

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: December 3, 2013

Consent

Regular

Ordinance

Public

Department: Facilities Development & Operations

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to receive and file: Various executed License Agreements as follows:

1. Standard License Agreement for Commercial Activity with the Palm Beach Chapter of the Florida Engineering Society (2300 N. Vista Parkway);
2. Standard License Agreement for Use of County-owned Property with Intersport, Inc. (Summit Library);
3. Standard License Agreement for Commercial Activity with The Curators of the University of Missouri on behalf of Missouri Law Enforcement Training Institute; (Animal Care and Control);
4. License Agreement with the Palm Beach County Health Department (1 West Wing Suite, 2633 Vista Parkway);
5. Standard License Agreement for Use of County-Owned Property with AARP (North County Senior Center); and
6. Standard License Agreement for Use of County-Owned Property with Glitch Happens, LLC. (North County Senior Center)

**Summary:** In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached Standard License Agreements, dated from June 24, 2013 to October 10, 2013, have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator or his designee in accordance with R2010-0333. These executed documents are now being submitted to the Board to receive and file. **(FDO Admin) Countywide (MJ)**

**Background & Justification:** The Resolution (R2010-0333) which provided authority for the County Administrator or his designee to execute commercial license agreements was designed to expedite and streamline the process for commercial use of county owned property after submission of an application for use and after determination of whether a license fee should be charged for the use. There is no license fee if the applicant demonstrates that (i) the activity is for the purpose of promoting community interest and welfare and (ii) the applicant will not realize a profit based on the use. PPM CW-O-051 requires the executed agreements be submitted for filing.

**Attachments:**

1. Standard License Agreement for Commercial Activity with the Palm Beach Chapter of the Florida Engineering Society (2300 N. Vista Parkway)
2. Standard License Agreement for Use of County-owned Property with Intersport, Inc. (Summit Library)
3. Standard License Agreement for Commercial Activity with The Curators of the University of Missouri on behalf of Missouri Law Enforcement Training Institute;
4. License Agreement with the Palm Beach County Health Department (1 West Wing Suite, 2633 Vista Parkway);
5. Standard License Agreement for Use of County-Owned Property with AARP (North County Senior Center)
6. Standard License Agreement for Use of County-Owned Property with Glitch Happened, LLC. (North County Senior Center).

Recommended By: Army Wolf 11/3/13  
Department Director Date

Approved By: [Signature] 11/24/13  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	* _____	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget:</b>	Yes _____	No _____			
Budget Account No:	Fund	Dept	Unit	Rvcs	

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

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

**III. REVIEW COMMENTS**

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

\* Unanticipated Revenue will be received. Amount indeterminate at this time.

*Susan Henry* 11/12/13  
 OFMB *KD* *11/8* *11/12/13*

*Jim J. Jacobson* 11/19/13  
 Contract Development and Control  
 11-19-13 *Jacobson*

**B. Legal Sufficiency:**

*[Signature]* 11/20/13  
 Assistant County Attorney

**C. Other Department Review:**

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

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

*The Application attached to this License Agreement may be used to apply to conduct a commercial activity on Palm Beach County-owned property.*

### **STANDARD LICENSE AGREEMENT FOR COMMERCIAL ACTIVITY**

This License Agreement made and entered into August 30, 2013 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Palm Beach Chapter of the Florida Engineering Society, hereinafter referred to as "Licensee".

#### **WITNESSETH:**

**WHEREAS**, Licensee has applied to conduct a commercial activity on Palm Beach County-owned property via the Application for Use of Palm Beach County-Owned Property For Commercial Activities (the "Application"), attached hereto as **Exhibit "A"** and incorporated herein by reference; and

**WHEREAS**, County is the owner of the real property and/or improvements described on the Application; and

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

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

1. **Premises**

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on the Application. The Application, which may include special conditions of use as set forth in the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

2. **Length of Term and Commencement Date**

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

3. **Licensee Fee**

The Licensee shall pay the License Fee identified on the Application as determined by the County, together with applicable sales taxes thereon. Additional charges may accrue for custodial, set-up or special requirements as indicated on the Application.

4. **Termination**

The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

5. **Waste or Nuisance**

Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

6. **Governmental Regulations**

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**

Licensee 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.

8. **Surrender of Premises**

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

9. **Maintenance and Repair**

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

10. **Indemnification of County**

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. **Insurance**

A. **For Non-Government Entities**

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read

"Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this License Agreement. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Licensee's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Licensee shall look solely to any insurance in its favor without making any claim against the County, and the Licensee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the County.

**B. For Government Entities**

If the Licensee is a government entity, Licensee acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Licensee is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

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

Licensee shall maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440 Florida Statutes.

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

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

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

12. **Utilities**

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

13. **Rules of Premises**

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

14. **Subcontracting**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

15. **Entire Agreement**

This License Agreement 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 Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by 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 the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the

following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

FDO Business & Community Agreements Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411  
Fax: (561) 233-0206

with a copy to:

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

(b) If to the Licensee at:

Licensee Name: Palm Beach Chapter of the Florida Engineering Society

Licensee Representative: FES c/o Jimmy Ritchie, PE

Licensee Address: 2035 Vista Parkway, Suite 100

City: West Palm Beach

State: FL

Zip Code: 33411

Fax: (561) 687-2220

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

17. **Severability**

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

18. **WAIVER OF JURY TRIAL**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

19. **Governing Law and Venue**

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



20. **Recording**

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

21. **Time of Essence**

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

22. **Palm Beach County Office of the Inspector General**

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have 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 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. **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 Licensee.

Remainder of page intentionally left blank

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

WITNESS:

LICENSEE:

By: Courtney Page  
Signature

By: JWR  
Signature

Courtney Page  
Print Witness Name

JAMES W. RICHIE  
Print Name

PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida

By: Anthony Wong JWR  
Director of Facilities Development & Operations

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

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

WITNESS:

LICENSEE:

By: Courtney Page  
Signature

By: JWR  
Signature

Courtney Page  
Print Witness Name

JAMES W. RICHIE  
Print Name

PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida

By: \_\_\_\_\_ JAK  
Director of Facilities Development & Operations

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

**Exhibit "A"**

**APPLICATION FOR USE OF PALM BEACH COUNTY-OWNED  
PROPERTY FOR COMMERCIAL ACTIVITIES**

**APPLICATION FOR USE OF PALM BEACH COUNTY-OWNED  
PROPERTY FOR COMMERCIAL ACTIVITIES**

This application may be used to apply for a permit to use a Palm Beach County-owned property for commercial activities. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Facilities Development & Operations Department (FDO)  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603  
ATTN: Director  
Telephone: 561-233-0215  
Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use and fees for the Use as defined herein. Any fees are due prior to the Use.

**1. USER/APPLICANT**

Name of Applicant: **Jimmy Ritchie, PE**

Name of Organization/Licensee: **Palm Beach Chapter of the Florida Engineering Society**

Address: **c/o Wantman Group, 2035 Vista Parkway, Ste 100**

City: **West Palm Beach** State: **FL** Zip Code: **33411**

Name & Title of Authorized Representative: **Jimmy Ritchie, PE, President**

Type of Organization: Public Agency  Non-Profit  Other (Specify)

\_\_\_\_\_

**2. REQUESTED PROPERTY**

Name and Address of Property Requested (Include property address, name of facility, room or area requested, as applicable): **County Building**

Address: **2300 N. Jog Road, Room 3-W-12**

City: **West Palm Beach** State: **FL** Zip Code: **33411**

**3. USE**

Nature of Use (Please check one): Training  Educational

Recreational  Meeting  Non-Profit Event  Other \_\_\_\_\_

Does Use include the sale of Goods and/or Services? Yes  No

Will User charge an Admission Fee and/or Participation Fee? Yes  No

Amount to be charged for Admission Fee and/or Participation Fee:

**\$100 Members, \$150 Non Members, \$0 County Employees**

Detailed Description of the Nature and Purpose of Use (Attach additional sheets, as necessary): **Review Course for Professional Engineers Exam**

**4. FOOD AND BEVERAGE**

Use includes food and/or beverages? Yes  No

Use includes the sale, use or consumption of alcohol? Yes  No

**5. DATE**

Date(s) of Use: **9/3/13 - 10/10/13 (Tue & Thu only)**

Time(s) of Use: **7:00 PM - 9:00 PM**

**6. EQUIPMENT**

Amount of Equipment Requested: Tables 4 Chairs 15

All equipment contained or used within the property is subject to approval by FDO.

**7. ADDITIONAL USERS**

Organization(s) participating in use, if other than Applicant (Attach additional pages to list more organizations/individuals): **N/A**

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ E-mail: \_\_\_\_\_

Status: Non Profit  Profit  Other \_\_\_\_\_ (Explain)

Contact Person: \_\_\_\_\_

**8. VENDORS**

List all vendors of the event: **N/A**

**9. ADVERTISING**

Will the event be advertised to the public? Yes  No

If yes, by what means?: Radio  TV  Internet  Other **FLYERS**

**TO BE PROVIDED BY FDO (After evaluation of the Application):**

**1. FEES**

_____	License Fees	\$ _____
_____	Custodial Costs	\$ <u>N/A</u>
_____	Service Costs	\$ _____
_____	Other Costs	_____

2. Special Conditions of Use: See Exhibit 'A-1' attached hereto and made a part hereof.

By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.

JWR  
Signature of Authorized Representative

Date: 9/3/13

JAMES W. RICHIE, PRESIDENT, PALM BEACH CHAPTER  
Printed Name and Title of Authorized Representative

**APPROVED BY:**

Rudolf Wolf  
Director, Facilities Development & Operations Department

Date: 9/3/13

OTHER DEPARTMENTAL REVIEW (If necessary):

\_\_\_\_\_  
Signature of Director of Department

Date: \_\_\_\_\_

### **Exhibit "A-1"**

Special Conditions of Use - Standard License Agreement for Commercial Activity  
Palm Beach Chapter of the Florida Engineering Society  
09/03/13-10/10/13

1. A minimum of 1 Palm Beach County employee must be in attendance at each class session.
2. Licensee shall allow Palm Beach County employees to participate in the review course at no cost.
3. All fees collected by the Licensee from Participants shall only be: (i) used to cover the costs/expenses regarding the training seminar and/or (ii) placed in the Licensee's scholarship fund.
4. Licensee shall advise on-site security when each class is finished and the Participants are vacating the Premises.
5. No alcoholic beverages shall be sold, used or consumed at the Premises.
6. Smoking is prohibited on the Premises, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.
7. Licensee shall not employ alternative electrical power sources without the approval of FDO.
8. Licensee shall be responsible for items left at the Premises by guests, workers, employees or representatives of the Licensee. The County shall not be responsible for items left behind by the Licensee.
9. Licensee shall be responsible for all deliveries of equipment or other objects to the Premises.
10. Licensee shall not store, possess or use drugs or gambling devices at the Premises or permit others to do so.
11. Licensee shall not post signs, banners, posters or any other displays on or in the Premises or affix decorations to walls or ceilings without the approval of FDO.
12. Licensee shall not employ noise amplification devices unless approved by FDO.
13. Licensee and Participants shall park within parking spaces located in front or to the North of the Building. Under no circumstances is anyone to park in the garage. Parking is available on a first come first served basis.
14. All accidents or incidents occurring on the Premises shall be immediately reported by the Licensee to an on-site uniformed security guard.
15. All announcements (verbal and written) bearing the County address or location of the Premises shall include the following disclaimer:

**"This event is not sponsored by or affiliated with Palm Beach County"**

16. Commencement of use of the Premises indicates acceptance, by the Licensee, of the Special Conditions of Use set forth herein.





# Palm Beach Chapter

- About Us
- Join FES
- Scholarships
- K-12 Outreach
- Calendar
- Contact Us

- Executive Board
- Committee Chairs
- Liaisons
- State Committee
- Code of Ethics
- Newsletter Archives

## About Us

### Engineer's Creed

As a professional engineer, I dedicate my professional knowledge and skill to the advancement and betterment of human welfare. I pledge: to give the utmost of performance; to participate in none but honest enterprise; to live and work according to the laws of man and the highest standards of professional conduct; to place service before profit, the honor and standing of the profession before personal advantage, and the public welfare above all other considerations. In humility and with need for Divine Guidance, I make this pledge.

