

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 16, 2013

[] Consent

[X] Regular

[] Ordinance

[] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a License Agreement with the City of Belle Glade (City) which grants the City the right to schedule and issue permits for the use of the Belle Glade Civic Center (Civic Center) which is located within the Palm Beach County Branch Library (Library).

Summary: On May 26, 2010, the Board approved an Interlocal Agreement (R2010-0813) (Interlocal Agreement) with the City requiring the County to construct a single facility housing both the Library and the Civic Center (together the Combined Community Facility). The Combined Community Facility is complete and the Civic Center is ready for use subject to approval of the License Agreement. The License Agreement sets forth the duties and responsibilities of the City and County relative to scheduling and processing applications for permits to use the Civic Center. Pursuant to this License Agreement, the City will be responsible for intaking, processing, approving, scheduling and calendaring the applications for permits to use the Civic Center. The County can pre-schedule the Civic Center for Library uses four (4) or more months in advance and can schedule additional uses on an as available basis. The City will be able to schedule and permit meetings, lectures and community programming (collectively Meetings) which do not involve food and beverage and are held during Library business hours without County review. The City may also schedule the Civic Center for private uses such as weddings, baby showers, birthdays and dances (collectively Events); however, no Meeting or Event shall conflict with the quiet enjoyment, operation and use of the Library. In order to ensure that Events do not conflict with Library operations and use, the County will review all Event permit applications and determine the appropriate special conditions to further define the limits of the use, custodial and security requirements and the costs related to such use. The special conditions will be attached without modification to the City issued permit. The City will be responsible for having an employee on-site during all Events to ensure compliance with the conditions of the permit, the Facility Rules and Use Policy and to perform various responsibilities related to safety and security. Alcohol will be permitted only at Events held after Library hours. There are no County fees for Meetings scheduled by the City. Events scheduled by City will be subject to a County administrative processing fee as well as the costs for custodial and/or security made necessary as a result of the Event (County Fees). The City will collect the County Fees and will remit those County Fees no less frequently than quarterly. The City's failure to collect or remit the required fees, failure to enforce or require special conditions relating to security, or failure to comply with representative responsibilities relating to security, may result in suspension of the License Agreement. In the event of a license suspension, County will assume the scheduling and will permit uses that are consistent with the License Agreement. City will also assess and collect City fees for administrative processing, facility use and the on-site City staff. A refundable deposit is also required. (FDO Admin) Countywide (MJ)

Background & Policy Issues: On May 26, 2010, the Board approved the Interlocal Agreement with the City. The Interlocal Agreement required the County to construct a single facility housing both the County Library and the City Civic Center (Combined Community Facility) on property leased to County by City. Upon occupancy of the Combined Community Facility, the Interlocal Agreement required the County grant the City a License Agreement including the right to schedule and permit the use of the Civic Center. The Civic Center consists of a single room with a capacity of 140 seated auditorium style, with an elevated stage, built-in audio video systems and a kitchenette. The Civic Center is dividable into two with capacities of 60 and 80 respectively. The Civic Center shares an entrance, lobby and restrooms with the Library which can be seen in Attachment 2.

The City intends to allow private uses of the Civic Center while County has traditionally limited permitted uses to civic, governmental or non-profit groups. The City is responsible for monitoring usages and for ensuring that applicants obtain required insurance certificates and comply with conditions of security imposed by County. The permitting process in the License Agreement generally follows County guidelines contained in PPM CW-O-024 (Use of County Owned Properties for Non-County Activities) with variations that are highlighted below.

(Continued on Page 3)

Attachments:

- 1. License Agreement
2. Civic Center Floor Plan

Recommended By: [Signature] Department Director
6/20/13 Date

Approved By: [Signature] County Administrator
7/2/13 Date

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)	_____	_____	_____	_____	_____
NET FISCAL IMPACT					
# 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:

There is no fiscal impact associated with this item. The License Agreement will be administered by Facilities Development and Operations. All costs incurred by the County as a result of the use of the Civic Center for non Library Meetings and Events (supplemental custodial, security costs, and repair of damage) will be paid from Facilities Development and Operation's ad valorem operating budget and reimbursed by fees collected by the City from the Applicants, resulting in no net impact to the County.

C. Departmental Fiscal Review: _____ *6-20-13*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

_____ *6/20/13*
 OFMB _____ *6/27/13*
 Contract Development and Control
 7-27-13 *6/27/13*

B. Legal Sufficiency:

_____ *7/1/13*
 Assistant County Attorney

C. Other Department Review:

_____ *7/1/13*
 Department Director

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

LICENSE AGREEMENT VARIATIONS FROM COUNTY POLICY

Variations	License Agreement	PPM CW-0-024 Use of County Owned Property for Non-County Activities
Permit Issuance	City has the right to schedule and issue permits for the use of the Facility.	Facilities Development & Operations (FDO) solely approves the non-County use of County facilities pursuant to PPM CW-O-024.
Permitted Uses	Use includes private uses such as weddings, baby showers, birthdays, plays, and parties.	Only civic, community or government uses are permitted.
Permit Applications	There are two types of permit applications, (1) Meeting/Lecture, and (2) Event. A Meeting/Lecture application does not require any County Review. City determines which application will apply to the proposed use. An Event application requires County review for determination of special conditions. The County review of Event applications will include a review by PBSO.	There is only one approved application form. All applications require FDO review for determination of special conditions.
Facility Rules and Use Policy (Facility Rules)	No variation in the Facility Rules which are attached to the approved permit, but for the City assuming responsibility for explaining the Facility Rules and ensuring compliance with them.	
Insurance Requirements	The insurance requirements are the same, but for the City assuming responsibility for obtaining and reviewing certificates of insurance.	
Security Deposit	City may charge Applicants a security deposit.	No deposits are assessed.
Administrative Processing Fee	City will charge an Administrative Fee for Meetings/Lectures and Events. County will charge an administrative processing fee for Event applications only.	No administrative processing fees are currently charged.
Special Conditions Fees	City will charge and collect the Special Condition Fees as required by County for Events prior to issuance of the permit. City shall remit the fees to County on a quarterly basis.	County collects Special Conditions Fees directly from the Applicant prior to the use of the County facility.
Facility Access	The City representative will be given two programmable card keys which will provide access to the Civic Center only during Library Hours for the purpose of coordinating permit requirements with Applicant. With any Event Permit, the access cards will be temporarily programmed for external building access beginning two hours before and ending two hours after the Event.	County Facilities Management is solely responsible for providing facility access for a permitted use.
Facility Equipment Maintenance	The County has provided two refrigerators and three microwave ovens in the kitchenette area for permitted users. These refrigerators and microwave ovens will be cleaned, maintained and replaced as determined by City.	No similar situation in facilities permitted pursuant to CW-O-024.
Facility Security/Maintenance	The City representative will have the responsibility of ensuring the Facility is vacated and fully secured after business hours. Additionally, the City representative must report any damage, maintenance or custodial issues to Facilities Management to prepare the facility for next day business.	Facilities Management is responsible for inspecting and securing County facilities after a permitted use and for ordering/performing maintenance and or repairs as required to prepare the Facility for next day business.
Event Security	The City representative, is responsible for monitoring all non-County Events and stopping uses that are not approved, and/or that pose a danger to invitees, guests, permittees or others. The City representative must remove areas of the Facility from public access if conditions become unsafe or hazardous and contact Facilities Management for repairs.	Facilities Management will stop any use that is not permitted or that is no longer safe and will restrict access to damaged or unsafe facility areas and perform remedial action including repairs.
Advance Scheduling	County is granted the right to schedule the Facility for County uses four (4) months or more in advance. Non-County uses cannot be scheduled more than four (4) months in advance except for all day Sunday and after 4 p.m. on Fridays and Saturdays.	County does not schedule or permit non-County uses more than four (4) months in advance.
Alcohol	City is required to obtain proof of liquor liability insurance from the caterer or Event sponsor but there are no requirements for the alcohol provider to have a liquor license. All permits involving alcohol will require the presence of a PBSO D/S. Alcohol will only be permitted for events after Library Hours due to the inability to physically segregate the Civic Center from the remainder of the Facility where minors are present.	Liquor liability insurance and a liquor license are required for all permits involving alcohol.
Food	No limitations on food brought into Facility including the ability to bring food prepared at home.	Pursuant to CW-O-024, food is limited to that provided by a licensed caterer or that is pre-packaged food.
Cooking	Barbecuing outside of the Facility in a designated area is permitted. Food must be consumed inside the Facility.	Pursuant to CW-O-024, no cooking is permitted.

Background and Policy Issues – (Cont'd)

As is required by PPM CW-O-024, all permits issued by the City will require the Applicant to indemnify and provide insurance in favor of the County (as well as the City). In addition, the Interlocal Agreement requires the City to be self insured or provide insurance and indemnify County for negligent, willful or intentional acts or omissions of City. The License Agreement also requires City to assume all liability and financial responsibility arising from, or relating to, or that could have been mitigated by, any special conditions that were not included in a Permit or required of an Applicant whether the omission was intentional or unintentional. However, while there are indemnifications and insurance requirements in place, in the event of a lawsuit arising from an Event it is likely that the County will be named. There is an increased risk to the County resulting from the non-County use of the Combined Community Facility due to the expansion of allowed uses beyond those routinely permitted pursuant to PPM CW-O-024. As such, the License Agreement includes provisions for; 1) an on-site City representative during all Events, 2) PBSO's review of all Event applications, and 3) zero tolerance for the City's failure to have a City representative on site at all times during Events, and/or to require or enforce special conditions involving safety and security.

Additionally, as a further risk mitigation tool, in addition to the insurances, indemnifications and the City's assumption of liability for failing to require or obtain compliance with special conditions, the County may suspend the License Agreement. A single incident of City's failure to include, require or obtain compliance with security special conditions or failure to perform specified duties related to security and safety (Critical Representative Responsibilities) is sufficient for County to suspend the License Agreement.

The City and County will assess fees associated with a particular application. The amount and application of the City and County fees are summarized below.

