



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>_____*</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

**Is Item Included in Current Budget:** Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

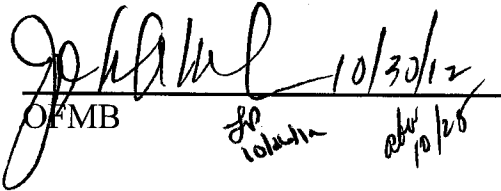
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

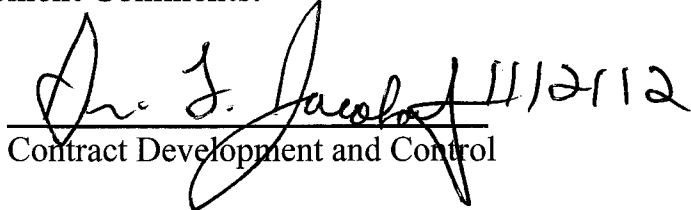
\*No fiscal impact.

**C. Departmental Fiscal Review:** \_\_\_\_\_

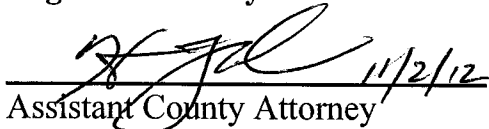
**III. REVIEW COMMENTS**

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

  
 OFMB *so 10/24/12 ebw 10/26*

  
 Contract Development and Control

**B. Legal Sufficiency:**

  
 Assistant County Attorney *11/2/12*

**C. Other Department Review:**

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

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



## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (“Agreement”), made and entered into this \_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between Palm Beach  
County, a political subdivision of the State of Florida, hereinafter referred to as “County”  
and the Town of Jupiter, a municipal corporation of the State of Florida, hereinafter  
referred to as “Licensee”. Licensee and the County are hereinafter referred to collectively  
as the “Parties”

### WITNESSETH:

**WHEREAS**, County is the owner of certain real property in Palm Beach County,  
Florida, known as the West Jupiter Community Center (“Center”) with an address of  
6415 Indiantown Road, Jupiter, Florida 33458; and

**WHEREAS**, Licensee desires to use and occupy certain space within the  
County’s Community Action Program Office located in the Center for the purpose of  
providing certain services to Licensee’s and County’s residents; and

**WHEREAS**, County has agreed to grant Licensee a revocable license to use a  
portion of the Center 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 County  
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 Recitals.** The foregoing recitals are true and correct and incorporated  
herein by reference.

**Section 1.02 Premises.** The Premises which are the subject of this Agreement consists  
of one (1) office (the “Premises”) within the Community Action Program Office located  
in the Center. County may relocate the Premises to another location within the Center at  
its sole discretion. Licensee shall have a non-exclusive license over, upon and across the  
Premises, together with the common area of Center to allow access to and use of the  
Premises by the person providing Services, as defined hereinafter, on behalf of the  
Licensee (the “Worker”). In addition, the Worker operating out of the Premises shall

have the non-exclusive right to use a parking space in the parking lot at the Center on a first come, first served basis.

**Section 1.03 Length of Term and Commencement Date.** The term of this Agreement shall commence upon the approval of this Agreement by the Palm Beach County Board of County Commissioners, and shall extend and continue on thereafter, on a year to year basis (the "Term"), under the same terms and conditions herein provided, unless terminated earlier pursuant to the provisions herein, amended or replaced with another agreement. This Agreement may be terminated by either party upon thirty (30) days advance written notice to the individuals identified in Section 9.02. Upon such termination the County and the Licensee shall be relieved of their obligations hereunder, except those obligations arising prior to such termination and those obligations that survive the expiration or early termination 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.** Licensee shall use the Premises solely and exclusively for general office purposes associated with the provision of the following services to County residents: (i) assistance in applying for food stamps, cash assistance and Medicaid benefits and (ii) referrals to the County's Community Action Program and other assistance programs (the foregoing shall collectively be referred to as the "Services"). Licensee shall not use, permit or suffer the use of the Premises for any other business or purpose whatsoever, nor permit use the Premises by any personnel not employed by or working on behalf of Licensee. Licensee's use of the Premises shall be limited to the County's operating hours for the Center.