### Executive Board

Name/Position	Firm	Phone	Email
Arnoldo Ariles, PE Secretary	Kimley-Horn and Associates, Inc.	561-840-0810	secretary@pbfes.org
Jimmy Richle, PE President	Wantman Group	561-472-8125	president@pbfes.org
Bonnie McLeod, PE Vice President	Mathews Consulting	561-655-6175	vicepresident@pbfes.org
Krystin Berntsen, PE Treasurer	Palm Beach County Water Utilities	561-493-6000	treasurer@pbfes.org
Karen Brandon, PE State Director	AECOM	561-684-3375	statedirector@pbfes.org
Joanne Keller, PE Past President	Palm Beach County Board of County Commissioners	561-684-4090	president@pbfes.org



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: JMC

DATE (MM/DD/YYYY)

08/15/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101 Sharon L. Zach	800-338-1391	CONTACT NAME:	
	888-621-3173	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #: FLORI-1	
INSURED Florida Engineering Society, Inc., & Florida Institute of Consulting Engineers 125 S. Gadsden Street Tallahassee, FL 32302	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Hartford Insurance Company	22357
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		84SBWLW6359  PROFESSIONAL LIAB EXCL	11/01/12	11/01/13	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		84SBWLW6359	11/01/12	11/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		84SBWLW6359	11/01/12	11/01/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	84WBGKD2874	11/01/12	11/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: PE Exam Refresher Course at the Palm Beach County Government Building, 2300 N Jog Road, West Palm Beach, FL 33411 for the Palm Beach Chapter - When required by written contract: Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees, and agents c/o Facilities Development & Operations

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
PALM  Palm Beach County 301 North Olive Avenue West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jeff Conolly</i>

**NOTEPAD:**

HOLDER CODE **PALM**  
INSURED'S NAME **Florida Engineering Society,**

**FLORI-1**  
**OP ID: JMC**

PAGE 2  
DATE **08/15/13**

Management are included as additional insured for above coverages except WC.

(GLAI)



**Department of Engineering  
and Public Works**

P.O. Box 21229  
West Palm Beach, FL 33416-1229  
(561) 684-4000  
FAX: (561) 684-4050  
www.pbcgov.com

**Palm Beach County  
Board of County  
Commissioners**

Steven L. Abrams, Mayor  
Priscilla A. Taylor, Vice Mayor  
Hal R. Valeche  
Paulette Burdick  
Shelley Vana  
Mary Lou Berger  
Jess R. Santamaria

**County Administrator**

Robert Weisman

**INTER-OFFICE MEMORANDUM**

**TO:** Terry Hearn  
Secretary, Facilities

**FROM:** Tammy Lee *TLL*  
Administrative Assistant

**DATE:** August 14, 2013

**RE:** FES Fee Waiver for Conference Room Use

---

For the past several years, the Palm Beach County Engineering and Public Works Department (Department) has hosted the Florida Engineering Society Palm Beach Chapter (FES) who has provided a refresher course for engineers in the community who will be sitting for their State licensure exam. The Department requests and supports the waiver of the commercial license fee as the: (i) activity is for the purpose of promoting community interest and welfare; and (ii) FES will not realize a profit. The foregoing is supported by the following:

1. FES is a not for profit organization representing the interests of engineers in Florida;
2. All fees collected are used only to cover the costs and expense of holding the course with any and all remaining funds being placed in the FES scholarship fund;
3. The County by hosting the refresher course incurs virtually no additional expense related to hosting the course above those already incurred in the normal course of the County's operations;
4. There are no participation fees charged to County Employees who attend the refresher course.

:tl

**c:** Tanya N. McConnell, P.E., Deputy County Engineer  
George T. Webb, P.E., County Engineer

"An Equal Opportunity  
Affirmative Action Employer"

**STANDARD LICENSE AGREEMENT  
FOR USE OF COUNTY-OWNED PROPERTY**

This License Agreement made and entered into Oct. 10, 2013, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Intersport, Inc. hereinafter referred to as "Licensee".

**WITNESSETH:**

**WHEREAS**, Licensee has applied for a License to Use County owned property via the Application for License to Use County-Owned Property (the "Application"), attached hereto as **Exhibit "A"** and incorporated herein by reference; and

**WHEREAS**, County is the owner of the real property and/or improvements described on the Application; and

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

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

**1. Premises**

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on the Application. The Application, which may include special conditions of use as set forth in the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

2. **Length of Term and Commencement Date**

This License Agreement shall commence upon execution by both parties (the "Commencement Date"). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, one year from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. **License Fee**

The Licensee shall pay the License Fee identified on the Application as determined by the County, together with applicable sales taxes thereon. Additional charges may accrue for custodial, set-up or special requirements as indicated on the Application.

4. **Termination**

The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

5. **Waste or Nuisance**

Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

6. **Governmental Regulations**

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**

Licensee 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.

8. **Surrender of Premises**

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

9. **Maintenance and Repair**

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

10. **Indemnification of County**

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. **Insurance**

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the

State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this License Agreement. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Licensee's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Licensee shall look solely to any insurance in its favor without making any claim against the County, and the Licensee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the County.

12. **Utilities**

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

13. **Rules of Premises**

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

14. **Subcontracting**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.



15. **Entire Agreement**

This License Agreement 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 Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by 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 the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

FDO Business & Community Agreements Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411  
Fax: (561) 233-0206

with a copy to:

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

(b) If to the Licensee at:

Intersport, Inc.  
C/O Tye Eckert  
20 West Kinzie Street, Ste. 1600  
Chicago, IL 60654  
Fax: 312-661-0622

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

17. **Severability**

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

18. **WAIVER OF JURY TRIAL**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

19. **Governing Law and Venue**

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

20. **Recording**

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

21. **Time of Essence**

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

22. **Palm Beach County Office of the Inspector General**

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have 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 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. **No Third Party Beneficiary**

No provision of this License Agreement 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 License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

WITNESS:

Intersport, Inc.

By: Anthony Luneckas  
Signature

By: [Signature]  
Tye Eckert, Senior Account Executive

Anthony Luneckas  
Anthony Luneckas

PALM BEACH COUNTY, a Political Subdivision of the State of Florida

By: Anthony Wolf [Signature]  
Director, Facilities Development & Operations

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

**Exhibit "A"**

**APPLICATION FOR LICENSE TO USE**  
**COUNTY-OWNED PROPERTY**

10.14.13  
7am-7pm

**APPLICATION FOR LICENSE TO USE  
COUNTY-OWNED PROPERTY**

This application may be used to apply for a License to use County owned property. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Facilities Development & Operations Department (FDO)  
PBCFacilityUsePermit@pbcgov.org  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603  
ATTN: Director  
Telephone: 561-233-0215  
Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use, and fees for the Use as defined herein. Any fees are due prior to the Use.

**1. USER/APPLICANT**

Name of Applicant: Tye Eckert

Name of Organization/Licensee: Intersport, Inc.

Address: 20 West Kinzie St. Ste. 1600

Telephone: 630.863.4414

Email: aluneckas@Intersportnet.com

Name and Title of Authorized Representative: Senior Account Executive, Tye Eckert

Type of Organization: Public Agency  Non-Profit  Other(Specify)  
Corporation

**2. REQUESTED PROPERTY**

Name and Address of Property Requested (Include property address, name of facility, room or area requested, as applicable): Lot on corner of Summit/Across Trump  
See Exhibit "A" attached hereto.

**3. USE**

Nature of Use (Please check one): Training  Educational

Recreational  Meeting  Non-Profit Event  Other

Does Use include the sale of Goods and/or Services? Yes  No

Will User charge an Admission Fee and/or Participation Fee? Yes \_\_\_\_\_ No X

Amount to be charged for Admission Fee and/or Participation Fee: Zero

Detailed Description of the Nature and Purpose of Use (Attach additional sheets, as necessary): Parking for a Cadillac Sponsored golf clinic/customer appreciation event

**4. FOOD AND BEVERAGE**

Use includes food and/or beverages? Yes \_\_\_\_\_ No x

Use includes the sale, use or consumption of alcohol? Yes \_\_\_\_\_ No x

**5. DATE**

Date(s) of Use: October 14, 2013

Time(s) of Use: 7:00 AM- 7:00 PM

**6. EQUIPMENT**

Amount of Equipment Requested: Tables 0 Chairs 0

All equipment contained or used within the property is subject to approval by FDO.

**7. ADDITIONAL USERS**

Organization(s) participating in use, if other than Applicant (Attach additional pages to list more organizations/individuals): NONE

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_

Status: Non Profit \_\_\_\_\_ Profit \_\_\_\_\_ Other \_\_\_\_\_ (Explain)

Contact Person: \_\_\_\_\_

**8. VENDORS**

List all vendors of the event: NONE

**9. ADVERTISING**

Will the event be advertised to the public? Yes \_\_\_\_\_ No x

If yes, by what means?: Radio \_\_\_\_\_ TV \_\_\_\_\_ Internet \_\_\_\_\_ Other \_\_\_\_\_

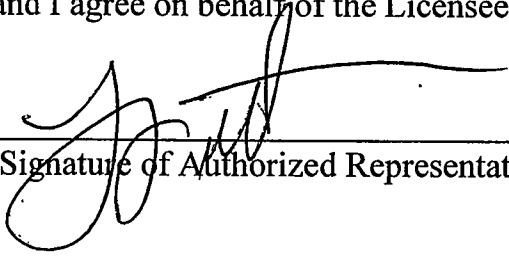
**TO BE PROVIDED BY FDO (After evaluation of the Application):**

**1. FEES AND ADDITIONAL CHARGES**

<u>X</u>	License Fees	\$ <u>105.54</u>
_____	Custodial Costs	\$ _____
_____	Service Costs	\$ _____
_____	Other Costs	\$ _____

**2. Special Conditions of Use:** See attached Exhibit A-1

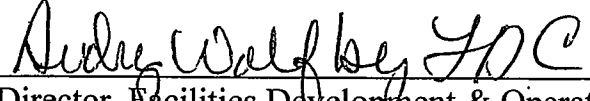
By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.

  
\_\_\_\_\_  
Signature of Authorized Representative

Date: 9-23-13

Tye Eckert, Senior Account Executive  
Printed Name and Title of Authorized Representative

**APPROVED BY:**

  
\_\_\_\_\_  
Director, Facilities Development & Operations Department

Date: 10/2/13

**OTHER DEPARTMENTAL REVIEW (If necessary):**

\_\_\_\_\_  
Signature of Director of Department

Date: \_\_\_\_\_



EXHIBIT "A"