TABLE OF FEES

Fees	City Fee	County Fee	Description
Administrative Processing Fee	\$ 25.00 Flat Fee on all Applications	\$50.00 Flat Fee For *City Events Only	City Fee is for application intake and processing, collecting of fees, obtaining and reviewing required insurance certificates, calendaring and user coordination, return of deposit and other administrative processes. County Fee is for administrative review and processing, coordination and ordering of County services and special conditions such as custodial, security or trades support.
Facility Fee	\$25.00 per hour (Charged for the duration of the permitted use)	None	Facility Fee is used to create a fund for reimbursement of County for damages or repairs to Facility. Once fund reaches \$15,000, County and City must agree on expenditure for renovations or improvements to the City Civic Center.
Staff Fee	\$20.00 per hour \$30.00 per hour/overtime (Charged for the duration of the permitted use)	None	Reimburses City for staff costs associated with coordinating, attending and facilitating uses of the City Civic Center.
Custodial Fee	None	Rates identical to County contract custodial rates for non-routine work.	This fee is assessed based on the impact presented by an Event Application. The rates will be assessed at the same amount as is contained in the applicable County contract. At this time the rates are: \$44/hr for regular time and \$66/hr for weekend work both with a 3 hour minimum.
Security Fee	None	Rates identical to standard PBSO off-Duty Permit Rates.	This fee is assessed based on the impact presented by an Event Application. The rates will be identical to the published PBSO Off Duty Permit Rates.
Deposit	\$250 for Events with alcohol \$100 for Events with no alcohol	None	Security Deposit is refundable provided the Facility is returned to original condition following usage. Damages will be deducted if required.

***City Event:** A City use of the City Civic Center, either held by the City directly or by a third party Applicant for, 1) a meeting or lecture involving the provision of food and/or beverages to attendees, 2) a meeting or lecture requiring security services, traffic control and/or trades support, 3) any use other than a City meeting/lecture scheduled during Library Hours, or 4) any other use, including City Meetings/Lectures, conducted after Library Hours.

While the City itself does not have any facility expenses relating to the Civic Center, the Interlocal Agreement and License Agreement makes the City responsible for any damage that results from non-County use and/or any call-outs of County Staff for repairs required during an Event or resulting from the Event. The City's purpose for collecting a deposit and assessing a facility fee is to build a pool of money that can be used to pay the County in the event that the deposit is insufficient to cover the damage and there is no other way to cover the costs of the damage or County service call. The City will separately account for retained deposits and use fees and the use of same will be restricted to only Civic Center purposes. In the event that the pool of money exceeds \$15,000, the County and the City will mutually agree on the use of funds which are in excess of \$15,000.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made and entered into _____, 2013, by and between the CITY OF BELLE GLADE, a municipal corporation of the State of Florida, hereinafter referred to as "City", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the City and County entered into an Interlocal Agreement (R2010-0813) whereby the City assembled a 4.18 acre site to lease the County a suitable site on which the County would construct and operate a Combined Community Facility, consisting of both the City Civic Center and the County's Library; and

WHEREAS, the Interlocal Agreement (R2010-0813) required the County to enter into a License Agreement for the shared use of the Combined Community Facility, exclusive of the County Library, and setting forth the City's use and operation of the City Civic Center; and

WHEREAS, this License Agreement recites the relevant terms of the Interlocal Agreement, sets forth the procedures for seeking County approval of each City Event requiring County approval, and sets forth procedures for scheduling use of the City Civic Center.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the City to be observed and performed, the County hereby grants the City a revocable license to use the City Civic Center as hereinafter defined, all of which is based upon and includes the terms and conditions contained herein.

ARTICLE I BASIC PROVISIONS

Section 1.01 Purpose of the License Agreement.

The purpose of this License Agreement is to set forth the specific terms, conditions and procedures for implementation pursuant to which the County grants the City the ability to schedule the use of the Combined Community Facility pursuant to Article 9 of the Interlocal Agreement between the City of Belle Glade and Palm Beach County.

Section 1.02 Premises.

The Combined Community Facility is comprised of a County Library and City Civic Center located at 725 NW 4th Street, Belle Glade, Florida and is the subject of this License Agreement.

Section 1.03 Definitions.

Applicant: A person who submits an Application for Permit to Use the City Civic Center.

Business Days: The days that County is open for business excluding weekends and County holidays.

City Civic Center: A portion of the Combined Community Center which is conceptually depicted in Exhibit "A" as well as any portion of the common improvements with County Library and all portions of the site of the Combined Community Facility used in conjunction with a City Meeting/Lecture or City Event.

City Event: A City use of the City Civic Center, either held by the City directly or by a third party Applicant for, 1) a meeting or lecture involving the provision of food and/or beverages to attendees which is permitted by the City pursuant to the requirements of this License, 2) a meeting or lecture requiring security services, traffic control and/or trades support, 3) any use other than a City Meeting/Lecture scheduled during Library Hours, or 4) any use, including City meetings or lectures, conducted after Library Hours.

City Meeting/Lecture: A City meeting or lecture held by the City directly or by a third party Applicant not involving the provision of food and/or beverages to attendees during Library Hours and which does not require security, custodial or trades support, or traffic control and which is scheduled by the City pursuant to the requirements of this License.

City Representative: The City's single point of contact for all responsibilities associated with the City Civic Center as required by Section 3.02.

Combined Community Center: The single building which includes the County Library and the City Civic Center.

Commercial Use: A use of the City Civic Center by a person or a for profit business that is intended to generate income or profit for the business or person, a use by a person or entity for advertising or soliciting the sale of a product or a service, or a use of the City Civic Center for the conduct of business.

County Event: A County use of the City Civic Center for, 1) a meeting or lecture involving the provision of food and/or beverages to attendees which is permitted by the City pursuant to the requirements of this License, 2) a meeting or lecture requiring security services, traffic control and/or trades support, 3) any use other than a County Meeting/Lecture scheduled during Library Hours, or 4) any use, including County meetings or lectures conducted after Library Hours.

County Library: The portion of the Combined Community Facility less the City Civic Center.

County Meeting/Lecture: A meeting or lecture not involving the provision of food and/or beverages to attendees during Library Hours and which does not require security, custodial or trade support, or traffic control and which is requested by the County and subject only to the requirements of this License.

County Rights of Use: As set forth in paragraph 9(ii) of the Interlocal Agreement, during Library Hours the County shall have the right to reserve for its use, (a) Meeting Room B for ten (10) hours per week, provided that the County notifies the City of its requested use at least twenty-one (21) days prior to the date of its requested use, and (b) both Meeting Room A and Meeting Room B twelve (12) times per year, providing that the County notifies the City of its requested use at least thirty (30) days prior to the date of its requested use.

Critical Representative Responsibilities: The City Representative responsibilities set forth in Exhibit "B" number two (2) (j) and numbers five (5) through eight (8).

Facilities Development & Operations (FDO) Representative: The Facilities Development & Operations (FDO) Representative, identified as the Business and Community Agreements Manager, is the County's single point of contact for the matters set forth in this Agreement unless specifically assigned or referred to others herein.

Interlocal Agreement: The Agreement (R2010-0813) dated May 26, 2010, between the City, the School Board of Palm Beach County, Florida (School Board) and the County relating to properties located within the City and providing for County construction of a Combined Community Center for benefit of both City and County.

Lease Agreement: That Library Lease attached as Exhibit "C" to the Interlocal Agreement (R2010-0813) between the City and the County and providing for a lease to the County of certain City property for purposes of building and operating a Combined Community Center.

Library Representative: The County's single point of contact for all matters associated with the County Library and any other matters specifically assigned to the Library Representative in this License Agreement.

Permit Application: An application that must be completed in order to schedule a use of the City Civic Center. Permit Application Form A, contained in Exhibit "C" of this Agreement, is used for a City or County Meeting/Lecture. Permit Application Form B, contained in Exhibit "C" of this Agreement, is used for a City or County Event.

Permit: The completion of the Permit Application process which results in authorization to use the City Civic Center according to the terms and conditions of the Permit. The Permit process and procedures are identified in Section 3.04 of this Agreement.

Permittee: A person who has successfully completed the Permit Application and paid all fees and satisfied all Special Conditions to the satisfaction of the City and has been issued a Permit.

Special Condition Fees: Those fees charged by County for custodial, trade support, Palm Beach Sheriff's Office support and other related or ancillary County charges intended to reimburse County for expenses incurred as a result of an Event or Meeting/Lecture.

Special Conditions: The terms provided by the County to be incorporated by City into a Permit including conditions or restrictions, additional insurance requirements and/or Special Condition Fees required for the requested Event as determined by the FDO Representative in accordance to Section 3.04 of this Agreement.

Section 1.04 Length of Term and Commencement Date.

The term of this License shall commence on the day following approval by County and continue through the term of the Lease Agreement, or until the Interlocal Agreement is terminated or the City's license revoked pursuant to the Interlocal Agreement; whichever comes first.

ARTICLE II FEES

Section 2.01 License Fee and Reporting.

The County grants this License at no cost to the City. However, the City shall ensure that the County is reimbursed for all costs, expenses or fees of the County arising from, or associated with, the use of the City Civic Center including paying the, a) administrative processing fees, b) costs or expenses associated with the County's Special Conditions that are identified in advance and are included as a part of the approved Permit pursuant to Section 2.03 and Section 3.04, and c) costs, fines, fees or charges required to repair, maintain or remedy any damage, or to restore the Combined Community Center to its pre-use condition when that damage results from any negligent or intentional act or omission of the City, its employees, agents or invitees unless specifically exempt below.

Within thirty (30) days of the end of each fiscal quarter, or more frequently if desired by City, City shall pay to County all administrative processing fees and Special Condition Fees due, and provide the County with a summary report of all Permit Applications with sufficient detail for reconciliation of amounts due and to satisfy audit purposes. The summary report shall include approved, declined and abandoned Permits, administrative processing fees and Special Condition Fees as well as an accounting of the Facility Fee account including account balances, deposits and expenditures.

Section 2.02 Administration and Processing Fees.