**Section 3.02 Licensee's Work.** Licensee acknowledges that it has inspected the Premises, and hereby accepts the Premises in its "As-Is Condition". No improvements, alterations or additions to the Premises shall be performed by the Licensee.

**Section 3.03 Waste or Nuisance.** Licensee 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 Center or which may affect County's fee interest in the Premises or Center. Licensee shall not store or dispose any

contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

**Section 3.04 Governmental Regulations.** Licensee shall, at Licensee'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 Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances, county policies and procedures posted at <http://pbportal.pbcgov.org/PPM/Forms/Allitems.aspx>, and state and federal statutes now in force or which may hereafter be in force.

**Section 3.05 Non-Discrimination.** Licensee shall assure and hereby certifies that it will comply with the Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, or disability 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 all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in as of the date of this Agreement, reasonable wear and tear excepted.

#### **ARTICLE IV ROLES AND RESPONSIBILITIES**

The roles and responsibilities for County and Licensee are as follows:

- The County will provide, at its sole cost and expense, for the use of Licensee: a desk, computer, and telephone (including local telephone call service) in the Premises; and the non-exclusive use of a fax, printer, and copier used in common with County staff.
- Licensee will provide, at its sole cost and expense, its own general office supplies (i.e. paper, pens, stamps, envelopes, ink, etc). Licensee may provide its own printer and/or copier with the pre-approval of County, which approval may be granted or denied in County's sole and absolute discretion.
- Licensee will coordinate with the County's Representative to synchronize work schedules with consideration to County holidays, vacation days, etc.

- The County will coordinate office hour schedules with the Worker.
- The County will coordinate with the Worker to refer Community Action Program clients for Services.
- The County will coordinate with the Worker to obtain documentation for adherence to all Federal and/or State certifications and representations required by the funding source for Community Action Program clients.
- Licensee will provide household income information and documentation regarding residents Community Action Program eligibility to Community Action Program staff upon request.

## **ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES**

**Section 5.01 Responsibility of Licensee.** Licensee has no responsibility for maintenance of the Premises. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Premises to County in good repair and condition as specified herein. In the event of any damage to the Premises by the Licensee, County may complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

**Section 5.02 Responsibility of County.** County agrees to maintain, repair and keep the Premises in good condition and repair at County's sole cost and expense. Licensee agrees to adopt and enforce any reasonable operational rules and regulations necessary to assist the County in carrying out its maintenance responsibilities pursuant to this Section.

**Section 5.03 County's Right to Enter.** County shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Article V and for purposes of inspection of the Premises generally. The County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Premises; provided however, the County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County work activity must take place within the Licensee's operating hours and will disrupt or interfere with the Licensee's operation, the County's Representative will provide 24 hours notice to Licensee.

## ARTICLE VI INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, Licensee acknowledges and represents that Licensee is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Licensee maintains third-party Commercial General Liability and Business Auto Liability, in lieu of exclusive reliance of self-insurance under Section 768.28 Florida Statutes, Licensee agrees to maintain said insurance policies at limits not less than \$500,000 each occurrence. Licensee agrees to add the County as an "Additional Insured" with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. 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 Property & Real Estate Management Division". Licensee agrees the Additional Insured endorsement provides coverage on a primary basis. Claims-bill indemnification style coverage shall not be considered third-party liability for the purpose of this paragraph.

Licensee agrees to ensure that the Worker identified in Section 1.02 of this Agreement is covered by Worker's Compensation & Employer's Liability Insurance in accordance with Florida Statute 440. Licensee shall provide proof of such coverage when requested.

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

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

Licensee agrees its self-insurance, general liability, and automobile liability insurance shall be primary as respects to any coverage afforded to or maintained by County.



## **ARTICLE VII INDEMNITY**

Licensee 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 its use and occupancy of the Premises and exercise of the rights granted by this Agreement including without limitation, its negligence in connection with this Agreement. Notwithstanding the foregoing, nothing in this Article shall be construed as a waiver of the Licensee's or County's present statutory sovereign immunity.