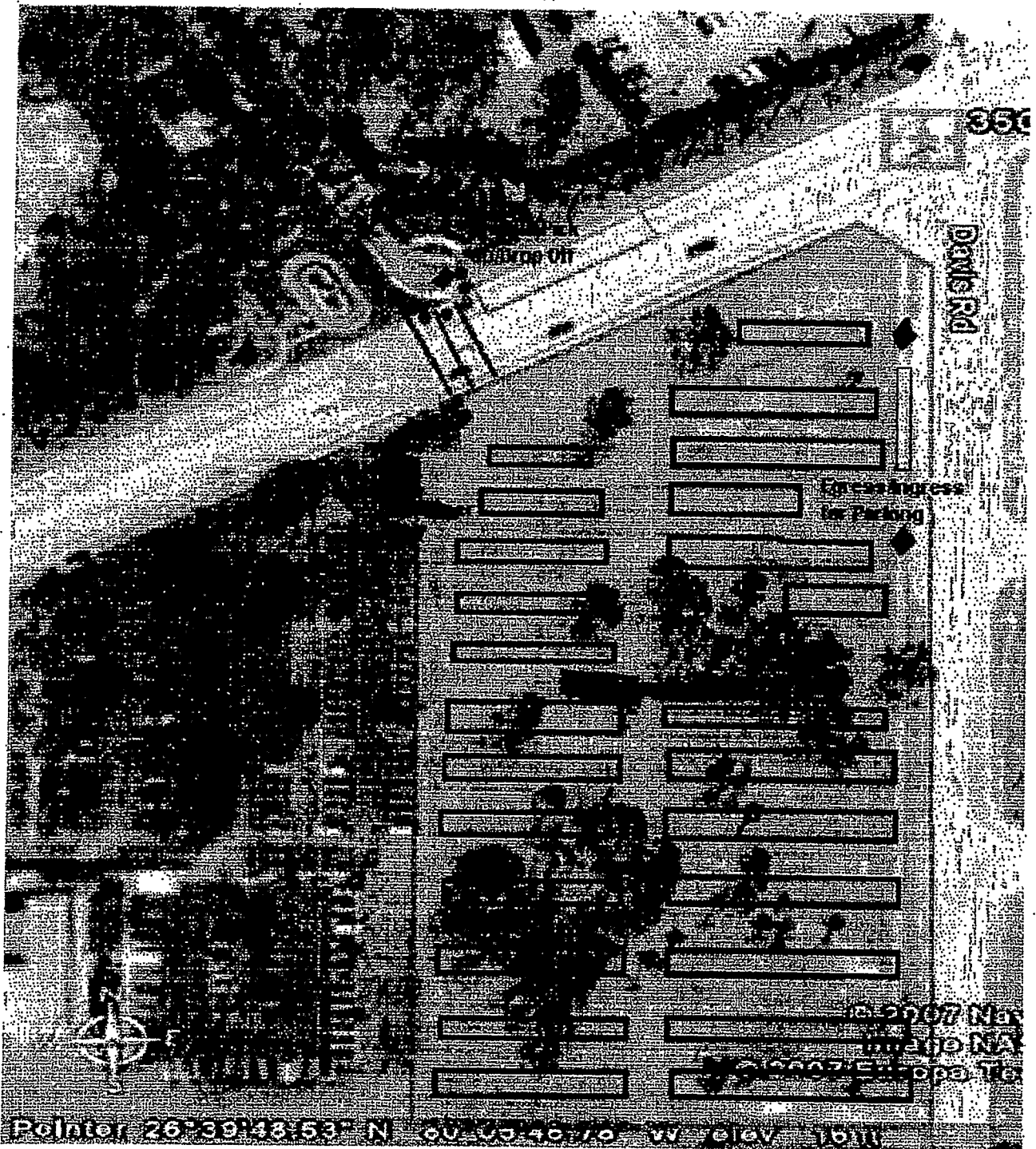


EXHIBIT "A-1"  
APPLICATION FOR LICENSE TO USE  
COUNTY-OWNED PROPERTY

3650 Summit Blvd., West Palm Beach  
Intersport, Inc. – Cadillac Golf Tournament 10/14/13

1. This license is for use of the Premises depicted on Exhibit "A" attached to the Application, to be solely and exclusively used for parking purposes as set forth in the Application.
2. Licensee shall provide on-site traffic control and enforcement from 7:00 AM to 7:00 PM, including appropriate signage and traffic/parking control personnel, to ensure that Licensee's use of the Premises does not interfere with County's use of its contiguous properties, including the Library. All parking required by Licensee, its agents, employees or invitees shall be confined to the Premises and Licensee is not permitted entry or use of any County owned contiguous properties.
3. Licensee is not permitted to allow Event participants to utilize the Library parking lot for event parking.
4. Licensee shall ensure that the use of the Premises and that all activity on the Premises is done in an orderly manner and in full compliance with the License Agreement and the Application. At the conclusion of the event, Licensee shall remove all signs and vehicles from the Premises.
5. Licensee shall pay a fee of one hundred and five dollars and 54/100 cents (\$105.54) for the use of the Premises for this Event. In the Event the usage of the Premises extends beyond October 14, 2013 from 7:00AM to 7:00PM, additional charges of \$105.54 per day may be assessed.
6. Licensee shall keep access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.
7. Licensee will not charge a fee for parking on the Premises.
8. All refuse, litter and trash is to be removed from the Premises by Licensee at Licensee's sole cost and expense.
9. Upon termination of the Licensee, Licensee shall remove all personal property, and all refuse, trash and garbage and shall surrender the Premises in at least the same conditions the Premises were in as of the date of this Agreement.
10. Licensee 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.
11. Licensee shall provide evidence of Worker's Compensation and Employer's Liability insurance prior to use of the Premises.
12. Commencement of the use of the Premises constitutes acceptance and agreement to the terms and conditions of usage.

**CERTIFICATE**  
**(If Corporation)**

The undersigned hereby certifies that the following are true and correct statements:

1. That he is the Secretary of Intersport, Inc., a corporation organized and existing in good standing under the laws of the State of Illinois, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as the 25<sup>th</sup> day of September, 2013, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:

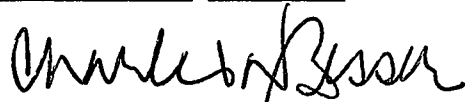
**RESOLVED**, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

**FURTHER RESOLVED**, that Tye Eckert, the Senior Account Executive of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its state of incorporation if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

**IN WITNESS WEHREOF**, the undersigned has set his hand and affixed the Corporate Seal of the Corporation this 25<sup>th</sup> day of September, 2013.



\_\_\_\_\_  
(Signature)

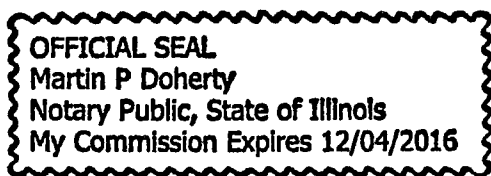
Charles N. Bosser

\_\_\_\_\_  
(Print Signatory's name)

It's Secretary

**(CORPORATE SEAL)**

SWORN TO AND SUBSCRIBED before me this 25<sup>th</sup> day of September, 2013, by the Secretary of the aforesaid corporation, who is personally known to me ~~OR who produced~~ \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.



Martin P. Doherty  
Notary Signature

Martin P. Doherty  
(Print Notary name)  
**NOTARY PUBLIC**  
State of IL

My Commission Expires: 12/4/2016

SLANDIS

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/02/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME:	SPORTS	
		PHONE (A/C, No. Ext):	800-441-3994	FAX (A/C, No): 260-459-5120
		E-MAIL ADDRESS:	KK.SPORTS@KANDKINSURANCE.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A:	NATIONAL CASUALTY COMPANY	
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		
INSURED	INTERSPORT, INC., DOUBLE EAGLE D/B/A DOUBLE EAGLE CLUB, INC., 20 WEST HOLDINGS, LLC (SEE KR-SP-1) 20 W. KINZIE, SUITE 1600. CHICAGO, IL 60654			

COVERAGES CERTIFICATE NUMBER: 1716815 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <u>Owners &amp; Contractors</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	KKO0003163300	12:01AM 12/31/12	12:01AM 12/31/13	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) 5000 PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE NONE PRODUCTS-COMP/OP AGG 1000000 Part Lgl Liab 1000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			KKO0003163800	12:01AM 12/31/12	12:01AM 12/31/13	EACH OCCURRENCE 10000000 AGGREGATE 10000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EVENT: CADILLAC GOLF EVENT ACTIVATION. DATE: 10/14/13.

SEE CERTIFICATE ADDENDUM.

## CERTIFICATE HOLDER

## CANCELLATION

PALM BEACH COUNTY  
FDO BUSINESS & COMMUNITY  
AGREEMENTS MANAGER  
2633 VISTA PARKWAY  
WEST PALM BEACH, FL 33411

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Scott Fairhead*

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC # \_\_\_\_\_

CERTIFICATE: 1716815 DATE ISSUED: 10/02/13

**ACORD**<sup>TM</sup>

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY K & K INSURANCE GROUP, INC.		NAMED INSURED INTERSPORT, INC., DOUBLE EAGLE D/B/A DOUBLE EAGLE CLUB, INC., 20 WEST HOLDINGS, LLC (SEE KR-SP-1) 20 W. KINZIE, SUITE 1600 CHICAGO, IL 60654	
POLICY NUMBER GL KKO0003163300 EX XKO0003163800		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

THE FOLLOWING ARE NAMED AS ADDITIONAL INSURED BUT ONLY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS, C/O FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT

National Casualty Company

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KKO 31633-00	10/14/13	Intersport, Inc.	

XTHIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLICY CONDITIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The **Other Insurance** condition of this Coverage Part is replaced by the provision marked below with an "X" in the box:

**Other Insurance**

- If other valid and collectible insurance with any other insurer including any formal self-insured retention programs is available to you covering a loss also covered by this Coverage Part, other than insurance that is in excess of the insurance afforded by this Coverage Part, the insurance afforded by this Coverage Part shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this insurance subject to the terms, conditions and limitations of other insurance.

- Coverage afforded under this Coverage Part is primary insurance and Other Insurance shall not apply as respects:

\*See Below.

as additional Insureds.

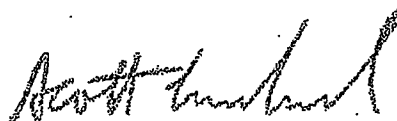
The **Cancellation** condition of this Coverage Part is amended by the addition of the following if an "X" is in the box:

- Cancellation

The following is added: It is a condition of the Policy by this Endorsement that the Policy will not be cancelled without \_\_\_\_ days' prior written notice to:

and further, that the person(s) named above are not liable for the payment of any premiums or assessments on this Policy.

\*Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
CG 24 04 10 93

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST  
OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 10/14/13 12:01 A.M. standard time	Policy No. KKO 31633-00
Named Insured INTERSPORT, INC.	Countersigned by

(Authorized Representative)

**SCHEDULE**

Name of Person or Organization:

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products - completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>GCG Risk Management Consultants LLC</b> 3000 Lakeside Dr. Suite 200 S. Bannockburn IL 60015	<b>CONTACT NAME:</b> Kelly McGillivray <b>PHONE (A/C No. Ext):</b> (847) 457-3000 <b>FAX (A/C No):</b> (847) 457-3100 <b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Intersport, Inc.</b> 20 West Kinzie Street #1600 Chicago IL 60610	<b>INSURER A:</b> Cincinnati Casualty Company <b>NAIC #</b> 28665	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL12122100756      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC213720400	12/31/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)  
Event: Cadillac Golf Event Activation. Date: 10/14/13  
Workers Compensation Coverage includes Waiver of Subrogation when required by written contract.

<b>CERTIFICATE HOLDER</b>  Palm Beach County FDO Business & Community Agreements Manager 2633 Vista Parkway West Palm Beach, FL 33411	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Steve Felker/IKO

INTERSPORT, INC.

69075

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
101013		10/10/13	105.54		105.54
					0.00
CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT	
10/10/13	69075	FACILITIES DEVELOPMENT & OPERATIONS		\$105.54	

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

**INTERSPORT, INC.**  
 (312) 661-0616  
 20 WEST KINZIE SUITE 1600  
 CHICAGO, IL 60654

**JPMorgan Chase Bank, N.A.**  
 Chicago, IL 60670

69075

2-1/710

Memo:  
 One Hundred Five and 54/100 Dollars

CHECK NO. 69075      DATE Oct 10, 2013      AMOUNT 105.54

PAY TO THE ORDER OF:  
 FACILITIES DEVELOPMENT & OPERATIONS  
 C/O DENISE COFFMAN  
 2633 VISTA PARKWAY  
 WEST PALM BEACH, FL 33411

VOID AFTER 90 DAYS

*Charles N. Bena*  
 AUTHORIZED SIGNATURE

W1230994-12-09

RUB RED IMAGE  
 PAGES WITH MARK

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑆069075⑆ ⑆071000013⑆ 18053823⑆

*License Board  
 For Vacant  
 1st on Summ*

*The Application attached to this License Agreement may be used to apply to conduct a commercial activity on Palm Beach County-owned property.*

### STANDARD LICENSE AGREEMENT FOR COMMERCIAL ACTIVITY

This License Agreement, made and entered into July 16, 2013, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and The Curators of the University of Missouri on behalf of the University of Missouri Law Enforcement Training Institute, hereinafter referred to as "Licensee".

#### WITNESSETH:

**WHEREAS**, Licensee has applied to conduct a commercial activity on Palm Beach County-owned property via the Application for Use of Palm Beach County-Owned Property For Commercial Activities (the "Application"), attached hereto as **Exhibit "A"** and incorporated herein by reference; and

**WHEREAS**, County is the owner of the real property and/or improvements described on the Application; and

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

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

1. **Premises**

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on the Application. The Application, which may include special conditions of use as set forth in the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.



Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

2. **Length of Term and Commencement Date**

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

3. **Licensee Fee**

The Licensee shall pay the License Fee identified on the Application as determined by the County, together with applicable sales taxes thereon. Additional charges may accrue for custodial, set-up or special requirements as indicated on the Application.

4. **Termination**

The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

5. **Waste or Nuisance**

Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

6. **Governmental Regulations**

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. To the extent permitted by Missouri law and without waiving sovereign immunity, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any

and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**

Licensee 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.

8. **Surrender of Premises**

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

9. **Maintenance and Repair**

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

10. **Indemnification of County**

To the extent permitted by law and without waiving sovereign immunity, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of: this License; the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement.

11. **Insurance**

A. **For Non-Government Entities**

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations,

Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this License Agreement. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Licensee's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Licensee shall look solely to any insurance in its favor without making any claim against the County, and the Licensee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the County.

**B. For Government Entities**

If the Licensee is a government entity, Licensee acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Licensee is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

In the event that Licensee maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Licensee shall maintain said insurance policy at limits not less than \$500,000 each occurrence. Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization

endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department. The additional insured endorsement shall provide coverage on a primary basis.

Licensee shall maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440 Florida Statutes.

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

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

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

**12. Utilities**

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

**13. Rules of Premises**

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

**14. Subcontracting**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

**15. Entire Agreement**

This License Agreement 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 Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by 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 the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the County at:  
FDO Business & Community Agreements Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411  
Fax: (561) 233-0206

with a copy to:

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

- (b) If to the Licensee at:

University of Missouri Law Enforcement Training Institute  
321 Hearn Center  
Columbia, MO 65211  
Fax: (573) 884-5693

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

17. **Severability**

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



18. **WAIVER OF JURY TRIAL**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

19. **Governing Law and Venue**

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

20. **Recording**

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

21. **Time of Essence**

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

22. **No Third Party Beneficiary**

No provision of this License Agreement 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 citizens or employees of the COUNTY and/or Licensee.

23. **Palm Beach County Office of the Inspector General**

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have 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 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Remainder of page intentionally left blank

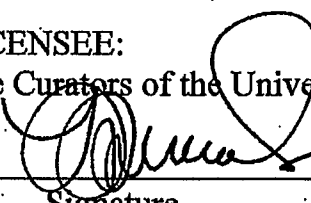
IN WITNESS WHEREOF, County and Licensee have executed this License Agreement, or have caused the same to be executed as of the day and year first above written.