The City and County may each charge those types of fees as set forth in the attached Exhibits "E" (Meeting/Lecture Table of Fees) and "F" (Event Table of Fees). Exhibits "E and "F" are each subject to amendment by written notice without written amendment to this License Agreement or other formal execution or process. The respective party seeking to amend the exhibit shall provide written notice to the other party at least thirty (30) days prior to the requested date of implementation. The amendment by notice shall be deemed to be attached hereto and incorporated into this Agreement on the effective date without additional signature or approvals.

City and County may each waive their own fees based on type of activity, but a waiver cannot be based on content, identity or location/address/residency of the Applicant and all fees must be uniformly applied to all similarly situated activities.

The City will charge on behalf of the County an administrative processing fee on all Event Permit Applications. Both the City and County administrative processing fees shall be due and payable by the Applicant at the time the Permit Application is accepted for processing. A Permit Application shall not be accepted without the applicable administrative processing fees. The City and County shall be exempt from paying the administrative processing fees of each other.

One-half of the County administrative processing fee is refundable if an Event Permit Application is abandoned or declined which occurs when, a) a Permit is not ultimately issued for whatever reason, b) the Permit Special Conditions are not accepted by the Applicant, or c) the Permit Application is withdrawn prior to the Permit being issued. Otherwise, the administrative processing fee is not refundable.

The City shall remit to the County one hundred percent (100%) of the County's administrative processing fee per approved Event Permit, and fifty percent (50%) of the County administrative processing fee per abandoned or declined Event Permit.

City may charge a fee for Permitted uses of the City Civic Center hereinafter referred to as the "Facility Fee". The Facility Fee will be maintained in a separate account and the City will provide details of the account in the quarterly reports to County as set forth in Section 2.01. Expenditure of the Facility Fee account is limited to payments, a) to County for facility repairs or damages, 2) to County for custodial or trades supports relating to uses of the City Civic Center, c) for the repair or replacement of the City Civic Center appliances, and d) for other related purposes as County and City may mutually agree. City may seek reimbursement from users for expenditures from the Facility Fee account and any funds collected will be deposited to the Facility Fee account. City may work with County on requests for improvements, renovations, expansion, maintenance or other facility related expenditures at any time. Nevertheless, the parties agree that once the Facility Fee account exceeds fifteen thousand dollars (\$15,000), the City and County will work together to identify appropriate uses of the monies for the City Civic

Center in excess of fifteen thousand dollar (\$15,000). County shall be exempt from paying the Facility Fee of City.

Section 2.03 Special Condition Fees.

All Special Condition Fees must be paid in full prior to the City issuing an approved Permit for a City Event. If the Special Condition Fees are not paid in full no later than five (5) Business Days before the tentatively scheduled Event, the City Representative shall remove the Event from the calendar and notify the Applicant that the Permit Application is considered withdrawn. The City Representative shall also immediately notify the FDO Representative that the Permit Application is considered withdrawn and the Event cancelled. It is the City's responsibility to collect the Special Condition Fees prior to issuing an approved Permit for use of the City Civic Center.

A Permittee who cancels or reschedules an Event up until two (2) Business Days prior to the Event start date will be entitled to a full refund of the Special Condition Fees. If an Event is cancelled with less than two (2) Business Days notice of cancellation, no refund of Special Condition Fees will be given.

The County shall internally process all Special Condition Fees for County Events to reduce the administrative burden to both the County and City.

Section 2.04 City Civic Center Facility Use Permit – Recovery of Damages Incurred.

In the event that any damages, repairs, maintenance expenses or costs result from, or arise out of a City Event or City Meeting/Lecture, appropriate and necessary repairs shall be performed by County. If the maintenance or repairs arise from the negligent or intentional act or omission of the City, its employees, agents or invitees, City shall reimburse the County for all repair and maintenance expenses incurred as a result of the City Event or City Meeting/Lecture. County invoices for repairs or reimbursement as required by this Section shall be paid by City within thirty (30) days of receipt of invoice. The City may seek reimbursement or repayment of its costs and expenses from the Permittee when appropriate. Nevertheless, this Section does not impose an obligation on the part of County to repair, rebuild or restore the premises apart from the obligations of the Interlocal Agreement and the Lease Agreement.

Section 2.05 Reimbursement of County.

Failure of the City to timely remit the fees as required in Sections 2.01, 2.02 and/or 2.03 or the funds required pursuant to Section 2.04, shall result in the County sending a delinquent payment notice to the City. The City shall then have fifteen (15) days to remit payment. Failure of the City to remit payment shall be considered a "Non-Payment Event". In the event the fees remain unpaid after the notice, the County may suspend this License by sending the City a notice of suspension at least five (5) Business Days in advance of the effective date of the suspension. The suspension shall be in effect until the County receives full payment of the balance due. If

payment is received prior to the effective date of the suspension, then the suspension shall be cancelled.

In the event of three (3) or more Non-Payment Events within twenty-four (24) months, City shall be required to demonstrate in writing to County's satisfaction, that it has implemented new policies and procedures or otherwise adequately identified and corrected the payment processes or issues that resulted in the Non-Payment Events. The License shall be suspended until the City demonstrates that the new policies and procedures are in place and pays the County all fees owed, including interest, if applicable. The minimum suspension period is six (6) months.

However, in the event of a good faith dispute between the City and County as to the amount of the fees that are due, the parties shall engage in the dispute resolution process as described in Article VII prior to a suspension. All monies determined to be owed to the County as a result of the dispute resolution process shall be paid within fifteen (15) days or the failure shall be considered a Non-Payment Event.

Interest shall be added to the balance due, calculated from the time of each Non-Payment Event at the rate of 1 percent per month on the unpaid balance as set forth in §218.74, Florida Statutes.

ARTICLE III CONDUCT OF BUSINESS AND USE OF PREMISES

Section 3.01 Design and configuration of the City Civic Center.

The City Civic Center consists of two meeting rooms that can be used separately or together. (Meeting Room A and Meeting Room B). The design was intended to facilitate both individual uses and the combined uses of the rooms. Meeting Room A has a posted capacity of 60 people and Meeting Room B (with stage) has a posted capacity of 80 people. The County has purchased 80 chairs and 12 tables for use solely in Meeting Rooms A and/or B. The use of tables or chairs in any configuration, other than the auditorium configuration, will effectively lower the capacity of the room(s). The chairs and tables are for use in conjunction with a Permit at no cost to the Permittee. The City may, but has no obligation, to purchase and provide additional tables and chairs of the same style and color as the County's for use by Permittees and if provided by City, the City will retain sole responsibility for any liability arising from the use of the City provided chairs and tables. Permittees shall not be permitted to bring chairs or tables into the City Civic Center.

Section 3.02 Use of the City Civic Center.

This License provides the City with the right to Permit the use of the City Civic Center for any non-Commercial Use which does not interfere with the quiet enjoyment, operation and intended use of the Library. For the purposes of this License, the County Library Hours of operation are: Monday through Wednesday 10:00 am to 8:00 pm and Thursday through Saturday 10:00 am

through 5:00 pm. (Library Hours). The foregoing Library Hours exclude County holidays and are subject to change by County with notification to the City. City will review each Permit Application to assess the impact on the Library and will restrict the Permitted use of noise amplification devices during Library Hours and terminate any activity or use that is disruptive, or interferes with the use of the Library, or the Library's use of Meeting Room B for public programming. All Permitted uses of the City Civic Center shall terminate no later than 12:00 am midnight.

There shall be no Permitted Commercial Use and no Permitted use that includes the selling of tickets or charging for admission. Permitted use will be limited to the use of Meeting Room A or Meeting Room B or the combined use of Meeting Rooms A and B, access to the Meeting Room(s), parking, use of restrooms and kitchenette, and approval to cook/barbecue in designated areas outside of the building. Food service and consumption of food and beverages shall be strictly limited to Meeting Rooms A and/or B. The kitchenette is for food warming, plating and storage, and for storage of incidentals such as paper goods and condiments. The City's Scheduling procedures are identified in Section 3.03 of this Agreement. The process for the Permitting of Meetings/Lectures and Events is set forth in Section 3.04 of this License.

The City shall not issue a Permit for a proposed use that involves the use or consumption of alcohol during Library Hours. For Events after Library Hours, the provision of alcohol must, 1) be an incidental, and non-material part of the Event, 2) include the provision of food, and 3) be served by a licensed caterer or by the Event sponsor, either of which will be required to obtain liquor liability coverage as set forth in the Facility Rules and Use Policy contained in Exhibit "C". Alcohol shall be provided to attendees/invitees at no charge by the caterer or Event sponsor. In no case shall attendees/invitees of an Event be permitted to bring alcohol into the City Civic Center.

The parties agree that all parking required by an Event or Meeting/Lecture shall not exceed sixty-five (65) spaces during Library Hours and shall not exceed the total number of parking spaces available at the Combined Community Facility during non-Library Hours, except when specifically approved in the Permit. The parking lot shall not be Permitted for use unless it is a component of a Permitted use of Meeting Rooms A and/or B.

The City shall designate a single person to act as the County's single point of contact for all matters relating to the City Civic Center (City Representative), including all communication with constituents. The City shall provide the County with the City Representative's name and contact information (telephone number, after hours contact telephone number, email and mailing address) within 10 days of the execution of this License. The County shall designate a single person to act as the City's single point of contact for all matters relating to the County Library (Library Representative) and shall designate a single person to act as the City's point of contact for the review and processing of City Civic Center Permit Applications (FDO Representative). The County shall provide the City with the Library Representative and the FDO Representative's contact information (telephone numbers, after hours telephone contact numbers, email and mailing addresses) within 10 days of the execution of this License. All coordination between the

Library, the FDO Representative and the City Representative shall occur locally in Belle Glade, except for the review and processing of City Civic Center Permit Applications which require the approval of the FDO Representative pursuant to Section 3.04.

The County shall provide two programmable card keys to City which will provide 24/7 access to the internal doors of the City Civic Center. These card keys will be automatically programmed by County to provide building access two hours before the Permitted start time of an Event and up to two hours after the end time of a Permitted Event based on the receipt of an approved Permit for an Event.

Section 3.03 Scheduling of the City Civic Center for Meetings/Lectures and Events.

