fee interest in the Premises. Sheriff shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

**Section 3.03 Governmental Regulations.** Sheriff shall, at Sheriff's sole cost and expense, 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 Sheriff or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

#### **ARTICLE IV REPAIRS, MAINTENANCE AND OPERATIONS OF PREMISES**

**Section 4.01 Responsibility of Sheriff.** Sheriff has no responsibility for maintenance of the Premises. In the event of any damage to the Premises which the County can reasonably attribute to the Sheriff, County may complete the necessary repairs and invoice the Sheriff for such costs. Sheriff shall reimburse County for all expenses incurred by its damage to the Premises. Under no circumstance shall any improvements, alterations or additions to the Premises be performed by the Sheriff.

**Section 4.02 Responsibility of County.** County shall maintain, repair and keep the Premises in good condition and repair at County's sole cost and expense. Throughout the Term of this Agreement, County shall be responsible for all operating costs for the Premises, including all utilities. Sheriff agrees to adopt and enforce any reasonable access and operational rules and regulations necessary to assist the County in carrying out its maintenance responsibilities pursuant to this Section.

#### **ARTICLE V INDEMNITY**

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify and hold harmless the Sheriff against any actions, claims or damages arising out of the County's negligence in connection with this Agreement, and Sheriff shall indemnify and hold harmless the County against any actions, claims, or damages arising out of the Sheriff's negligence in connection with this Agreement. 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 for such other party's negligent, willful or intentional acts or omissions.

**ARTICLE VI  
REVOCATION OF LICENSE**

Notwithstanding anything to the contrary contained herein, the rights granted to Sheriff hereunder amount only to a license to use the Premises, which license is expressly revocable by County for any reason whatsoever upon thirty (30) days prior written notice to Sheriff. Upon Sheriff's receipt of notice from County of the revocation of the license granted hereby, Sheriff shall immediately vacate the Premises, whereupon this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

**ARTICLE VII  
ACCESS**

If during the Term of this Agreement the County implements an access code system in order to utilize the Bus Wash, the County shall provide the Sheriff with a code so that the Sheriff has access to the Bus Wash.

**ARTICLE VIII  
MISCELLANEOUS**

**Section 8.01 County's Representative.** The County's Representative for all operational matters during the Term of this Agreement shall be Chuck Cohen, Executive Director, an employee of Palm Tran, whose telephone number is (561) 841-4210, or such other person who may be designated by the County in writing from time to time.

**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 (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any such notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5:00 pm on a business day and on the next business day if transmitted after 5:00 pm 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 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:

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

(b) If to the Sheriff at:

George Forman, Deputy Director  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, Florida 33406  
Fax: (561) 688-3691

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

**Section 8.03 Survival.** Notwithstanding anything herein that is or may be construed to the contrary, any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the Term of this Agreement shall survive the expiration or earlier termination of this Agreement.

**Section 8.04 Entire Agreement.** This 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 Sheriff 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 County or Sheriff unless reduced to writing and signed by them.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)



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

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

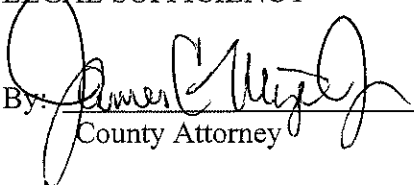
By: \_\_\_\_\_  
Deputy Clerk

COUNTY:


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

By: \_\_\_\_\_  
Karen T. Marcus, Chair

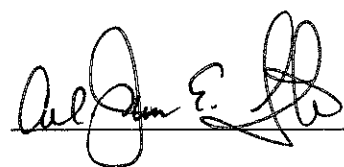
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:  \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By:  \_\_\_\_\_  
Department Director

ATTEST:

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

SHERIFF:

RIC L. BRADSHAW, IN HIS OFFICIAL  
CAPACITY AS SHERIFF OF PALM  
BEACH COUNTY, FLORIDA  
a State Constitutional Officer

By: \_\_\_\_\_  
Ric L. Bradshaw, Sheriff

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:  \_\_\_\_\_  
Sheriff's Legal Advisor

Exhibit "A"

Map



BUS WASH  
2,127 S.F.  
1 STORY HEIGHT  
18'-6"