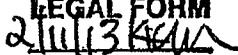
WITNESS:

LICENSEE:

The Curators of the University of Missouri

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

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

APPROVED  
AS TO  
LEGAL FORM  


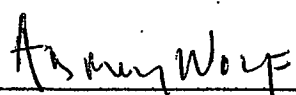

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Print Name: Lisa J. Winzenauer  
Assoc. Director, Business Services

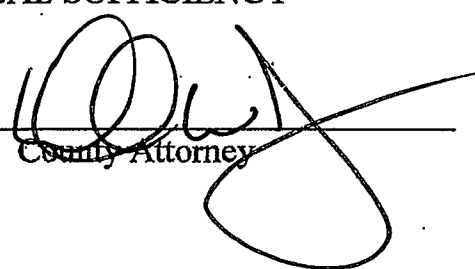
By: \_\_\_\_\_  
Signature

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

PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida

By:  \_\_\_\_\_  
 Director of Facilities Development & Operations

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

**Exhibit "A"**

**APPLICATION FOR USE OF PALM BEACH COUNTY-OWNED  
PROPERTY FOR COMMERCIAL ACTIVITIES**

**APPLICATION FOR USE OF PALM BEACH COUNTY-OWNED  
PROPERTY FOR COMMERCIAL ACTIVITIES**

This application may be used to apply for a permit to use a Palm Beach County-owned property for commercial activities. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Facilities Development & Operations Department (FDO)  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603  
ATTN: Director  
Telephone: 561-233-0215  
Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use and fees for the Use as defined herein. Any fees are due prior to the Use.

**1. USER/APPLICANT**

Name of Applicant: The Curators of the University of Missouri  
Name of Organization/Licensee: Law Enforcement Training Institute  
Address: 321 Hearnese Center, Columbia MO 65211  
Telephone: 573-882-5454 or 573-808-2638  
Name and Title of Authorized Representative: Lisa Dority, Administrative Associate II  
Type of Organization: Public Agency  Non-Profit  Other (Specify)

**2. REQUESTED PROPERTY**

Name and Address of Property Requested (Include property address, name of facility, room or area requested, as applicable): Palm Beach County Animal Care & Control Training Room

**3. USE**

Nature of Use (Please check one): Training  Educational   
Recreational  Meeting  Non-Profit Event  Other   
Does Use include the sale of Goods and/or Services? Yes  No   
Will User charge an Admission Fee and/or Participation Fee? Yes  No   
Amount to be charged for Admission Fee and/or Participation Fee: \$600

Estimated Number of Participants (Include Staff/Volunteers): 30

Detailed Description of the Nature and Purpose of Use (Attach additional sheets, as necessary): Please see attached sample flier from another program.

**4. FOOD AND BEVERAGE**

Use includes food and/or beverages? Yes \_\_\_\_\_ No **XX**

Use includes the sale, use or consumption of alcohol? Yes \_\_\_\_\_ No **XX**

**5. DATE**

Date(s) of Use: January 13-17, 2012 <sup>2014</sup>

Time(s) of Use: 7:00 AM/PM 5:00 AM/PM

**6. EQUIPMENT**

Amount of Equipment Requested: Tables 16 Chairs 34

All equipment contained or used within the property is subject to approval by FDO.

**7. ADDITIONAL USERS**

Organization(s) participating in use, if other than Applicant (Attach additional pages to list more organizations/individuals): N/A

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_

Status: Non Profit \_\_\_\_\_ Profit \_\_\_\_\_ Other \_\_\_\_\_ (Explain)

Contact Person: \_\_\_\_\_

**8. VENDORS**

List all vendors of the event: N/A

**9. ADVERTISING**

Will the event be advertised to the public? Yes **XX** No \_\_\_\_\_

If yes, by what means?: Radio \_\_\_\_\_ TV \_\_\_\_\_ Internet **XX** Other **XX**

**TO BE PROVIDED BY FDO (After evaluation of the Application):**

**1. FEES**

_____	License Fees	\$	_____
_____	Custodial Fees	\$	_____
_____	Service Fees	\$	N/A
_____	Other		_____

**2. Special Conditions of Use:**

See Attached Exhibit  
"A-1" attached hereto and incorporated herein.

By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.

\_\_\_\_\_  
Signature of Authorized Representative

Lisa J. Wimmenauer  
Assoc. Director, Business Services

Date: 4/26/13

APPROVED  
AS TO  
LEGAL FORM  
4/23/13

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

**APPROVED BY:**

yes Amy Wolf  
\_\_\_\_\_  
Director, Facilities Development & Operations Department

Date: 7/15/13

**OTHER DEPARTMENTAL REVIEW (If necessary):**

Vince J. Bonvento  
\_\_\_\_\_  
Signature of Director of Department

Date: 7/1/13

Vince J. Bonvento

**REGISTRATION FORM  
NATIONAL CRUELTY  
INVESTIGATIONS SCHOOL  
LEVEL II**

Name \_\_\_\_\_

Agency \_\_\_\_\_

Agency Address \_\_\_\_\_  
\_\_\_\_\_

Agency Telephone Number \_\_\_\_\_

Home Telephone Number \_\_\_\_\_

Social Security Number \_\_\_\_\_

Fax Number \_\_\_\_\_

E-mail \_\_\_\_\_

Registration: \_\_\_\_\_ (\$650.00)

**St. Louis, Missouri  
April 25-29, 2011**

Credit Card Information:

Type of Card:      Visa      MasterCard      Discover

Account Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Total Enclosed:    \$ \_\_\_\_\_

Payment must be received with Registration Form to confirm registration. A 20%, (\$130.00), non-refundable fee will be assessed on any cancellation made after March 25, 2011.

Return this registration form before March 25, 2011 with payment to:

Law Enforcement Training Institute  
University of Missouri-Columbia  
321 Hearnes Center  
Columbia, Missouri 65211  
1-800-825-6505 or (573) 882-6021  
Fax (573) 884-5693

The Law Enforcement Training Institute is proud to have the following instructors involved in this important training.

Norma J. Worley, Director  
Animal Welfare Program  
Maine Department of Agriculture

Dr. Roy A. Davis, DVM  
Retired from private practice

Dr. Paul Stonum, DVM  
Private Practice

Dr. Christine Fraser, DVM  
Animal Welfare Program  
Maine Department of Agriculture

Detective Sergeant Terry Chandler  
Maury County Sheriff's Department  
Columbia, Tennessee

K.D. Hearst, Investigator  
Animal Cruelty Task Force  
DeKalb County Animal Services & Enforcement  
Decatur, Georgia

Sergeant John Worden  
Columbia Police Department  
Columbia, Missouri

University of Missouri

**NATIONAL  
CRUELTY  
INVESTIGATIONS  
SCHOOL**

*Level II*

*April 25-29, 2011  
St. Louis, Missouri*



*Law Enforcement Training Institute  
Extension Division  
University of Missouri-Columbia*

*leti.missouri.edu/animal3.htm*

## The Law Enforcement Training Institute

The Law Enforcement Training Institute has been providing state-of-the-art professional training to criminal justice practitioners since the 1940's. In 1979, the Institute became one of the original State Certified Law Enforcement Training Academies in Missouri. Since that time, the Institute has taken a leadership role in providing Basic and Advanced Certified Academies to law enforcement officers and Continuing Professional Education programs to a wide, multi-disciplinary spectrum of the criminal justice system. This has included the creation of the National Cruelty Investigations School. Upon your completion of this important training endeavor, you will join a proud heritage of law enforcement officers and other multi-disciplinary practitioners who have benefited from the University of Missouri-Columbia Law Enforcement Training Institute instruction, research, and programs.

### Who Should Attend

The National Cruelty Investigations Schools were designed for animal cruelty investigators at the federal, state, and local levels, humane society cruelty investigators, animal control officers, police officers and sheriff's deputies responsible for the investigation of animal cruelty complaints, Humane Society Board Member, and other individuals interested in learning a systematic approach to animal cruelty investigations.

*If you have any special needs as addressed by the ADA, please contact us immediately.*

## School Information

The first Level of the National Cruelty Investigations School was developed in November 1990, due to the lack of training for animal cruelty investigators by the Law Enforcement Training Institute, University of Missouri. In March of 1993, the second level was created and the third level in March of 1996. Since the creation of the schools, over 1000 agencies in 50 states, including Canada, have attended. A national faculty was responsible for the development of the curriculum and has been involved in all of the schools. These schools are five days (40 hours) in length and are conducted from 7:30 a.m. to 5:00 p.m. daily.

### Curriculum

- ❖ Compassion Fatigue
- ❖ Interview & Interrogation
- ❖ Building the Professional Team
- ❖ Biosecurity & Zoonosis
- ❖ Facility Assessments
- ❖ Juvenile Involvement
- ❖ Basics of Agricultural Animals
- ❖ Body Condition Scoring w/practical
- ❖ Constitutional Law Implications
- ❖ Officer Survival - Recognizing Criminal Activity
- ❖ Practical Application Exercises

### Credit

Upon successful completion of a written examination (receiving a grade of 70% or above) participants are awarded certificates of completion from LETI and Continuing Education Units (CEU's) by the Law Enforcement Training Institute, Extension Division, University of Missouri-Columbia.

## Location and Lodging

The National Cruelty Investigations School, Level II, will be held in St. Louis, Missouri, will be sponsored by and conducted at the Humane Society of Missouri, located at 1201 Macklind, St. Louis, Missouri. For hotel information, please call 1-800-825-6505.

## Tuition/Registration/Payment

### Group Discount:

Register 3 students from one agency and get additional registrations for 50% off the full rate. Registrations must be submitted together and all registrants must attend to qualify. **OR**

### Early Discounts:

Save 10% for registering 45 days prior to training.

The tuition for this program is \$650.00. To register, please call the Law Enforcement Training Institute, University of Missouri, at 1-800-825-6505. Payment must be made by Agency Check, Purchase Order #, or Credit Card (Visa, MasterCard, or Discover). You will need to mail the original by March 25, 2011. A 20% (\$130.00), non-refundable fee will be assessed on any cancellation made within 30 days prior to the program start. Note: Programs are subject to cancellation without sufficient registrations.

## Questions

For additional information, please contact us at 1-800-825-6505 or (573) 882-6021. Our fax # is 573-884-5693.

*Affirmative action/equal opportunity institution*



**Exhibit "A-1"**

The Curators of the University of Missouri  
Animal Cruelty Investigations Jan. 13-17, 2014

Special Conditions of Use for Application For Use of Palm Beach County-Owned Property For Commercial Activities

1. Licensee shall allow a minimum of one (1) employee of the Division of Animal Care and Control to participate in the training seminar at no cost. In the event registration numbers reach thirty (30) paying participants then an additional employee of the Division of Animal Care and Control will be permitted to participate in the training seminar at no cost.
2. Licensee shall set up and clean up the Premises.
3. No alcoholic beverages shall be sold, used or consumed at the Premises.
4. Smoking is prohibited on the Premises, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.
5. Licensee shall not employ alternative electrical power sources without the approval of FDO.
6. Licensee shall be responsible for items left at the Premises by guests, workers, employees or representatives of the Licensee. The County shall not be responsible for items left behind by the Licensee.
7. Licensee shall be responsible for all deliveries of equipment or other objects to the Premises.
8. Licensee shall not store, possess or use drugs or gambling devices at the Premises or permit others to do so.
9. Licensee shall not post signs, banners, posters or any other displays on or in the Premises or affix decorations to walls or ceilings without the approval of FDO.
10. Licensee shall not employ noise amplification devices unless approved by FDO.
11. In the event there is an emergency, dial 911 and then follow-up by contacting an on-site County Staff member of the County's Division of Animal Care and Control. In the event that there is an accident/injury that occurs at the facility that does not warrant a call to 911, then such accident/injury shall be immediately reported by the Licensee to an on-site County Staff member of the County's Division of Animal Care and Control. In the event a County Staff member is not available, such accident/injury shall be immediately reported by the Licensee to the County's Division of Facilities Management North County Region at 561-776-2051.

12. Palm Beach County Office of the Inspector General.

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have 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 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

13. All announcements (verbal and written) bearing the County address or location of the Premises shall include the following disclaimer:

**"This event is not sponsored by or affiliated with Palm Beach County"**

14. Licensee shall obtain from all participants prior to each participant participating in the National Animal Cruelty Investigations School training program, executed Participation Release, Indemnification and Assumption of Risks Agreements, in the form attached hereto as "**Attachment 1**", and shall provide them to the Animal Services Coordinator at the Division of Animal Care and Control on or prior to the commencement date of such training program.
15. Commencement of use of the Premises indicates acceptance, by the Licensee, of the Special Conditions of Use set forth herein.