The City shall be responsible for scheduling all uses of the City Civic Center pursuant to the requirements of this License. Every Meeting/Lecture and/or Event shall be reflected on the scheduling calendar. County shall be given at a minimum, read-only access to the scheduling calendar.

County and City shall establish specific dates and times (for example: every Monday at 7AM - 8AM, the first Tuesday of every month from 1PM – 4PM, etc.) as specified times (“Block Times”) for County to exercise its Rights of Use as set forth in the Interlocal Agreement. Such Block Times shall be established by County submitting the calendar of dates and times to be reserved for County usage to City at least four (4) months in advance of the begin date. The submission shall include the schedule of County’s Rights of Use for a four (4) month or longer period. City shall schedule the use of Meeting Room A and/or B for County accordingly. Notwithstanding the above, the first Block Times schedule with County’s Rights of Use shall be done simultaneously to the execution of this Agreement with the County’s Rights of Use beginning on the day the City Civic Center is occupied.

The foregoing Rights of Use shall not be construed to limit the County’s ability to reserve for its use: (a) Meeting Room A or Meeting Room B or (b) both Meeting Room A and Meeting Room B for **more than** the specified times, on a first come, first served basis, including use both during and outside of Library Hours, provided that such Meeting Room(s) is available and County complies with the scheduling procedures established by the City. Usage of the City Civic Center outside of Library Hours does not count towards County’s “Rights of Use” as described herein.

An Applicant other than the City or County shall not be able to schedule the use of Meeting Room A, or Meeting Rooms A and B together, longer than four (4) months in advance, or such scheduling shall be subject to cancellation until four (4) months prior to the proposed use, with the exception of scheduling Events or Meeting/Lectures that occur on Sundays and also excepting Events or Meeting/Lectures that occur between the hours of 4:00 pm and midnight on Fridays and Saturdays.

Section 3.04 General Requirements for the Permitting of Meetings/Lectures and Events.

The City shall be responsible for processing and approving all permits for use of the City Civic Center pursuant to the requirements of this License. No Event or Meeting/Lecture may occur without a Permit and without being reflected on the scheduling calendar. As part of the City's responsibility to schedule the City Civic Center, the City shall require each and every Applicant for use of the City Civic Center to complete either Permit Application Form A for a Meeting/Lecture or Permit Application Form B for an Event. Permit Application Forms A and B are included in Exhibit "C" to this License. The City Representative will review the Permit Application with the Applicant to ensure that all of the information is complete and accurately reflects the planned usage and reserve the Meeting Room(s) on the calendar.

The City and County agree to follow the policies and procedures set forth in this Section and to comply with the Facility Rules and Use Policy contained in Exhibit "C". The procedures for Permit Application intake and review, as well as Permit Applications Forms A and B contained in Exhibit "C," may be modified from time to time by written agreement of the City Manager and the Director of Facilities Development & Operations provided that such changes are not in conflict with the terms of this License.

Permit Application Form A applies only to Meetings/Lectures and it does not need to be reviewed by the County. The City Representative will determine whether Permit Application Form A is applicable to a proposed use. Notwithstanding the above, each and every Meeting/Lecture needs to have an approved Permit prior to the City Civic Center being used. A copy must be provided to the Library Representative.

Permit Application Form B is for all Events. The City Representative will intake the Applications for Permit and collect the administrative processing fees, reserve the requested Meeting Room(s) on the calendar and forward the completed Form B Permit Application directly to the FDO Representative. The FDO Representative's review of the request for use will be limited to determining the impact of the requested use on the Combined Community Facility, including but not limited to, the need for specialized or additional custodial services, security, HVAC and/or electrical support, insurance coverage and traffic control. The FDO Representative's Special Condition review procedures are contained in Exhibit "D" to assist the City Representative in advising Applicants of potential costs associated with an Event. The FDO Representative will respond, either with Special Conditions or a request for additional information within three (3) Business Days of receipt of the Permit Application. The Special Conditions shall be transmitted electronically to City in PDF format for attachment to the Permit no later than ten days after receipt of the initial Permit Application or receipt of the response to request for additional information, whichever is later.

3.04.1 Compliance with Special Conditions.

The City must include and obtain compliance with all Special Conditions identified by the County in any approved facility use Permit. Required insurance and Special Condition Fees must

be received by City at least five (5) Business Days in advance of the Event or Meeting/Lecture. City shall not issue a Permit until all Special Conditions have been satisfied and proof of insurance has been received, which shall be no later than five (5) Business Days before the Event or Meeting/Lecture calendared start date/time. In the event the Permit Special Conditions and/or the insurance requirements are not provided to City within five (5) Business Days prior to the calendared use, the City shall notify the Permit Applicant that the Permit will not be issued, the calendar entry deleted and the FDO Representative notified of the cancellation.

Failure to require and obtain compliance with Special Conditions shall result in the City assuming all liability and financial responsibility arising from, or relating to, or that could have been mitigated by, any Special Conditions that were not included in a Permit or required of an Applicant whether the omission was intentional or unintentional.

If City fails to include, require, or obtain compliance with Special Conditions, other than security Special Conditions, three (3) or more times within a rolling twenty-four (24) month period of time, as noticed by the County to the City, the County may suspend this License by sending the City a notice of suspension in compliance with Article VII of this Agreement. A suspension for failing to obtain compliance with Special Conditions, other than Security Special Conditions, shall be in effect for up to ninety (90) days.

In the event City fails to include, require or obtain compliance with security Special Conditions or fails to perform the Critical Representative Responsibilities, such failure shall be considered grounds for suspension under this License Agreement. The County shall have the right, after notice to the City, to suspend this License as set forth in Article VII based on any single incident of non-compliance with security Special Conditions or Critical Representative Responsibilities. County shall give reasonable consideration to the cause of the non-compliance and the consequences of the incident of non-compliance prior to any suspension. A suspension for failing to include security Special Conditions in a Permit, failing to obtain compliance with security Special Conditions required in a Permit, or failing to perform the Critical Representative Responsibilities, may be in effect for up to six months (6) months for a first suspension, and indefinitely for all suspensions thereafter. City must demonstrate its ability to include and require compliance with all security Special Conditions and/or ability to perform the Critical Representative Responsibilities, to the reasonable satisfaction of County prior to License reinstatement.

Additionally, City must correct, remedy, reimburse or otherwise agree to compensate County for any injury, damage or expense that resulted from, or that may result from, the failure to include or enforce compliance with security Special Conditions or Critical Representative Responsibilities, prior to reinstatement of the License.

3.04.2 Distribution of the Permit.

Within two (2) days of approving a Permit, the City Representative shall provide an electronic copy of the Permit to the Applicant and to the County. Services will not be confirmed until such

time as an approved Permit is received by the FDO Representative. In addition, and at least three (3) Business Days prior to each and every Event, the City Representative shall provide a second electronic copy of the approved Permit to the FDO Representative to enable the confirmation of services, including arranging for building access, custodial support or required security. Failure to provide an electronic copy of the approved Permit to the FDO Representative at least three (3) Business Days prior to an Event may result in revocation of the Permit after issuance by the City, or termination of the Event before or during an Event for which the County was not notified pursuant to this Section.

3.04.3 Permit Compliance.

The City or County Representative will be responsible for requiring and enforcing compliance with the conditions of the Permit and the Facility Rules and Use Policy during each of their respective Events or Meeting/Lectures. The responsibilities of the City or County Representative are set forth in Exhibit "B" attached to this Agreement. The City shall provide the FDO Representative with the name of the City Representative who will be responsible for fulfilling the access and compliance responsibilities for each Event Permit scheduled outside of Library Hours, along with the employee's access card number. In the event the City Representative fails to perform Critical Representative Responsibilities, the License shall be suspended as set forth in Articles 3.04.1 and VII of this Agreement.

3.04.4 Permit Revocation.

The FDO Representative, the Library Representative, the City Representative or the Palm Beach County Sheriff's Office (PBSO) shall immediately revoke an approved Permit for use of the City Civic Center upon becoming aware that the use is not in compliance with the terms of the Permit or for any conduct which the City Representative, the FDO Representative, the Library Representative or PBSO, determines to be potentially harmful to the Combined Community Facility or any employees, invitees or attendees of the County Library or City Civic Center. In the event of a revocation of a Permit for a City Event or Meeting/Lecture, the use will immediately be suspended. There is no administrative appeal to the revocation. In the event of a Permit revocation, no fees will be refunded to the Permittee and the Permittee may be suspended from future use of the City Civic Center on a temporary or permanent basis as determined by the County.

Section 3.05 City's Personal Property within the City Civic Center.

City shall make no improvements, alterations or additions to the City Civic Center. However, the City is permitted, at its own risk, to place and/or store personal property and expendables within the kitchenette of the City Civic Center, provided however that; a) the placement/storage of each type of personal property is approved and documented as approved by the County, and b) the storage of any perishable item is done in a container approved by the County. The City acknowledges that there are no locks in the kitchenette and that the County shall not be responsible for any item(s) of personal property that is stored, placed or maintained at the City Civic Center. The County reserves the right to deny the use, placement or storage of personal

property and expendables and perishables for reasons of compliance with applicable laws and codes, including but not limited to fire safety, pest control, and sanitation codes and requirements.

The kitchenette is equipped with two refrigerators (County asset tag numbers 10192715 and 10192716) and three microwave ovens for the convenience of the Permitted users of the City Civic Center. However, the County assumes no responsibility for maintaining said appliances and the City shall be solely responsible for maintaining, cleaning, repairing and replacement of the appliances. No less than fourteen (14) days prior to disposing of or replacing any appliances, the City shall notify the Library Representative of its intent to dispose of the appliance along with the County asset tag number.

Section 3.06 Governmental Regulations.

County shall, at County'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 County or its use of the Combined Community Center, and shall faithfully observe in the use of the Combined Community Center all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force. County shall comply with all ecological requirements to operate its business on the Premises.

Notwithstanding the above, the City shall, at its, or its Applicant's sole cost and expense, secure any 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 City Meeting/Lectures and/or City Events and shall faithfully observe the Permitting of the use of the City Civic Center, all municipal and county ordinances, and state and federal statutes now in force or which may hereafter be in force. City shall comply with all ecological requirements to operate its business on the Premises.