## **ARTICLE VIII UTILITIES AND SERVICES**

The County currently supplies all janitorial services and utilities to the Premises that are necessary for the Premises to be used for general office purposes and will continue to do so at the County's sole cost and expense throughout the Term of this Agreement. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

## **ARTICLE IX MISCELLANEOUS**

**Section 9.01 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 Licensee 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 Licensee unless reduced to writing and signed by them.

**Section 9.02 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:

Dept. of Community Services  
Attention: Community Action Program Coordinator  
810 Datura Street  
West Palm Beach, FL 33401  
Fax: 561-242-7336

with a copy to:

Property and Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605  
Fax: 561-233-0210

and

Palm Beach County Attorney's Office  
Attention: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
Fax: 561-355-4398

(b) If to the Licensee at:

Town of Jupiter  
Attention: Neighborhood Services Manager  
200 Military Trail, Suite 108  
Jupiter, FL 33458  
Fax: 561-741-0916

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 parties.

**Section 9.03 Agreement Administration.** The parties hereby designate the following people as their representatives for all matters regarding the administration of this Agreement:

County's Representative: James Green, CAP Coordinator  
Telephone: 561-355-4208 Email: Jgreen@pbcgov.org

Licensee's Representative: Satu Oksanen, Neighborhood Services Manager  
Telephone: 561-741-2524 Email: Satuo@jupiter.fl.us

If different representatives are designated after the execution of this Agreement, the name and contact information of the new representative shall be furnished in writing to the other party.

**Section 9.04 Criminal History Records Check.** Licensee shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance") if Licensee's employees, agents, or contractors are required under this Agreement to enter or work at the site of a "critical facility" as identified in Resolution R2003-1274. Licensee acknowledges and agrees that all employees, agents, and contractors who are to perform work in a critical facility will be subject to a fingerprint check based criminal history check.

**Section 9.05 Assignment.** Licensee may not assign, mortgage, pledge or encumber this Agreement in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of County, which may be granted or withheld at County's absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Agreement. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

**Section 9.06 Recording.** Licensee shall not record this Agreement, or any memorandum or short form thereof in the Public Records of Palm Beach County.

**Section 9.07 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 9.08 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 Palm Beach County.

**Section 9.09 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.

**Section 9.10 Annual Budgetary Funding.** This Agreement and all obligations of County hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

**Section 9.11 Construction.** No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 9.12 Waiver.** The waiver by County of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained.

**Section 9.13 Non-Exclusivity of Remedies.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 9.14 Retention of Records.** Licensee shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after the expiration or termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

**Section 9.15 Relationship of the Parties.** The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create an employer-employee, agency, partnership or joint venture relationship between the parties.

**Section 9.16 No Third Party Beneficiaries.** This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their respective successors and permitted assigns and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

**Section 9.17 Office of the Inspector General.** Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

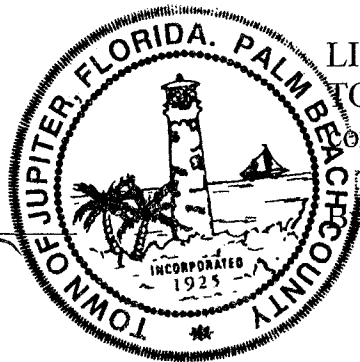
**Section 9.18 Effective Date of Agreement.** This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County 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 CLERK:

By: [Signature]



LICENSEE:  
TOWN OF JUPITER, a municipal Corporation of the State of Florida

[Signature]  
Karen J. Golonka Mayor

WITNESSES:

[Signature]  
Witness Signature

Satu Oksanen  
Print Witness Name

[Signature]  
Witness Signature

Berta Diaz  
Print Witness Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
Thomas J. Baird, Town Attorney

COUNTY:

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

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

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

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

WITNESSES:

\_\_\_\_\_  
Witness Signature

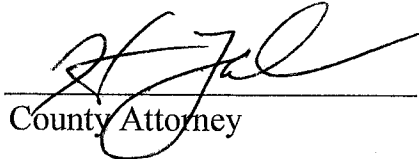
\_\_\_\_\_  
Print Witness Name

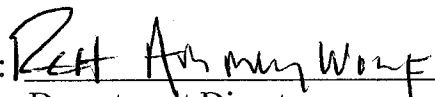
\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
County Attorney

By:   
Department Director