Attachment "1"

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

I, \_\_\_\_\_, enter into this Participant Release, Indemnification and Assumption of Risks Agreement (the "Agreement") as a condition of, and in consideration for, being permitted to participate in the **National Animal Cruelty Investigations School training program** held by **The Curators of the University of Missouri on behalf of the University of Missouri Law Enforcement Training Institute** (the "Training") at the Palm Beach County-owned property, located at 7100 Belvedere Road, West Palm Beach, Florida ("the Facility"), on January 13, 2014 through January 17, 2014.

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

**Assumption of Risks:** I understand, accept, and expressly assume in full all risks relating to the participation in the Training and/or the Facility, whether known or unknown, inherent or not inherent, anticipated or unanticipated. The County shall not be responsible for any such injury, illness, death or property damage.

This Agreement is intended to be a complete release and indemnification in favor of the County to the greatest extent allowed by law, and I am knowingly giving up substantial rights. Any reference to the "County" in this Agreement shall mean Palm Beach County, a political subdivision of the State of Florida, its officers, officials, employees, agents, representatives, participants and contract instructors, in their official and personal capacities, and their respective heirs, successors and assigns. I am legally competent to sign this Agreement. This Agreement shall be binding on me and my heirs, assigns, executors, legal representatives and anyone else claiming through me. If any provision of this Agreement is held invalid, the remaining provisions of this Agreement shall remain in full legal force and effect. This Agreement shall survive after the Training and the time duration set forth above. This Agreement shall be governed by the laws of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida.

**I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY. I HEREBY AFFIRM, STIPULATE, REPRESENT, WARRANT AND AGREE TO ALL THE STATEMENTS, TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.**

\_\_\_\_\_  
**Name of Participant (please print)**

\_\_\_\_\_  
**Address of Participant**

\_\_\_\_\_  
**Signature of Participant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Witness**



RE: University of Missouri Self-Funded Auto/General Liability/Self-Insured Workers' Compensation

To Whom It May Concern:

The Curators of the University of Missouri has a Self-funded Retention Program for its auto and general liability losses. The Self-funded Retention Program is used to provide payment for exposures and claims arising from the negligence of the University, its officers, agents and employees and for which the University, its officers, agents and employees are found to be liable.

The self-funded auto/general liability retention program has a limit of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Reserves for the program are determined annually and set aside by the University for the Self-funded Retention Program.

The Curators of the University of Missouri is an approved Missouri self-insurer for Workers' Compensation coverage. All employees, including some student employees, part-time employees and some volunteers are covered by Worker's Compensation. A specific fund is maintained, based on actuarial determination, to cover obligations arising from the Workers' Compensation Exposure.

Should you require additional information, please advise.

Sincerely,

*Ed Knollmeyer*

Ed Knollmeyer  
Director, Risk & Insurance Management

EK

MISSOURI



Department of Public Safety  
Division of Animal Care & Control

7100 Belvedere Road

West Palm Beach, FL 33411-3306

(561) 233-1200

FAX (561) 233-1234

[www.pbcbgov.org/pubsafety/animal](http://www.pbcbgov.org/pubsafety/animal)

Palm Beach County  
Board of County  
Commissioners

Shelley Vana, Chair

Steven J. Abrams, Vice Chairman

Karen T. Marcus

Pauletto Burdick

Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

County Administrator  
Robert Weisman

April 4, 2013

Department of Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411

RE: Request for Waiver of Commercial License Fee regarding a training seminar to be held at the Division of Animal Care and Control's (ACC) facility located at 7100 Belvedere Road, West palm Beach.

To Whom It May Concern:

The University of Missouri, a public university, on behalf of the University of Missouri Law enforcement Training Institute (Applicant) has submitted an Application for use of Palm beach County-Owned Property for Commercial Activities and in conjunction with the application has requested that the County waive the Commercial license fee. The Division of Animal Care and Control supports the waiver of the Commercial license fee and is hereby requesting that the Commercial license fee be waived based upon the following:

1. ACC is hosting the training seminar as part of its mission to provide humane education programs to the public and private sectors.
2. The County by hosting the training seminar has virtually no expense related to hosting the training seminar above those already incurred by ACC in the normal course of its operations.
3. One (1) County ACC staff member will be permitted to attend the training seminar free of charge, which provides a cost savings to the County of \$600.00. If more than thirty (30) people enroll in the class, an additional County ACC staff member will be permitted to attend the training seminar free of charge, which would provide a cost saving to the County of approximately \$1200.00.
4. The training seminar will bring recognition to the County and ACC.

  
Dianne Sauve, Director  
Division of Animal care and Control

Acc

**Terry Hearn**

---

**From:** Denise Coffman  
**Sent:** Thursday, June 20, 2013 8:38 AM  
**To:** Scott Marting  
**Cc:** Terry Hearn  
**Subject:** RE: National Animal Cruelty Investigations School License Agreement

Great thanks

**Denise Coffman**  
Business & Community Agreements Manager  
PBC Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603

Direct Dial: 561-233-0220  
Fax: 561-233-0206  
Email: [DCoffman@pbcgov.org](mailto:DCoffman@pbcgov.org)

---

**From:** Scott Marting  
**Sent:** Thursday, June 20, 2013 8:38 AM  
**To:** Denise Coffman  
**Cc:** Terry Hearn  
**Subject:** RE: National Animal Cruelty Investigations School License Agreement

I seem to recall this. Yes, it is sufficient.

Thank you,

Scott Marting, CSP  
Insurance and Claims Manager  
Palm Beach County Risk Management  
100 Australian Avenue, Suite 200  
West Palm Beach, FL 33406  
[smarting@pbcgov.org](mailto:smarting@pbcgov.org)  
Office: 561-233-5432  
Fax: 561-233-5420

---

**From:** Denise Coffman  
**Sent:** Thursday, June 20, 2013 7:47 AM  
**To:** Scott Marting  
**Cc:** Terry Hearn  
**Subject:** National Animal Cruelty Investigations School License Agreement

Hi Scott

This GL Letter is for a January 2014 class. I think this is all they provided last time. Is it sufficient?

**Denise Coffman**

Business & Community Agreements Manager  
PBC Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603

Direct Dial: 561-233-0220

Fax: 561-233-0206

Email: [DCoffman@pbcgov.org](mailto:DCoffman@pbcgov.org)



Office of the Vice Chancellor  
for Administrative Services

University of Missouri-Columbia

319 Jesse Hall  
Columbia, MO 65211-1250

PHONE 573-882-4097  
FAX 573-884-4847

September 26, 2012

Mr. Paul Toler  
Director of Business Services  
311 Jesse Hall  
Columbia, MO 65211-1240

Dear Paul:

In an effort to facilitate processing of contracts, I am asking that you accept a re-delegation of authority to execute contracts which have been delegated to me on behalf of the University of Missouri per the attached. This delegation shall remain in effect until such time as it may be revoked.

Lisa Wimmenauer shall serve as primary signatory and you, Dave Smarr and I will be secondary. I appreciate your willingness to continue to take on this important responsibility.

Sincerely,

Jacquelyn K. Jones  
Vice Chancellor for Administrative Services

Cc: Chancellor Brady Deaton  
General Counsel Phil Hoskins

FYI-PAUL



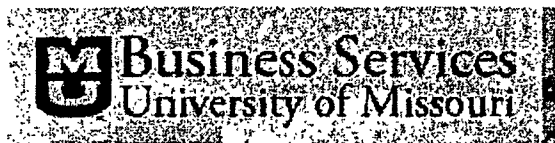
## Denise Coffman

---

**From:** Denise Coffman  
**Sent:** Wednesday, July 17, 2013 2:26 PM  
**To:** Denise Coffman  
**Subject:** Emailing: Departmental Role - MU Business Services

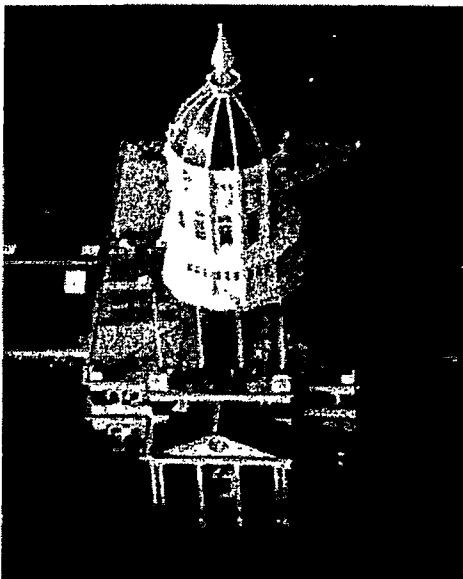
[Skip to main content](#)[Skip to navigation](#)

Site Index Enter search words [Search]



- About Us
  - [About Business Services](#)
  - [Business Office Staff](#)
  - [Fact Sheet](#)
  - [Strategic Plan and Accomplishments](#)
  - [Departments](#)
  - [Business Services Organization](#)
  - [Contact Business Services](#)
- Contracts / Leases
  - [Contracts and Leases](#)
  - [Creating an Agreement](#)
  - [Consulting Agreement](#)
  - [Review/Approval Process](#)
  - [Departmental Role](#)
  - [Hotel Agreements](#)
  - [Independent Contractors Classification](#)
  - [Intellectual Property Issues](#)
  - [Performance Agreement](#)
  - [Guest Speakers or Lecturers](#)
  - [Top 10 Reasons Contracts get Returned/Delayed During the Signature Process](#)
- Insurance & Risk Management
  - [Insurance and Risk Management](#)
  - [Damage Report Form](#)
  - [Disappearance of Assets and Money](#)
  - [Student or General Public Injury or Property Damage Report](#)
  - [Vehicle Accidents](#)
  - [Liability Waivers](#)
  - [Requesting Evidence of University Insurance Coverage](#)
- Other Services
  - [Alcoholic Beverages on University Property](#)
  - [Real Estate Activities](#)
  - [Temporary Use of Facilities](#)

- Vending Operations
- Forms
  - Vehicle Accident Report Form
  - Damage Report Form
  - UM Guidelines for Using Liability Waivers
  - Disappearance of Assets and Money Form
  - Student or General Public Injury or Property Damage Report



## **Departmental Role**

---

You begin the contract process by conducting the initial negotiations with the individual or company to establish the scope of the services to be provided, the time frame and the amount of compensation. You should also be aware that the University's activities are governed by a number of regulatory authorities and a vast body of law.; We encourage you to maintain basic working knowledge of relevant University regulations, policies, guidelines and practices to facilitate compliance with applicable law and regulatory authority. Guidance may be found in the MU Business Policy and Procedure Manual regarding many issues, including conflict of interest (1:140 and 1:141), contracting (1:060), intellectual property (1:050 and 1:051); purchases (Chapter 3); real estate (1:061); and use of equipment and resources (6:070). In addition, technical expertise and assistance is available to you from a number of campus resources, including Human Resource Services (personnel issues), Environmental Health and Safety (environmental issues), the Office of Sponsored Programs (research issues), and the Office of Business Services (general).

You are also responsible for ensuring that any payments made pursuant to a contract are consistent with the terms of that contract and that payments do not occur before a contract has been properly reviewed and fully signed.

Business Services is here to support you and the important work you do for Mizzou.

## **Contact**

*Lisa Wimmenauer*

*Associate Director*  
[wimmenauerl@missouri.edu](mailto:wimmenauerl@missouri.edu)  
(573)882-7254

- [Contact Us](#)
- [MU BIC](#)
- [MU BPPM](#)
- [Administrative Services](#)

Published by University of Missouri Business Services, Columbia, MO 65211  
Last revised Aug 17, 2012

Copyright ©2012 Curators of the University of Missouri  
An equal opportunity/affirmative action institution  
DMCA and other copyright information



**University of Missouri System**  
COLUMBIA | KANSAS CITY | ROLLA | ST. LOUIS

# Retirement and Staff Benefits Committee

## Committee Materials

- [Communication Notes, 2012-11-16 Meeting](#)

## Committee Members

### **Betsy Rodriguez, Chair**

Vice President

Human Resources

215 University Hall

UM System

(573) 882-0069

FAX (573) 882-6809

[rodriguezba@umsystem.edu](mailto:rodriguezba@umsystem.edu)

### **Kelley Stuck**

Associate Vice President - Total Rewards

Ex-Officio

Secretary to Committee

Woodrail Centre

1000 W. Nifong

UM System

(573) 884-3222

FAX: (573) 882-9603

[kstuck@umsystem.edu](mailto:kstuck@umsystem.edu)

### **Lisa Wimmenauer**

Associate Director

Business Services

311 Jesse Hall

UMC

**I. Request for Delegation of Authority to Sign ~~the~~ Contract:**

Campus: Columbia  Kansas City  Rolla  St. Louis  UM

Contract Title: See List Attached

**Persons to be Authorized to Execute This Form Contract:**

Printed Name: Jacquelyn K. Jones

Interim Vice Chancellor,  
Title: Adm. Svcs. & Director, Bus. Svcs.