Section 3.07 Surrender of Premises.

Upon expiration or earlier termination of City's license to use the City Civic Center, City, at its sole cost and expense, shall remove all of its personal property from the City Civic Center and shall surrender the City Civic Center to the County in at least the same condition the City Civic Center was in as of the date of this License, normal wear and tear excluded.

ARTICLE IV REPAIRS AND MAINTENANCE OF PREMISES

Section 4.01 Responsibility of County.

The County shall be responsible for the performance and payment of all routine maintenance, including routine cleaning and custodial services, and for performance of all routine repairs to

the Combined Community Facility with appropriate reimbursement from the City for such costs and expenses as set forth in this agreement, the Interlocal Agreement or the Lease Agreement.

Section 4.02 Responsibility of City.

The City Representative shall periodically observe the physical condition of the City Civic Center for the purposes of determining that it is in a condition fit for use for Events and/or Meetings/Lectures and shall be responsible for immediately notifying the Library Representative of any conditions which present a safety or liability concern.

Without the County accruing an obligation to perform maintenance or repair, the City through its City Representative shall be responsible notifying by email or in writing, the Library Representative of any maintenance that the City or invitee believes is not being performed satisfactorily or repair that needs to undertaken.

**ARTICLE V
INSURANCE AND INDEMNITY**

Section 5.01 Liability Insurance.

The City shall require and shall obtain proof of insurance from Permit Applicants, other than County and City, prior to issuing a Permit for use of the City Civic Center in conformity with the insurance requirements in Permit Application Forms A and B attached hereto as Exhibit "C". All certificates of insurance must be received by City no less than five Business Days in advance of the scheduled use or the Permit will not be issued and the scheduled use will be cancelled and removed from the calendar. No exceptions.

If Applicant for a Permit is a governmental entity, other than County or City, then City shall require that Applicant acknowledges without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, that Applicant is self-insured for general liability and Worker's Compensation under Florida Sovereign Immunity Statutes. If the Applicant maintains third-party commercial general liability in lieu of exclusive reliance on self insurance under Section 768.28 Florida Statutes, Applicant shall maintain the same insurance policy limits, and comply with all other insurance requirements as set forth in the Facility Rules and Use Policy included in Permit Application Forms A and B. Applicant's self insurance and/or general liability coverage shall be primary with respect to any coverage afforded to or maintained by the County.

Section 5.02 Indemnification of County and City.

Permit Applicants, other than City or County, shall be required to provide the indemnification requirements as set forth in Permit Applications Forms A and B attached hereto in Exhibit "C".

ARTICLE VI UTILITIES

Section 6.01 Responsibility for Utilities.

County shall be solely responsible for and promptly pay directly 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.

ARTICLE VII SUSPENSION AND REMEDIES

Section 7.01 Suspension of License and Dispute Resolution.

As a result of demonstrated non-compliance with the terms of this License Agreement, County may suspend the License and assume responsibility for scheduling and Permitting the use of the City Civic Center during the suspension. County shall deliver a notice of suspension to City including the effective date and the length of the suspension. A notice of suspension shall require a minimum of forty-eight (48) Business Hours notice prior to the effective date of the suspension. Except for a suspension for a Non-Payment Event under Article II where the dispute resolution process has already occurred, the notice of suspension shall include a minimum of three (3) proposed dispute resolution meeting times, all prior to the effective date of suspension. City shall select one of the proposed meeting times and notify County accordingly. County and City shall meet telephonically or in person and engage in good faith negotiations to amicably resolve the issues which resulted in the notice of suspension. In the event the parties are able to resolve the issues, the County may withdraw or modify the suspension. If there is no mutual resolution, the parties may agree to continue meeting following the suspension of the license, agree to delay the suspension of the License while dispute resolution continues or the suspension may stand.

Section 7.02 License Reinstatement.

The License shall be reinstated upon satisfaction of any required conditions and at the conclusion of the suspension period.

Section 7.03 Other Remedies.

Notwithstanding any other terms of this Agreement, County and City reserve all rights and remedies otherwise available and identified in the Interlocal Agreement and/or the Lease Agreement.

Section 7.04 Permitting During Suspension.

In the event of a suspension of the License, the County will schedule and Permit the use of the City Civic Center in a manner that is consistent with the City approved uses of the facility. Approved Permits will not be affected during a period of suspension. All pending Applications for Permit will be processed by County. The City will provide County with scheduling rights on the shared calendar and access to the City's Permit Application forms and procedures. County may utilize City's forms and procedures to process Permit Applications during the suspension or may administer the Permitting of the City Civic Center pursuant to County Policy and Procedures Manual (PPM) CW-O-024.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Entire Agreement.

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

Section 8.02 Notices.

All notices, consents, approval, 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 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which 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:

If to the County at:

Business and Community Agreements Manager, FDO
2633 Vista Parkway
West Palm Beach, FL 33411
Fax 561-233-0206

With copies to:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, Fl. 33411
Fax 561-233-0206

And

County Attorney's Office, Attention: Real Estate
301 N. Olive Ave, Suite 601
West Palm Beach, Fl. 33401
Fax 561-355-4398

If to the City at:

City of Belle Glade
Attention: City Manager
110 Dr. Martin Luther King, Jr. Boulevard West
Belle Glade, Florida 33430-3900
Fax: 561-992-2221

With copies to:

Law Offices of Glen J. Torcivia, P.A.
Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, Fl 33407
Fax: 561-686-8764

Any party hereto may change the address for service of notices required or permitted hereunder upon ten (10) days prior written notice. All notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which notice is being given, said receipt being deemed to have occurred upon such date as the postal authorities shall show the notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt.

Section 8.03 Recording.

City shall not record this License, or any memorandum or short form thereof, without the written consent and joinder of County.

Section 8.04 Time is of the Essence.

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

Section 8.05 Survival of Continuing Provisions.

Notwithstanding anything in the License that is or may be construed to the contrary, any provision of this License 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 License shall survive the expiration or earlier termination of this License.

Section 8.06 Dispute Resolution.

In the event an issue arises which cannot be resolved between some or all of the representatives of the parties, the dispute shall be referred to the respective officials of the disputing parties who shall make a good faith effort to resolve the dispute.

Section 8.07 Office of the Inspector General.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 8.08 Non-Discrimination.

City assures and certifies that it shall comply with 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, disability, or gender identity or expression, with respect to their use of the Premises.

Section 8.09 No Third Party Beneficiary.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or City.

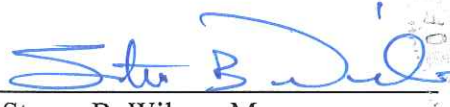
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IN WITNESS WHEREOF, County and City have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

ATTEST:


Debra R. Buff, City Clerk

CITY OF BELLE GLADE, a municipal corporation of the State of Florida

By: 
Steven B. Wilson, Mayor



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
City Attorney

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

Deputy Clerk

By: _____
Steven L. Abrams, Mayor

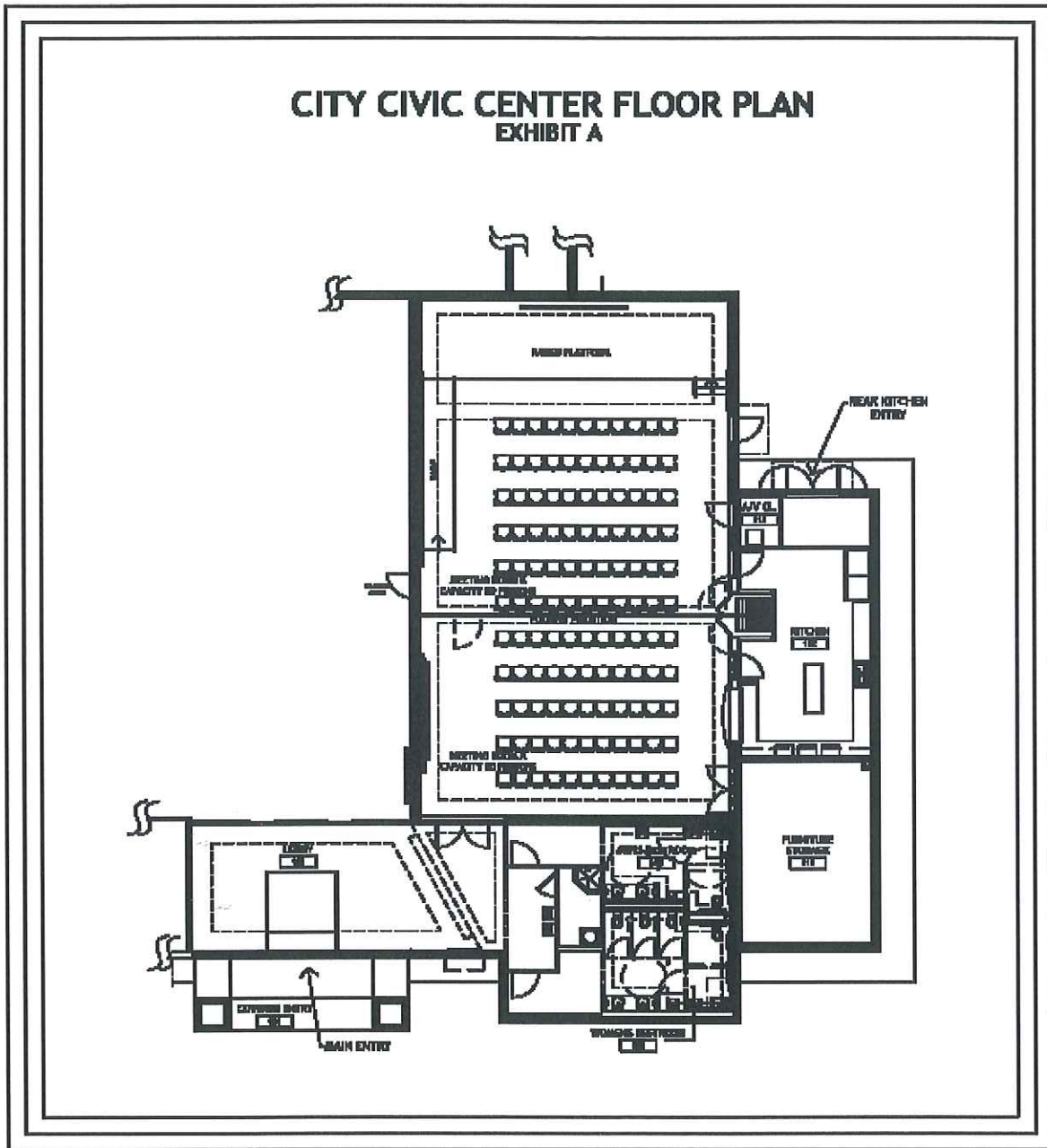
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: 
Audrey Wolf, Director
Facilities Development & Operations