Signature: Jacquelyn K. Jones

Printed Name: Lias J. Wimmerauer/David Smarr

Title: Associate Director, Business Services

Signature: Lias J. Wimmerauer David Smarr

**Delegation Requested By:**

Printed Name: Richard Wallace

Title: Chancellor

Signature: R. L. Wallace

Date: 11/14/02

**II. Review and Recommendation By:**

**Office of the General Counsel:**

Recommended  Not Recommended

Comments or Conditions: \_\_\_\_\_

Signature: Kelly Mescher

Date: 11/21/02

**Associate Vice President for Management Services:** Recommended  Not Recommended

Comments or Conditions: [Signature]

Signature: [Signature]

Date: 11/21/02

**III. Vice President for Finance and Administration:**

Approved  Not Approved

Date: 11/25/02

Pursuant to Section 70.010 of the Board Rules, I hereby authorize the person named in I(3) above, to execute the standard form contract referred to above on behalf of The Curators of the University of Missouri. This delegation authority is effective, and shall remain in effect until further notice.

Any changes to this standard form contract requires review and approval by this office and the Office of the General Counsel.

Signature: Nikki Krawitz  
Nikki Krawitz, Vice President for Finance and Administration

DELEGATION #: UMC-37  
Revised 2/8/02

## LICENSE AGREEMENT

This License Agreement, made and entered into June 24, 2013, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and the Palm Beach County Health Department hereinafter referred to as "Licensee".

### WITNESSETH:

**WHEREAS**, County is the owner of certain real property and/or improvements in Palm Beach County, Florida known as the Facilities Development & Operations Building (FDO Building), located at 2633 Vista Parkway, West Palm Beach, Florida; and

**WHEREAS**, Licensee desires to use and occupy certain space within the FDO Building for temporary office space for employees while Licensee renovates its facilities at the Northeast Health Center; and

**WHEREAS**, County has agreed to grant Licensee a revocable license to use a portion of the FDO Building for the purposes hereinafter defined.

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

### ARTICLE I BASIC PROVISIONS

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

**Section 1.02 Premises.** The Premises which are the subject of this Agreement, consist of the office space known as the 1 West Wing Suite, located within the FDO Building, including the modular open air work stations, office space and conference rooms as depicted on the floor plan attached hereto as Exhibit "A", incorporated herein by reference (the "Premises"). Licensee shall have a non-exclusive, revocable license over, upon and across the Premises, together with the common areas of the FDO Building to allow Licensee's employees working within the Premises access to and use of the Premises. In addition, Licensee's employees operating out of the Premises shall have the non-exclusive right to use on a first-come, first-served basis, parking

spaces in the parking lot adjacent to the FDO Building, or in an alternative parking area as determined by County.

**Section 1.03 Length of Term and Commencement Date.** The term of this License Agreement shall commence upon the approval by the Palm Beach County Board of County Commissioners and shall terminate, without notice or demand, effective 12:00 am midnight, December 31, 2013 (the "Term"), unless terminated sooner according to the provisions of this Agreement. The rights granted herein shall be on a twenty-four hours a day basis.

## **ARTICLE II LICENSE FEE**

**Section 2.01 License Fee.** The Licensee shall be entitled to use the Premises without payment of a license fee. Nevertheless, Licensee shall be responsible for costs and expenses related to additional services or equipment as may be requested by Licensee and approved by County, as well as any other costs or expenses as may be set forth in this License Agreement.

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

**Section 3.01 Use of Premises.** Licensee shall use the Premises solely and exclusively for general office purposes of the Palm Beach County Health Department as a temporary office space for no more than thirty-five (35) field employees. All use of the Premises is subject to the Special Conditions of Use that are contained in Exhibit "B", attached hereto and incorporated herein by reference. Licensee shall not use, permit or suffer the use of the Premises for any other business or purpose whatsoever, nor permit any persons other than Licensee's employees to use the Premises. Licensee shall not utilize the Premises to provide in-person services to the public, and the public will not be permitted, nor invited to the Premises.

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

**Section 3.03 Waste or Nuisance.** Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises, or the FDO Building or which may affect County's fee interest in the Premises. Licensee shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

**Section 3.04 Governmental Regulations.** Licensee shall, at Licensee's sole cost and expense, comply with all regulations of all county, municipal, state, federal and other applicable

governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

**Section 3.05 Non-Discrimination.** Licensee 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 any activity occurring on the Premises.

**Section 3.06 Surrender of Premises Upon Termination.** This License Agreement will expire and terminate, without notice or demand, effective December 31, 2013 at 12:00 a.m. midnight, if not terminated sooner according to the provisions of this Agreement. Licensee has been advised that County has pre-planned uses for the Premises that necessitates the Premises be vacated in a timely manner. Time is of the essence in regards to the provisions of this Section. In no event shall Licensee be permitted to use, or be in possession of any part of the Premises past the Term of this License Agreement.

Upon expiration, or upon the earlier termination of this License Agreement, Licensee at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises was in as of the date of this Agreement, reasonable wear and tear excepted.

Licensee understands, acknowledges and agrees that County is entitled to take full possession of the Premises at the expiration of the License Agreement including the immediate removal of Licensee's access rights and disposing of any equipment or personal property remaining on the Premises as abandoned property.

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

**Section 4.01 Responsibility of Licensee.** Licensee has no responsibility for maintenance of the Premises. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Premises to County in good repair and condition as specified herein. In the event of any damage to the Premises by the Licensee, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

**Section 4.02 Responsibility of County.** County agrees to maintain, repair and keep the Premises in good condition and repair at County's sole expense and cost. County shall Licensee



agrees to adopt and enforce any reasonable operational rules necessary to assist the County in carrying out its maintenance responsibilities pursuant to this Section.

**Section 4.03 County's Right to Enter.** County shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Section and for purposes of inspection of the Premises generally. The County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Premises; provided however, the County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County work activity must take place within Licensee's operating hours and such activity will substantially disrupt or interfere with the Licensee's operations, and provided same is not an emergency or otherwise required to be done immediately, the County designee will provide Licensee with twenty-four (24) advance notice.

#### **ARTICLE V INDEMNIFICATION**

In accordance with Chapter 284 Part II, F.S., the Licensee, through the State of Florida Risk Management Program will provide General Liability and Auto Liability coverage for negligent acts, omissions or tortious acts by the Licensee. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless Licensee against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and Licensee shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of Licensee's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

#### **ARTICLE VI CLAIMS AND DAMAGES**

**Section 6.01 General Insurance Provisions.** Licensee acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Licensee is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

In the event that Licensee maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Licensee shall maintain said insurance policy at limits not less than \$500,000 each occurrence. Licensee shall add the County

to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department. The additional insured endorsement shall provide coverage on a primary basis.

Licensee shall maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440 Florida Statutes.

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

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

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

**Section 6.02 Responsibilities Relating to Claims and Damages.** Licensee acknowledges that it shall have full control of and full responsibility for its activities, equipment, employees and invitees while at the Premises. Licensee agrees to promptly consider and adjudicate any and all claims which may arise from its operations at the Premises, including claims of Licensee's employees or invitees, and to pay for any damage done to the Premises, or other County property. Licensee shall give such consideration to all claims, demands, or suits arising directly or indirectly from Licensee's use of the Premises. Licensee shall immediately notify County of any claims, demands or suits arising from or related to Licensee's use of the Premises.

## **ARTICLE VII UTILITIES AND SERVICES**

The County currently supplies all janitorial services and utilities to the Premises that are necessary for the Premises to be used for general office purposes and will continue to supply customary and routine custodial services to the Premises at County's sole cost and expense during the Term of this License Agreement. County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

**ARTICLE VIII  
REVOCATION/TERMINATION OF THE LICENSE**

**Section 8.01 County Right to Revoke License.** Notwithstanding anything else contained herein, the rights granted to Licensee hereunder amount only to a license to use the Premises, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon Licensee's receipt of notice of revocation from County, Licensee shall vacate the Premises within fifteen (15) calendar days, whereupon this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

**Section 8.02 Licensee Right to Terminate.** Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

**ARTICLE IX  
ACCESS**

Licensee shall provide County with a list of the employees that will be working from the Premises during the Term of this License Agreement. Each of Licensee's employees shall be issued access cards allowing them entry to the Premises. The access cards are the property of County and shall be returned to County at the expiration or termination of the License Agreement.

**ARTICLE X  
MISCELLANEOUS**

**Section 10.01 Entire Agreement.** This License Agreement 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 Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

**Section 10.02 Notice.** All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the

date of transmission with confirmed answer back if by 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 the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Palm Beach County  
Property and Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, FL 33411-56-5  
Telephone (561) 233-0217  
Fax: (561) 233-0206

With a copy to:

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

(b) If to the Licensee at:

John Campbell, CFO  
Palm Beach County Health Department  
Florida Department of Health  
800 Clematis Street  
West Palm Beach, FL 33401

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days prior written notice to the other party.

**Section 10.03 Severability.** If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

**Section 10.04 Waiver of Jury Trial.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

**Section 10.05 Governing Law and Venue.** This License Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

**Section 10.06 Recording.** Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

**Section 10.07 Time of Essence.** Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.

**Section 10.08 Palm Beach County 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.

**Section 10.09 No Third Party Beneficiary.** No provision of this License Agreement 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 License Agreement, including, but not limited to, any citizen or employees of the County and/or Licensee.

**Section 10.10 Annual Budgetary Funding.** This License Agreement and all obligation of County hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County commissioners.

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

WITNESS:

LICENSEE:

By: Victoria Colman  
Signature

Victoria Colman  
Print Witness Name


PALM BEACH COUNTY HEALTH  
DEPARTMENT  
By: Alina Alonso MD  
Signature

Alina Alonso MD  
Print Name / Title

By: [Signature]  
Signature

KIMBELLY A TENDRICH  
Print Witness Name

PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida

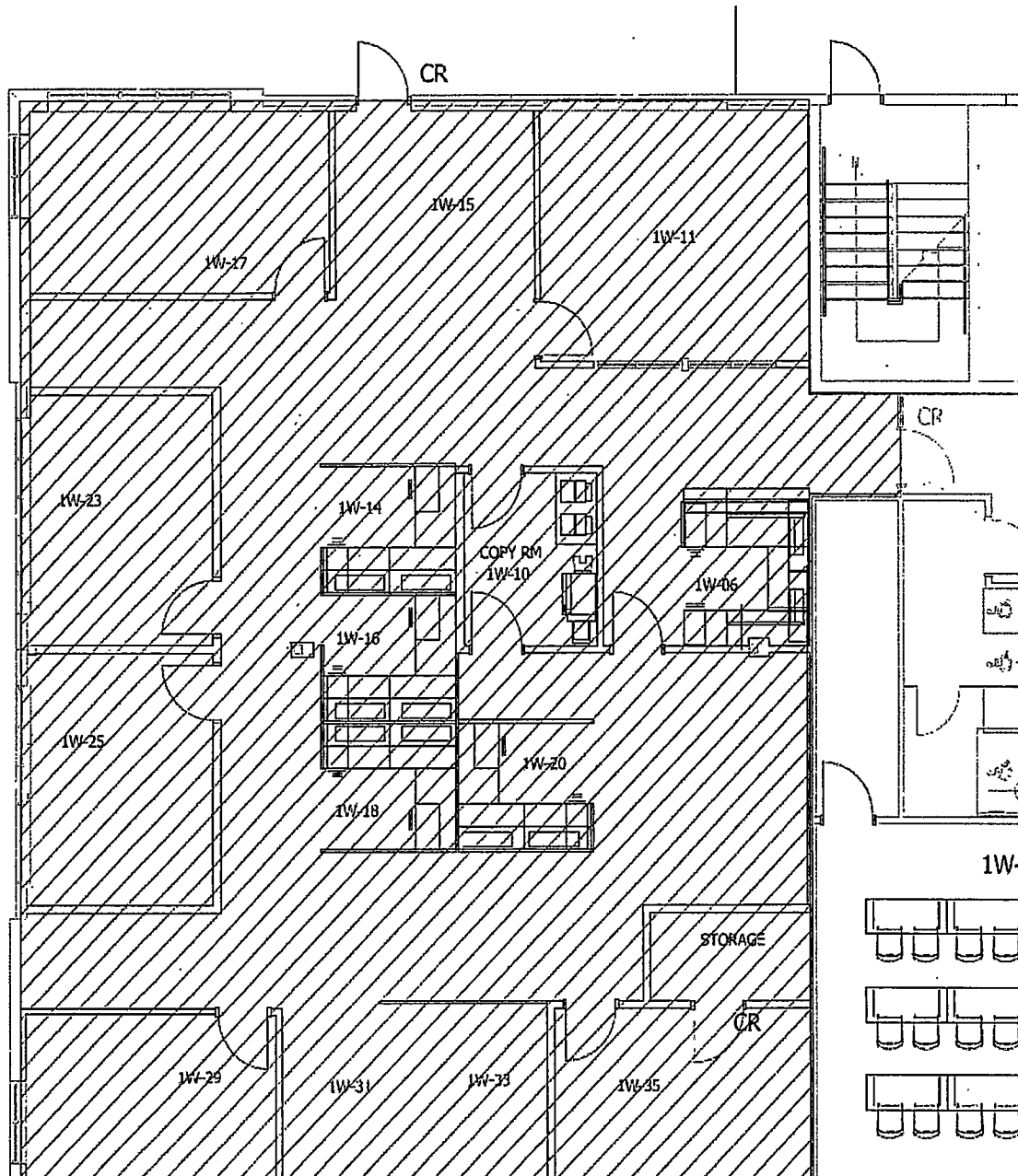
By: Army Wolf   
Director of Facilities Development &  
Operations

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

Page 9 of 9

**Exhibit "A"**  
**1 West Wing Suite**  
**Health Department Premises**



*Note: Shaded area represents Premises*

## EXHIBIT "B"

### SPECIAL CONDITIONS OF USE

1. This License is limited to use of the Premises for office space for up to thirty-five (35) employees of the Licensee. Licensee acknowledges that the use of the Premises is for: (i) the purpose of promoting community interest and welfare and (ii) that User/Licensee will not realize a profit based on the use of the Premises.
2. While Licensee's employees are permitted to utilize the parking lot adjacent to the FDO Building, parking space is limited and there is no guarantee that a parking space will be available. Due to limited space, employees are not permitted to park a personal vehicle in the FDO Building parking lot if that employee has use of a business vehicle during the day. These employees must make alternative arrangements for parking personal cars. Licensee understands and agrees that County may require that some or all of Licensee's employees park at another County facility (Such as Vista Center) and share rides to the FDO Building, depending on parking space availability.
3. The Licensee shall utilize the County's Information Systems and Services Department (ISS) as its network provider for phone and data services while using the Premises. Licensee has requested and ISS has agreed to purchase and install twenty telephones for Licensee's use at the Premises. Licensee shall reimburse County for the costs associated with the purchase and installation of the telephones at the amount of \$4,290.00. Said payment shall be made directly to ISS no later than 35 days from receipt of invoice. Said telephones will be the property of Palm Beach County and shall not be removed at the end of the License. Licensee shall work directly with ISS to arrange for and pay for any additional costs relating to phone and/or data services required by Licensee.
4. Licensee shall provide the County Electronic Services & Security (ESS) Representative with a list of Licensee's employees who will be assigned to the Premises. The listed employees will make an appointment with ESS in order to obtain access cards to the Premises. Employees can call "ESS ACCESS - 233-0750" for an appointment. In the event an access card is lost, a notification should be sent via email to [FDO-ESS-SUPPORT@pbcgov.org](mailto:FDO-ESS-SUPPORT@pbcgov.org). There is a \$5.00 charge to replace a lost access card. Licensee shall return the access cards to the County's ESS Representative upon the Licensee's surrender of the Premises on or before December 31, 2013. In the event Licensee does not return all access cards at the surrender of the Premises, then Licensee shall remit to the County \$5.00 for each access card that is not returned ("Lost Access Card Fee"). The Lost Access Card Fee shall be remitted to the County's ESS Representative when the Premises are surrendered.

*Note: Shaded area represents Premises*



5. Licensee agrees to take the Premises in as-is condition including the furniture and case goods as are presently situated in the Premises.
6. Licensee shall not post signs, banners, posters or any other displays on, in or leading up to the Premises or allow employees to put up pictures or affix decorations to walls or ceilings.
7. User shall return the Facility, including any equipment therein, in the same condition as it was received. User shall compensate the County for any repairs, cleaning or services required to restore the Facility to its original condition as determined by the Facilities Management staff.
8. Licenses shall immediately notify on- site County staff at the FDO Building of any accidents or injuries occurring at the Premises. In the event a County Staff member is not available, such accident or injury shall be immediately reported by the User to the Division of Facilities Management Central Region at 561-233-4452 or 233-4450 or if after 5:00 p.m. or on the weekends to the County's Division of Emergency Management 24-Hour Communications Center at 561-712-6428.

**STANDARD LICENSE AGREEMENT  
FOR USE OF COUNTY-OWNED PROPERTY**

This License Agreement made and entered into Oct 21, 2013 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and AARP, hereinafter referred to as "Licensee".

**WITNESSETH:**

**WHEREAS**, Licensee has applied for a License to Use County owned property via the Application for License to Use County-Owned Property (the "Application"), attached hereto as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, County is the owner of the real property and/or improvements described on the Application; and

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

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

**1. Premises**

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on the Application. The Application, which may include special conditions of use as set forth in the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

2. **Length of Term and Commencement Date**  
This License Agreement shall commence upon execution by both parties (the "Commencement Date"). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, one year from the Commencement Date, or termination in accordance to the terms of this License Agreement.
3. **License Fee**  
No License Fee is assessed as the activity is to promote community interest and welfare and the Licensee will not realize a profit from the activity. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.
4. **Termination**  
The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.
5. **Waste or Nuisance**  
Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.
6. **Governmental Regulations**  
Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in

Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**

Licensee 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.

8. **Surrender of Premises**

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

9. **Maintenance and Repair**

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

10. **Indemnification of County**

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. **Insurance**

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this License Agreement. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Licensee's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Licensee shall look solely to any insurance in its favor without making any claim against the County, and the Licensee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the County.

12. **Utilities**

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

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.
14. **Subcontracting**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.
15. **Entire Agreement**

This License Agreement 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 Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.
16. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by 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 the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

FDO Business & Community Agreements Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411  
Fax: (561) 233-0206

with a copy to:

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

(b) If to the Licensee at:

Licensee Name: AARP  
Licensee Address: 601 E Street NW  
Washington, DC 20049  
Fax: [Email] LKWDcontracts@aatp.org

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

17. **Severability**

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

18. **WAIVER OF JURY TRIAL**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

19. **Governing Law and Venue**

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

20. **Recording**

Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording

shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

21. **Time of Essence**

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

22. **Palm Beach County Office of the Inspector General**

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have 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 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. **No Third Party Beneficiary**

No provision of this License Agreement 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 License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

*THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK*



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

WITNESS:

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

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

LICENSEE:

By: Mary E. White  
Signature

AARP  
Mary E. White, Manager  
Procurement & Contract Mgmt.

\_\_\_\_\_  
Print Name 09-24-13

PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida

By: Army Wolf *AW*  
Director, Facilities Development & Operations

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

Exhibit "A"

APPLICATION FOR LICENSE TO USE  
COUNTY-OWNED PROPERTY

APPLICATION FOR LICENSE TO USE  
COUNTY-OWNED PROPERTY

This application may be used to apply for a License to use County owned property. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Facilities Development & Operations Department (FDO)  
[PBCEFacilityUsePermit@pbegov.org](mailto:PBCEFacilityUsePermit@pbegov.org)  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603  
ATTN: Director  
Telephone: 561-233-0215  
Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use, and fees for the Use as defined herein. Any fees are due prior to the Use.

1. USER/APPLICANT

Name of Applicant: AARP (Driver Safety)  
Name of Organization/Licensee: AARP  
Address: 601 E. Street NW Washington DC 20049 (Headquarters)  
Telephone: 202-434-6014  
Email: mpbaker@aarp.org  
Name and Title of Authorized Representative: Michelle Baker, Volunteer Assoc, SNG  
Paul Cramer, Manager Ops & Technology  
Type of Organization: Public Agency  Non-Profit  Other (Specify) \_\_\_\_\_

2. REQUESTED PROPERTY

Name and Address of Property Requested (Include property address, name of facility, room or area requested, as applicable): NORTH COUNTY SENIOR CENTER  
5217 NORTHLAKE BLVD. PALM BEACH GARDENS, FL 33418  
SINGER ISLAND ROOM

3. USE

Nature of Use (Please check one): Training  Educational   
Recreational  Meeting  Non-Profit Event  Other   
Does Use include the sale of Goods and/or Services? Yes  No   
Will User charge an Admission Fee and/or Participation Fee? Yes  No

\$15 FOR AARP MEMBERS / \$ 20 FOR NON-AARP MEMBERS  
 Amount to be charged for Admission Fee and/or Participation Fee: \_\_\_\_\_  
 Detailed Description of the Nature and Purpose of Use (Attach additional sheets, as necessary): AARP SMART DRIVER COURSE WILL EDUCATE SENIORS ON DEFENSIVE DRIVING SKILLS AND OFFER A COST REDUCTION ON THEIR INSURANCE PREMIUM.

4. FOOD AND BEVERAGE

Use includes food and/or beverages? Yes \_\_\_\_\_ No   
 Use includes the sale, use or consumption of alcohol? Yes \_\_\_\_\_ No

5. DATE

Date(s) of Use: MONDAY, OCTOBER 21, 2013 - TUES., OCTOBER 21, 2014  
 Time(s) of Use: 9:00 AM PM 3:00 AM PM  
10/21/13, 11/18/13, 1/13/14, 2/10/14, 3/17/14, 4/28/14, 5/19/14, 6/16/14

6. EQUIPMENT

7/14/14, 8/18/14, 9/15/14, 10/20/14  
 Amount of Equipment Requested: Tables 10 Chairs 40  
 All equipment contained or used within the property is subject to approval by FDO.

7. ADDITIONAL USERS

Organization(s) participating in use, if other than Applicant (Attach additional pages to list more organizations/individuals): N/A  
 Organization Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Status: Non Profit \_\_\_\_\_ Profit \_\_\_\_\_ Other \_\_\_\_\_ (Explain)  
 Contact Person: \_\_\_\_\_

8. VENDORS

List all vendors of the event: N/A

9. ADVERTISING

Will the event be advertised to the public? Yes  No

If yes, by what means?: Radio  TV  Internet  Other   
(Senior Center)

TO BE PROVIDED BY FDO (After evaluation of the Application):

1. FEES AND ADDITIONAL CHARGES

_____ License Fees	\$ <u>N/A</u>
_____ Custodial Costs	\$ <u>N/A</u>
_____ Service Costs	\$ <u>N/A</u>
_____ Other Costs	\$ <u>N/A</u>

2. Special Conditions of Use: See attached Exhibit A-1

By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.

Mary E. White  
Signature of Authorized Representative  
AARP  
Mary E. White, Manager  
Procurement & Contract Mgmt.  
Printed Name and Title of Authorized Representative

Date: 09/26/13

APPROVED BY:  
Andrew Walker, Jr.  
Director, Facilities Development & Operations Department

Date: 10/21/13

OTHER DEPARTMENTAL REVIEW (if necessary):

[Signature] (HW)  
Signature of Director of Department

Date: 9/25/13

**EXHIBIT "A-1"**

**Special Conditions of Use re Standard License Agreement For Commercial Activity  
North County Senior Center**

1. In the event there is an emergency, dial 911 and then follow-up by contacting one of the following on-site Senior Center Staff Members: (i) Hugo Montenegro, North County Senior Center Manager; or (ii) Patty Jordan, Assistant Community Center Manager.

In the event that there is an accident or incident that occurs at the Facility that does not warrant a call to 911, then such accident or injury shall be immediately reported by the User to one of the following on-site Senior Center Staff Members: (i) Hugo Montenegro, North County Senior Center Manager; or (ii) Patty Jordan, Assistant Community Center Manager.

In the event a County Staff member is not available, such emergency, accident or injury shall be immediately reported by the User to the Division of Facilities Management North County Region at 561-776-2051 or if after 5:00 p.m. or on the weekends to the County's Division of Emergency Management 24-Hour Communications Center at 561-712-6428.

2. All announcements (verbal and written) bearing the County address or location of the Premises shall include the following disclaimer:

**"This event is not sponsored by or affiliated with Palm Beach County"**

3. The License Fee is waived. The use is to promote community interest and welfare and Licensee will not realize a profit from the use.

4. The requirements of paragraph 11 are waived.

5. Commencement of use of the Premises indicates acceptance, by the Licensee, of the Special Conditions of Use set forth herein.

6. The AARP will be charging \$12.00 for AARP members and \$14.00 for non-members until December 31, 2013. Beginning January 1, 2014, the AARP will charge \$15.00 for AARP members and \$20.00 for non-members.



September 25, 2013

Terry Hearn  
Palm Beach County  
Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603

Reference: Signature Authority

Dear Terry Hearn,

This letter is to confirm that Mary E White, Manager Procurement and Contract Management located in Lakewood California, has signature authority to execute contracts on behalf of AARP.

For further questions or concerns, please feel free to contact me.

Sincerely,

Christina Najjar  
Director, Procurement Operations  
Procurement and Contract Management  
601 E St NW  
Washington, DC 20049  
Office: B9-600  
Phone: (202) 434-3183

Enclosures

/mw ll



October 8, 2013

North County Senior Center  
5217 Northlake Blvd.  
Palm Beach Gardens, FL 33418

Lakewood Office  
3200 E. Carson Street  
Lakewood, CA 90712

1-888-OUR-AARP  
1-888-687-2277  
www.aarp.org

RE: Request for Waiver of Commercial License Fee

To Whom It May Concern:

The undersigned hereby requests that the commercial license fee be waived in connection with my Application For Use of Palm Beach County-Owned Property For Commercial Activities and the Standard License Agreement For Commercial Activity for the provision of the AARP Driver Safety class (Activity) at the North County Senior Center (Facility). This request is being made since this Activity: (i) is for the purpose of promoting community interest and welfare and (ii) the undersigned (Applicant) will not realize a profit based on its use of the Facility, as explained by the following:

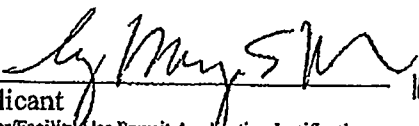
Promotion of Community Interest And Welfare.