Exhibit "A"
City Civic Center Conceptual Floor Plan



* Denotes Critical Representative Responsibilities

Exhibit "B"
Access and Compliance Responsibilities of Representatives
(City Representative for City Events/ County Representative for County Events)

1. Explain the conditions of use to the Permittees as well as demonstrate any A/V operation.
2. Ensure compliance with the Permit Special Conditions and the Facility Rules and Use Policy. For example, the Representative:
 - a. Opens the facility for set-up and Meeting or Event use as allowed by the Permit;
 - b. Places the additional trash receptacles at designated locations for easy use and returns same to storage location after the Event;
 - c. Enforces time restrictions in the Permit to enable custodial support and final clean up of facility;
 - d. Ensures clean up of kitchen appliances;
 - e. Cleans up spills, wet spots and performs other minor clean-up;
 - f. Makes sure all garbage and trash is in receptacles;
 - g. Ensures that furniture is not removed or used outdoors and that it is restored to standard configuration at the end of the Permit;
 - h. Enforces capacity limitations of the facility; and
 - i. Makes sure that all persons vacate the facility and the facility is secured after use.
 - *j. Enforces compliance with the security and insurance related Facility Rules and Use Policy.
3. Pick up trash and garbage and/or if required, notifies County Facilities Management of the requirement for extra custodial assistance in order to prepare the facility for business.
4. Inspect the facility both before and after the Meeting/Lecture and/or Event, and notify County Facilities Management of any damage or necessary repairs to the premises so that the County can determine whether an immediate response is necessary.
- *5. Take precautionary measures such as suspension of Meeting/Lecture and/or Event, or removal of a portion of the premises from use if an unsafe condition, incident or situation is discovered.
- *6. Notify the County of any slip and fall or any other injury which occurs during a Meeting/Lecture and/or Event and document (without altering the area where the incident occurred) using an Incident Form provided by County for such use;
- *7. Suspend or terminate the Meeting/Lecture and/or Event for non-compliance or any condition, situation or incident that might endanger the health, safety or welfare of the invitees or employees, or that might result in damage to the facility;
- *8. Call the Palm Beach County Sheriff's Office (PBSO) promptly if a user or Permittee does not comply with direction to obtain trespass enforcement or other assistance; and ensure that the facility is never left unattended during any portion of an Event and that the facility is vacant prior to final securing of the facility. At no time shall even one member of the public be in the facility after Library Hours at any time that a City or County Representative is not present. If a Representative must leave the premises during a Meeting/Lecture or Event an alternate Representative must be notified and be physically present at the site prior to the Representative leaving the facility.

EXHIBIT "C"

PERMIT APPLICATION FORM A

Meeting/Lecture

INSTRUCTIONS FOR PERMIT APPLICATION

This application may be used to apply for a permit to use the Belle Glade City Civic Center for a Meeting/Lecture.

You must complete this application and submit the Application prior to the proposed date of the use. Applicant shall deliver, email, fax or mail the completed Application to:

Office of the City Clerk
City of Belle Glade
City Hall Commission Chambers
110 Dr. Martin Luther King, Jr. Blvd., West
Belle Glade, Florida 33430-3900

After the completed Permit Application is received, a tentative "Hold" will be placed on the requested meeting room(s).

Upon review and approval of the Permit Application, the City will issue a Permit for Use. Upon issuance of the Permit, the City Civic Center meeting room(s) will be "booked" for use at the requested date and time. A Permit may be revoked if (1) you or your guests do not follow the Facility Rules and Use Policy and the directions of the City Representative, (2) if your Meeting/Lecture was not accurately described in the Application, (3) if a health or safety concern requires the revocation of the Permit or (4) for any other lawful reason.

All uses of the City Civic Center are Subject to the Facility Rules and Use Policy.

PERMIT APPLICATION FORM "A"
Permit Application for a Meeting/Lecture

1. APPLICANT INFORMATION (INDIVIDUAL OR ENTITY)

- Individual Palm Beach County/Library School Board City of Belle Glade
 Non-Profit Other Public Agency Civic Organization

Contact Name: _____

Address: _____

Phone: _____ E-mail _____ Fax: _____

2. ADDITIONAL USERS

Are you organizing this Meeting/Lecture with another individual(s) or entity? If so, please complete.

Contact Name: _____

Address: _____

Phone: _____ E-mail _____ Fax: _____

3. REQUESTED MEETING ROOM(S)

- Meeting Room A – Capacity 60
 Meeting Room B – Capacity 80
 Combined Meeting Rooms A & B

4. DESCRIBE MEETING/LECTURE

- Non-Profit Meeting Speech Civic Organization Meeting
 Lecture Public Education and Information Other _____

5. ESTIMATED NUMBER OF ATTENDEES (including everyone who will be there)

- 10 or less 20-30 50 – 60
 10 to 20 30-40 60- 80 80-140

6. FOOD AND BEVERAGE

A. Will the use include food and/or beverage? Yes No

If yes, please check off as applicable

Pre-packaged food (donuts, chips, etc)

Home cooked

Canned or bottled beverages

Other _____

7. EQUIPMENT YOU ARE BRINGING

Computer for AV Connection (Meeting Room "A" only)

Other _____

By my signature below, I certify that I have the authority to represent and obligate the Applicant listed above and shall comply with the terms of this Permit Application, the attached Facility Rules and Use Policy, and all regulations, laws and ordinances of the Palm Beach County Board of County Commissioners and the City of Belle Glade in regard to the use of the Facility. I also agree to accept the Facility as it exists at the time of use and to the indemnification in the Facility Rules and Use Policy. I confirm that I have read and understood the Facility Rules and Use Policy.

Signature of Applicant

Date: _____

Printed Name and Title of Applicant

TO BE PROVIDED TO APPLICANT FOLLOWING EVALUATION OF THE PERMIT APPLICATION

PERMIT APPROVED

PERMIT APPLICATION FORM "B" REQUIRED

PERMIT NOT APPROVED

CITY REPRESENTATIVE

Date: _____

ATTACHMENT TO PERMIT APPLICATION FORM "A"
BELLE GLADE CITY CIVIC CENTER
FACILITY RULES AND USE POLICY

Applicant shall strictly adhere to the Facility Rules and Use Policy contained herein at all times. The Applicant acknowledges that any violation of the Facility Rules and Use Policy may result in the suspension or termination of a Permit.

1. Applicant shall be solely responsible for items left at the Facility by guests, workers, employees or representatives of the Applicant. The City shall not be responsible for items left by the Applicant.
2. Applicant shall return the Facility, including any furniture and equipment therein; in the same condition it was received. Applicant shall remove any refuse, pick-up all trash and place it in receptacles and arrange the furniture and chairs back to the original configuration. Applicant shall compensate the City for any repairs or cleaning required but not accomplished by the Applicant as determined by the City. Applicant may be required to pay a security deposit to secure the cleanup and restoration of the premises and from which all required costs of clean up and restoration shall be deducted prior to return of deposit. Chairs and tables are not permitted on the stage area unless specifically requested and approved in the Permit.
3. Applicant shall be responsible for all deliveries to the Facility using the delivery area and/or procedures identified by the City.
4. Applicant shall not use the Facility, or any part thereof, for any purpose other than the use contained in the Application.
5. Applicant shall not use or store, nor permit to be used or stored, in the Facility, or any part thereof, any substance or object prohibited by law or ordinance, or by standard fire insurance policies issued by companies operating in Florida, including any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha, or similar substances, or explosives of any kind.
6. Applicant shall not store, possess or use drugs or gambling devices at the Facility, nor permit others to do so. Smoking is prohibited in the Facility.
7. There shall be no consumption of alcohol and no open containers containing alcoholic beverages in the parking lot, outside of the building or in any area of the Facility, except as specifically approved in a Permit and if approved, consumption and/or open containers must be confined to Meeting Rooms A and/or B.
8. Applicant shall not tape or affix decorations or signs to walls or ceilings, post banners, posters or any other displays on, or in the Facility.
9. Applicant shall not employ noise amplification devices unless specifically identified in the Permit as approved.

10. Applicant shall abide by all laws of the United States, the State of Florida, Palm Beach County, the City of Belle Glade and all regulations of the Palm Beach County Fire Rescue Department and the Palm Beach County Public Health Department.
11. Applicant shall not employ alternative electrical power sources.
12. If Applicant is a non-governmental entity then Applicant shall provide and maintain at its sole cost and expense, in a form and content acceptable to the City, Commercial General Liability Coverage at a limit of liability of not less than \$300,000 Each Occurrence and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis. Notwithstanding the foregoing, City may require additional coverage(s) of the type(s) and in the amount(s) specified by the City based upon the requested use. Applicant shall provide City, at least five (5) days prior to the date of the requested use, with a certificate(s) of insurance evidencing the required coverage(s) **and naming the City of Belle Glade and Palm Beach County as additional insureds and certificate holders.** *The Applicant may choose to purchase insurance coverage(s) through the County's Tenant Applicant's Liability Insurance Program (TULIP) which can be accessed through www.ebi-ins.com/tulip.* **The Additional Insured for County shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents" and the Additional Insured for City shall read, "City of Belle Glade, a municipal corporation, its Officers, Employees and Agents". The Certificates shall read "Palm Beach County Board of County Commissioners c/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603" and the "City of Belle Glade, 110 Dr. Martin Luther King, Jr. Blvd., Belle Glade, Florida 33430-3900".**
13. Applicant hereby agrees to a Waiver of Subrogation for each insurance policy required herein. When required by the insurer, or should a policy condition not permit Applicant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Applicant shall notify the insurer and request that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Applicant enter into such an agreement on a pre-loss basis.
14. All Additional non-governmental Applicants and Vendors of the Facility shall comply with all insurance requirements as set forth in Sections 12 and 13- and shall provide City with evidence of the same.
15. Permittees using the kitchenette are required to be physically present in the kitchenette while the microwave oven is being used. Permittees are required to clean up spills, wipe down and remove any splatter from microwave ovens, remove all refrigerated items from the refrigerator at the conclusion of the use and place all perishables and leftover food items in appropriate waste receptacles.
16. There shall be no animals permitted in the Facility except for certified service animals.

17. Applicant shall protect, defend, reimburse, indemnify and hold Palm Beach County, its agents, designees, employees, and elected officials, and the City of Belle Glade, its agents designees, employees and elected officials, free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during, as a result of, or in connection with Applicant's use of the Facility. Applicant assumes the risk associated with the use of the Facility and agrees to hold Palm Beach County and City of Belle Glade, and their respective agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, due to their acts, errors or omissions resulting in bodily injury, including death, or damage to Applicant's property incident to or in connection with Applicant's use of the Facility. In the event Applicant is a governmental entity, nothing contained herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes. Applicant's obligations set forth in this Section 19 shall survive termination, revocation or expiration of this Permit.

Signature of Applicant

Date

EXHIBIT "C"

PERMIT APPLICATION FORM B EVENT

INSTRUCTIONS FOR PERMIT APPLICATION

This application may be used to apply for a permit to use the Belle Glade City Civic Center for an Event.

Applicant must complete this Application and submit the Application, along with a check for the administrative processing fees in the amount of \$ 75.00, at least fifteen (15) days prior to the proposed date of the use. Applicant shall deliver or mail the completed Application to:

Office of the City Clerk
City of Belle Glade
City Hall Commission Chambers
110 Dr. Martin Luther King, Jr. Blvd., West
Belle Glade, Florida 33430-3900

An Application that is not accompanied by the administrative processing fees will not be processed until the fees are received. One-half of the administrative processing fees are refundable in the event that; a) a permit is not ultimately issued for whatever reason, b) the permit Special Conditions are not accepted by the Applicant, or c) the Application is withdrawn prior to the permit being issued. Otherwise, the administrative processing fees are not refundable.

After the completed Application and Administrative Processing Fees are received, a tentative "Hold" will be placed on the schedule for the requested meeting room(s). The Application will be reviewed and the City will advise you of any restrictions, special conditions, security deposit and/or service fees that must be paid or satisfied prior to issuance of the Permit. If you do not agree to comply with the conditions for use, your Application will be withdrawn.

Upon approval of the Permit Application, satisfaction of the conditions for use, and upon payment of all fees, the City will issue a Permit for Use. Upon issuance of the Permit, the City Civic Center meeting room(s) will be "booked" for use at the requested date and time. A Permit may be revoked; if (1) you or your guests do not follow the Facility Rules and Use Policy and the directions of the City Representative, (2) your Event was not accurately described in the Permit Application, (3) a health or safety concern requires the revocation of the Permit, or (4) for any other reason authorized by City policy.

All uses of the City Civic Center are subject to the Facility Rules and Use Policy.

FORM "B"

EVENT PERMIT APPLICATION

(Applications for Events must be submitted with administrative processing fees of \$75.00)

1. APPLICANT INFORMATION (INDIVIDUAL OR ENTITY)

- Individual County/Library School Board Civic Organization
 Non-Profit Other Public Agency Other _____

Contact Name: _____

Address: _____

Phone: _____ E-mail _____ Fax: _____

2. ADDITIONAL USERS

(Are you organizing this Event with another individual(s) or entity? If so, please complete)

Contact Name: _____

Address: _____

Phone: _____ E-mail: _____ Fax: _____

3. REQUESTED MEETING ROOM(S)

- Meeting Room A – Capacity 60
 Meeting Room B – Capacity 80
 Combined Meeting Rooms A & B

4. TELL US ABOUT YOUR EVENT

- Business Meeting Party/Celebration Speech
 Campaign Event Civic Organization Other organization

5. ESTIMATED NUMBER OF ATTENDEES (including everyone who will be there)

- 10 or less 20-30 50 – 60
 10 to 20 30-40 60- 80
 80-140

6. FOOD AND BEVERAGE

A. Will the Event include food and beverage? Yes No

If yes, please check off as applicable

Pre-packaged food (donuts, chips, etc)

Home cooked,

Canned or bottled beverages

Barbecue

Other _____

B. Is the Event catered? Yes No

Caterer's Name (if applicable) _____

C. Will alcohol be served at the Event? Yes No

If yes, who will be responsible for serving the alcohol? _____

7. TELL US WHAT YOU PLAN ON USING AT YOUR EVENT

Check off anything you plan on using for your Event:

Radio/Stereo

Computer/AV Equipment

Microphone or speakers

Signs, flyers, leaflets

Decorations

Other _____

8. WHAT VENDORS ARE ASSISTING WITH THE EVENT

Vendors are businesses or people that get paid to provide equipment, decorations, food, music, party rentals or other supplies or services.

Food _____

Band/DJ/Music _____

Decorations _____

Amusement activities/clowns, etc. _____

Other (explain) _____

9. ADVERTISING

Will the Event be advertised to the Public? Yes No

If yes, by what means?: Radio TV Other

All announcements (verbal and written) bearing the Civic Center address or location of the Non-County Event or Non-County Meeting shall include the following disclaimer:

“This Event is not sponsored by or affiliated with Palm Beach County”

FACILITY RULES AND USE POLICY

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1. Applicant shall be solely responsible for items left at the Facility by guests, workers, employees or representatives of the Applicant. The City shall not be responsible for items left by the Applicant.
2. Applicant shall return the Facility, including any furniture and equipment therein, in the same condition it was received. Chairs and tables are not permitted on the stage unless specifically requested and identified as approved in the Permit or Special Conditions. Applicant shall remove any refuse, pick-up all trash and place it in receptacles and arrange the furniture and chairs back to the original configuration. Applicant shall compensate the City for any repairs or cleaning required but not accomplished by the Applicant as determined by the City. Applicant may be required to pay a security deposit to secure the cleanup and restoration of the premises and from which all required costs of clean up and restoration shall be deducted prior to return of the deposit.
3. Applicant shall be responsible for all deliveries to the Facility using the delivery area and/or the procedures identified by the City.
4. Applicant shall not use the Facility, or any part thereof, for any purpose other than the use contained in the Application without written consent from the City.
5. Applicant shall not use or store, nor permit to be used or stored, in the Facility, or any part thereof, any substance or object prohibited by law or ordinance, or by standard fire insurance policies issued by companies operating in Florida, including any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha, or similar substances, or explosives of any kind.
6. Applicant shall not store, possess or use drugs or gambling devices at the Facility, nor permit others to do so. Smoking is prohibited in the Facility.
7. Applicant shall not tape or affix decorations or signs to walls or ceilings, post banners, posters or any other displays on or in the Facility.

8. Only when specifically identified in the Permit as approved, barbecuing/cooking is permitted in the designated area only at the rear of the building and food must be plated and served inside the Facility. Doors will not be left propped open.
9. There shall be no consumption of alcohol and no open containers containing alcoholic beverages in the parking lot, outside of the building or in any area of the Facility, except as specifically approved in a Permit and if approved, consumption and/or open containers must be confined to Meeting Rooms A and/or B.
10. Applicant shall not employ noise amplification devices unless specifically identified in the Permit as approved.
11. Applicant shall abide by all laws of the United States, the State of Florida, the County of Palm Beach, the City of Belle Glade and all regulations of the Palm Beach County Fire Rescue Department and the Public Health Department.
12. Applicant shall not employ alternative electrical power sources.
13. If Applicant is a non-governmental entity then Applicant shall provide and maintain at its sole cost and expense, in a form and content acceptable to the City, Commercial General Liability Coverage at a limit of liability of not less than \$300,000 Each Occurrence and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis. Notwithstanding the foregoing, City may require additional coverage(s) of the type(s) and in the amount(s) specified by the City based upon the requested use. Applicant shall provide City, at least five (5) days prior to the date of the requested use, with a certificate(s) of insurance evidencing the required coverage(s) **and naming the City of Belle Glade and Palm Beach County as additional insureds and certificate holders.** *The Applicant may choose to purchase insurance coverage(s) through the County's Tenant Applicant's Liability Insurance Program (TULIP) which can be accessed through www.ebi-ins.com/tulip.* **The Additional Insured for County shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents" and the Additional Insured for City shall read, "City of Belle Glade, a municipal corporation, its Officers, Employees and Agents". The Certificates shall read "Palm Beach County Board of County Commissioners c/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603" and the "City of Belle Glade, 110 Dr. Martin Luther King, Jr. Blvd., Belle Glade, Florida 33430-3900".**
14. Applicant hereby agrees to a Waiver of Subrogation for each insurance policy required herein. When required by the insurer, or should a policy condition not permit Applicant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Applicant shall notify the insurer and request that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Applicant enter into such an agreement on a pre-loss basis.