This Activity is being provided as part of the Senior Center's programming, and will provide seniors with defensive driving skills and a cost reduction on their insurance premiums. The provision of this Activity is in line with the Senior Center's goal of providing classes, activities and programs to promote health and wellness programs and healthy living for seniors (55) years and older.

Applicant Will Not Realize A Profit.

Each person participating in the Activity will be charged a participation fee of \$12 for members of AARP and \$14 for non-members (Participation Fee). The Participation Fee is charged to cover the costs of the Activity materials, including a safe driver training book and the exam fee of \$10 for each participant to be certified as a safe driver

Sincerely,

  
Applicant 10-15-13  
Scoop/Facility Use Permit Application Justification re no fee  
AARP  
Mary E. White, Manager  
Procurement & Contract Mgmt.



**STANDARD LICENSE AGREEMENT**  
**FOR USE OF COUNTY-OWNED PROPERTY**

This License Agreement made and entered into 10/18/13, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Glitch Happens, LLC, hereinafter referred to as "Licensee".

**WITNESSETH:**

**WHEREAS**, Licensee has applied for a License to Use County owned property via the Application for License to Use County-Owned Property (the "Application"), attached hereto as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, County is the owner of the real property and/or improvements described on the Application; and

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

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

**1. Premises**

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on the Application. The Application, which may include special conditions of use as set forth in the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

2. **Length of Term and Commencement Date**  
This License Agreement shall commence upon execution by both parties (the "Commencement Date"). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, one year from the Commencement Date, or termination in accordance to the terms of this License Agreement.
3. **License Fee**  
The Licensee shall pay the License Fee identified on the Application as determined by the County, together with applicable sales taxes thereon. Additional charges may accrue for custodial, set-up or special requirements as indicated on the Application.
4. **Termination**  
The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.
5. **Waste or Nuisance**  
Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.
6. **Governmental Regulations**  
Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.
7. **Non-Discrimination**  
Licensee 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.

**8. Surrender of Premises**

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

**9. Maintenance and Repair**

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

**10. Indemnification of County**

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

**11. Insurance**

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this License Agreement. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Licensee's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Licensee shall look solely to any insurance in its favor without making any claim against the County, and the Licensee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the County.

12. **Utilities**

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

13. **Rules of Premises**

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

14. **Subcontracting**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

15. **Entire Agreement**

This License Agreement 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 Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by

personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by 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 the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

FDO Business & Community Agreements Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411  
Fax: (561) 233-0206

with a copy to:

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

(b) If to the Licensee at:

Glitch Happens, LLC c/o Jamie Wallace  
8586 Uranus Terrace  
Lake Park, FL 33403  
Fax: ( ) -

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

17. **Severability**

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

18. **WAIVER OF JURY TRIAL**

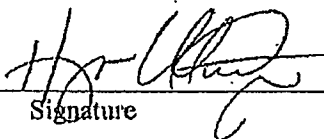
THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

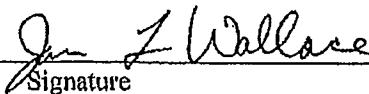
19. **Governing Law and Venue**  
This License Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.
20. **Recording**  
Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.
21. **Time of Essence**  
Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.
22. **Palm Beach County Office of the Inspector General**  
Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have 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 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
23. **No Third Party Beneficiary**  
No provision of this License Agreement 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 License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

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

WITNESS:

LICENSEE:

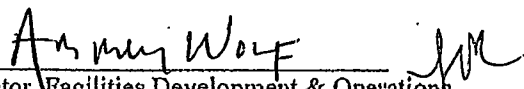
By:   
Signature

By:   
Signature

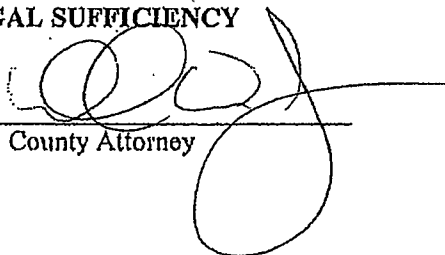
HUGO MONTENEGRO  
Print Witness Name

Jamie Wallace  
Jamie Wallace, Manager

PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida

By:   
Director, Facilities Development & Operations

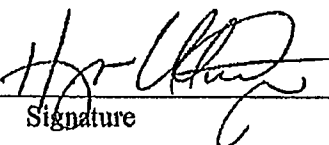
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

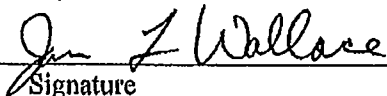
By:   
County Attorney

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

WITNESS:

LICENSEE:

By:   
Signature

By:   
Signature

HUGO MONTENEGRO  
Print Witness Name

Jamie Wallace  
Jamie Wallace, Manager

**PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida**

By: \_\_\_\_\_  
Director, Facilities Development & Operations

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

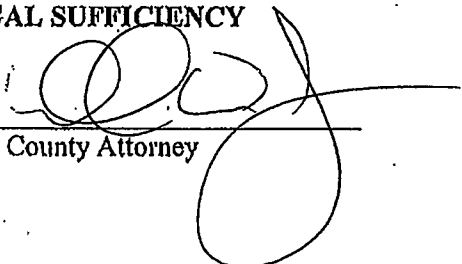
By:   
County Attorney



Exhibit "A"

APPLICATION FOR LICENSE TO USE  
COUNTY-OWNED PROPERTY

**APPLICATION FOR LICENSE TO USE  
COUNTY-OWNED PROPERTY**

This application may be used to apply for a License to use County owned property. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Facilities Development & Operations Department (FDO)  
PBCFacilityUsePermit@pbegov.org  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603  
ATTN: Director  
Telephone: 561-233-0215 / Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use, and fees for the Use as defined herein. Any fees are due prior to the Use.

**1. USER/APPLICANT**

Name of Applicant: Jamie Wallace

Name of Organization/Licensee: Glitch Happens, LLC

Address: 8586 Uranus Terrace

City: Lake Park State: FL Zip Code: 33403

Telephone: (561) 317 - 2312

Email: \_\_\_\_\_

Name and Title of Authorized Representative: Jamie Wallace, Manager

Type of Organization:  Public Agency  Non-Profit  Other (Specify) Computer Training/Support Company

**2. REQUESTED PROPERTY**

Name and Address of Property Requested (Include property address, name of facility, room or area requested, as applicable):

Facility: North County Senior Center

Address: 5217 Northlake Blvd

City: Palm Beach Gardens State: FL Zip Code: 33418

**3. USE**

Nature of Use (Please check one):  Training  Educational  Recreational  
 Meeting  Non-Profit Event  Other \_\_\_\_\_

Does Use include the sale of Goods and/or Services?  Yes  No

Will User charge an Admission Fee and/or Participation Fee?  Yes  No

Amount to be charged for Admission Fee and/or Participation Fee: \$20/ 4 classes

Detailed Description of the Nature and Purpose of Use (Attach additional sheets, as necessary):

Training individuals on using their computer for accessing email, social networking, internet, etc.

Also training on cell phones and tablets.

#### 4. FOOD AND BEVERAGE

Use includes food and/or beverages?  Yes  No

Use includes the sale, use or consumption of alcohol?  Yes  No

#### 5. DATE

Date(s) of Use: Fridays, Beginning October or November 2013 - October 4, 2014

*Friday -  
NOV 1ST*

Time(s) of Use: 11:00 AM to 12:00 PM

#### 6. EQUIPMENT

Amount of Equipment Requested: Tables 12 Chairs 12

All equipment contained or used within the property is subject to approval by FDO.

#### 7. ADDITIONAL USERS

Organization(s) participating in use, if other than Applicant (Attach additional pages to list more organizations/individuals):

Name: N/A

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ E-mail \_\_\_\_\_

Status:  Non Profit  Profit  Other (Explain) \_\_\_\_\_

Contact Person: \_\_\_\_\_

#### 8. VENDORS

List all vendors of the event: N/A

#### 9. ADVERTISING

Will the event be advertised to the public?  Yes  No

If yes, by what means?:  Radio  TV  Internet  Other flyers/word of mouth

**TO BE PROVIDED BY FDO (After evaluation of the Application):**

**1. FEES AND ADDITIONAL CHARGES**

- License Fees Fees will be collected by Department and 70% of all collected fee will be remitted to Licensee as noted in Exhibit "A-1"
- Custodial Costs \_\_\_\_\_
- Service Costs \_\_\_\_\_
- Other Costs \_\_\_\_\_

**2. Special Conditions of Use:** See attached Exhibit A-1

By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.

Jamie Wallace  
Signature of Authorized Representative

Date: 10/18/13

Jamie Wallace  
Printed Name and Title of Authorized Representative

**APPROVED BY:**  
Rudolph Wallace, FDC  
Director, Facilities Development & Operations Department

Date: 10/18/13

**OTHER DEPARTMENTAL REVIEW (If necessary):**  
[Signature] [Signature]  
Signature of Director of Department

Date: 10/18/13

**Exhibit "A-1"**

**Special Conditions of Use re Standard License Agreement For Commercial Activity  
North County Senior Center**

1. In the event there is an emergency, dial 911 and then follow-up by contacting one of the following on-site Senior Center Staff Members: (i) Hugo Montenegro, North County Senior Center Manager; or (ii) Patty Jordan, Assistant Community Center Manager.

In the event that there is an accident or incident that occurs at the Facility that does not warrant a call to 911, then such accident or injury shall be immediately reported by the User to one of the following on-site Senior Center Staff Members: (i) Hugo Montenegro, North County Senior Center Manager; or (ii) Patty Jordan, Assistant Community Center Manager.

In the event a County Staff member is not available, such emergency, accident or injury shall be immediately reported by the User to the Division of Facilities Management North County Region at 561-776-2051 or if after 5:00 p.m. or on the weekends to the County's Division of Emergency Management 24-Hour Communications Center at 561-712-6428.

2. All announcements (verbal and written) bearing the County address or location of the Premises shall include the following disclaimer:

**"This event is not sponsored by or affiliated with Palm Beach County"**

3. Commencement of use of the Premises indicates acceptance, by the Licensee, of the Special Conditions of Use set forth herein.

4. The requirements of Paragraph number 11 of the Agreement "Insurance" are waived provided the use is classroom instruction on use of computers, accessing and working with the internet and related computer classroom instruction topics that are conducted at the Senior Center.

5. A Participation Fee of \$20.00 for four (4) classes ("Fee") will be collected from each participant by a Senior Center Staff Member. The Fee shall be remitted directly to a Senior Center Staff Member. Seventy percent (70%) of all Fees collected will be paid by the Division of Senior Services to the Licensee as an instructor fee.



**Facilities Development &  
Operations Department**

2633 Vista Parkway  
West Palm Beach, FL 33411

Telephone - (561) 233-0200  
Facsimile - (561) 233-0206  
www.pbcgov.com/fdo

**Palm Beach County  
Board of County  
Commissioners**

Steven L. Abrams, Mayor

Priscilla A. Taylor, Vice Mayor

Hal R. Valeche

Paulette Burdick

Shelley Vana

Mary Lou Berger

Jess R. Santamaria

**County Administrator**

Robert Weisman, P.E.

"An Equal Opportunity  
Affirmative Action Employer"

**MEMORANDUM**

**DATE:** October 24, 2013

**TO:** Steven L. Abrams, Mayor and Members of the Board of  
County Commissioners

**FROM:** Audrey Wolf, Director *Audrey Wolf*  
Facilities Development & Operations

**RE:** Notice of license fee charged for commercial activity to be  
conducted at County-owned property/facilities

---

This memorandum is to inform you that Glitch Happens, LLC ("Applicant") has requested the use of the North County Senior Center every Friday from 11:00 a.m. to 12:00 p.m. beginning November 1, 2013 through October 4, 2014, in order to provide training on computer related skills such as accessing email, social networking and basic internet usage. It is anticipated that there will be approximately twelve (12) participants per class who will each be charged a participation fee of twenty dollars (\$20.00) for four (4) classes.

The terms and conditions of the County's standard License Agreement For Use of County-Owned Property will govern the Applicant's use of the North County Senior Center.

Staff has determined that a license fee of thirty percent (30%) of all participant fees collected will be charged the Applicant for the proposed activity.

If there are any questions, please let me know.

cc: Robert Weisman, County Administrator  
Michael W. Jones, Assistant County Attorney  
Ross Hering, Director, Property and Real Estate Management, FDO  
Denise Coffman, Manager, Business & Community Agreements