15. For Events involving alcohol, Applicant shall provide City with proof of liquor liability insurance coverage in the amount \$1,000,000. Except as modified herein, Applicant shall comply with all other requirements as set forth in Section 13 and Section 14 above, as applicable. Insurance coverage may also be provided by way of a Commercial General Liability policy utilizing Liquor Liability endorsement CG 24 08.
16. All Additional non-governmental Applicants and Vendors of the Facility shall comply with all insurance requirements as set forth in Sections 13, 14 and 15 and shall provide City with evidence of the same.
17. Applicant shall protect, defend, reimburse, indemnify and hold Palm Beach County, its agents, designees, employees, and elected officials, and the City of Belle Glade, its agents designees, employees and elected officials, free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during, as a result of, or in connection with Applicant's use of the Facility. Applicant assumes the risk associated with the use of the Facility and agrees to hold Palm Beach County and City of Belle Glade, and their respective agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, due to their acts, errors or omissions resulting in bodily injury, including death, or damage to Applicant's property incident to or in connection with Applicant's use of the Facility. In the event Applicant is a governmental entity, nothing contained herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes. Applicant's obligations set forth in this Section 18 shall survive termination, revocation or expiration of this Permit.
18. Permittees using the kitchenette are required to be physically present in the kitchenette while the microwave oven is being used. Permittees are required to clean up spills, wipe down and remove any splatter from microwave ovens, remove all refrigerated items from the refrigerator at the conclusion of the use and place all perishables and leftover food items in appropriate waste receptacles
19. For Events involving non-prepackaged food, Applicant acknowledges that there is an inherent risk in serving/providing food to persons known and unknown and that Applicant will exercise reasonable food safety precautions including food handling, preparation and storage safety precautions such as those listed on the following FDA and USDA websites: <http://www.fda.gov/Food/ResourcesForYou/Consumers/ucm255180.htm>, http://www.fsis.usda.gov/Fact_Sheets/Barbecue_Food_Safety/index.asp, http://www.fsis.usda.gov/Fact_Sheets/Safe_Food_Handling_Fact_Sheets/index.asp. Applicant shall take reasonable measures to warn invitees and guests with food allergies concerning the potential presence of allergens. Applicant assumes all risks associated with the service of food including food allergies, contamination and other risks inherently associated with serving food products.
20. There shall be no animals permitted in the Facility except for certified service animals.

By my signature below, I certify that I have the authority to represent and obligate the Applicant listed above and shall comply with the terms of this Application, the Facility Rules and use Policy, and all regulations, laws and ordinances of the Palm Beach County Board of County Commissioners and the City of Belle Glade in regard to the use of the Facility. I also agree to accept the Facility as it exists at the time of use and to the indemnification set forth above.

Signature of Applicant

Date: _____

Printed Name and Title of Applicant

TO BE PROVIDED TO APPLICANT FOLLOWING EVALUATION OF THE APPLICATION:

- Permit Approved *Subject To Special Conditions & Fees attached as Exhibit A-1*
- Permit Approved (No Special Conditions or Fees)
- Permit Not Approved

CITY REPRESENTATIVE

Date: _____

Exhibit "D"
Special Condition Fees and Review Procedures

Only the FDO Representative has the authority to impose Special Conditions and to select and order the services from county employees, contractors, or the Palm Beach County Sheriff's Office (PBSO), as required to satisfy Special Conditions for a City Event. The City acknowledges that these internal fee review procedures are being provided to assist the City Representative in advising Applicants of potential costs associated with an Event. The City agrees that it shall not contact, nor direct any Applicant to contact, representatives of the Library, FDO/Facilities Services, FDO Facilities Management, Risk Management or PBSO directly during the review period as such contact will only slow down the review and interfere with the coordination and application of the Special Conditions by the FDO Representative.

Special Conditions are provided by the County to be incorporated by City into a Permit and including conditions or restrictions, additional insurance requirements and/or Special Condition Fees as described herein and summarized in Table D-1 below.

(1) Custodial Services

The FDO Representative shall internally coordinate with the Facilities Services Section of FDO to determine if the Event requires any additional or specialized custodial services. If additional or specialized custodial services are required, the Facilities Service Director will determine the number of hours of service required and advise the Business and Community Agreement Manager accordingly. The Applicant will be charged the rate for such services contained in the County's current contracted custodial agreement with a three hour minimum charge. At the time of execution of this Agreement, the rates are as follows:

- 1) Monday through Friday \$44.00/hour with a three (3) hour minimum
- 2) Saturday or Sunday \$66.00/hour with a three (3) hour minimum

Minimum notice of one to two weeks is required to schedule custodial services. The FDO Representative will notify the City Representative of changes to the rates in the future.

(2) HVAC and/or Electrical Support

The FDO Representative shall internally coordinate with the Facilities Management Division/West Region of FDO to determine if the Event requires any HVAC and/or Electrical Support (Trade Services). If Trade Services are required, FMD/West Regional Manager will determine the number of hours of service required and advise the Business and Community Agreement Manager accordingly. The Applicant will be charged \$40/hr for such services or the identical rate charged for similar services pursuant to PPM CW-O-024. There is a three (3) hour minimum.

(3)(a) PBSO/Security

The FDO Representative shall internally coordinate with the PBSO/District 13 to determine if the Event requires any on-site security services. If PBSO determines that security services are required, PBSO will determine the number of deputies and hours of service required and advise the FDO Representative accordingly. The Applicant will be charged the rate charged by the PBSO for an Off-Duty Permit and there is a three (3) hour minimum. The current off-duty permit rates can be viewed at www.pbso.org. Security services shall be provided by officers familiar with Belle Glade if practicable.

Premium Days are New Year's Eve and Day, Super Bowl Sunday, Easter, Memorial Day, Independence Day, Labor Day, Halloween, Thanksgiving Day, Christmas Eve and Christmas Day. Additional charges apply on Premium Days.

(3)(b) PBSO/Parking and Traffic Control

The FDO Representative shall internally coordinate with Library Representative and PBSO/District 13 to determine if the use requires any parking and/or traffic control services to ensure that the City Event or City Meeting/Lecture does not interfere with the operation of the County Library or inappropriately impact the surrounding neighborhoods. If PBSO determines that parking and/or traffic enforcement services are required, PBSO will determine the number of deputies and hours of service required and advise the FDO Representative accordingly. The Applicant will be charged the rate charged by the PBSO for an Off-Duty Permit and there is a three (3) hour minimum. The current off-duty permit rates can be viewed at www.pbso.org.

Premium Days are New Year's Eve and Day, Super Bowl Sunday, Easter, Memorial Day, Independence Day, Labor Day, Halloween, Thanksgiving Day, Christmas Eve and Christmas Day. Additional charges apply on Premium Days.

(4) Insurance Coverage

The FDO Representative shall internally coordinate with the County Risk Management Department to determine if the Event requires any insurance coverage beyond the minimum required by the Permit Application. Any and all insurance coverage can be provided by the Applicant's carrier or the Applicant may choose to purchase coverage through the County's Tenant Applicants Liability Insurance Program (TULIP) which can be accessed through www.ebi-ins.com/tulip or City insurance program or City's insurance program if applicable.

TABLE "D-1"
SPECIAL CONDITIONS

County Fee	Fee	Application
(1) Custodial	<p>\$44/hr for a 2 person crew with a 3 hour minimum</p> <p>\$66/hr for 2person crew with a 3 hr minimum on Saturday and Sunday.</p>	<p>Will be applied when Event requires services beyond the normal service days/hours. For Events which overlap regular hours, 3 hr minimum may not apply.</p> <p>Routine cleaning only includes emptying of bagged trash and floor cleaning in the kitchenette. If City representative does not take responsibility for all other kitchenette cleaning and restoration of room to standard condition, custodial fees will be assessed or applied retroactively.</p> <p>In the event that an additional dumpster pick-up is required, the cost will be applied to the application.</p> <p>Fees for Events that are cancelled more than two Business Days in advance of the Event, will be 100% refundable. No shows will be charged the minimum rate.</p>
(2) Trades and Support	<p>\$40/hr for HVAC, electrician, plumber or general maintenance mechanic or electronic technician with a 3 hr minimum.</p>	<p>For Events which overlap regular hours, 3 hr minimum may not apply.</p> <p>In the event that trade support is dispatched, the 3 hr minimum or actual time (whichever is more) will be applied.</p> <p>Fees for Events that are cancelled more than two Business Days in advance of the Event, will be 100% refundable. No shows will be charged the minimum rate.</p>
(3) PBSO	<p>\$42.00/hr D/S \$57.00/hr D/S</p> <p>\$49.00/hr Supv \$64.00/hr Supv</p> <p>\$55.00/hr OIC \$70.00/hr OIC</p> <p>All with 3 hr minimum.</p>	<p>Prices subject to change by PBSO at any time. These are a direct pass-through.</p> <p>Number of and rank of D/S, Sgt, OIC required is solely within PBSO's discretion and pursuant to General Order 214.00</p> <p>Premium dates are New Years Eve and Day, Super Bowl Sunday, Easter, Memorial Day, Independence Day, Labor Day, Halloween, Thanksgiving Day and Christmas Eve and Day.</p> <p>Fees for Events that are cancelled more than two Business Days in advance of the Event, will be 100% refundable. No shows will be charged the minimum rate.</p>
(4) Insurance	Varies	The FDO Representative will contact Risk Management and determine if special insurance requirements apply.
<p>Charges for damage caused by invitee will be charged to City at actual cost. Any call-outs for repairs, clean-up or restoration will typically be charged per Exhibit "D-1".</p>		

EXHIBIT "E"
TABLE OF FEES FOR MEETING/LECTURE

MEETING/LECTURE TABLE OF FEES* (Green always applies. Yellow is not applicable. Red is refundable.)		
Fee Type	City Fee	County Fee
(1) Administrative Processing Fee	\$ 25.00	None
(2) Facility Fee	\$25.00 per hour	None
(3) Staff Fee	None	None
(4) Deposit	\$100.00	None

*Does not include the cost of insurance

EXHIBIT "F"
TABLE OF FEES FOR EVENTS

EVENT TABLE OF FEES* (Green always applies. Yellow <u>may</u> be applicable. Red is refundable.)		
Fee Type	City Fee	County Fee
Administrative Processing Fee	\$ 25.00	\$50.00
Facility Fee	\$25.00 per hour	None
Staff Fee	\$20.00 hour \$30.00 hour/overtime	None
Custodial fee	None	NEED BASED ON ACTIVITY IMPACT \$44/hr w. 3 hour minimum \$66/hr w. 3 hr min weekend
Security Fee (PBSO)	None	NEED BASED ON ACTIVITY IMPACT \$42.00/hr \$57.00/hr D/S \$49.00/hr \$64.00/hr Supv \$55.00/hr \$70.00/hr OIC 3 hr minimum applies
Deposit	\$100. 00 unless alcohol is served \$250. 00 if alcohol is served	None

* Does not include the cost of insurance.

ATTACHMENT 2

CITY CIVIC CENTER FLOOR PLAN
EXHIBIT A

