

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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|               |                            |                    |             |
|---------------|----------------------------|--------------------|-------------|
| Meeting Date: | October 20, 2015           | Consent [ X ]      | Regular [ ] |
| Department:   | Water Utilities Department | Public Hearing [ ] |             |

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I. EXECUTIVE BRIEF


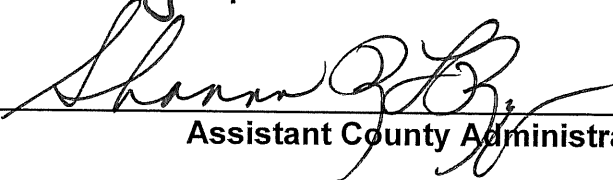
**Motion and Title:** Staff recommends motion to approve: a License Agreement with United States Postal Service to access an existing easement for the rehabilitation of Lift Station No. 169. The term of the agreement is from November 1, 2015 through March 31, 2016.

**Summary:** The proposed License Agreement will allow the Water Utilities Department (WUD) to access the existing easement containing Lift Station No. 169 located on Summit Boulevard west of South Congress Avenue to rehabilitate the lift station and to install a new gravity wastewater line. The rehabilitation project is necessary to upgrade the lift station to bring it into compliance with current WUD standards. (WUD Project No. 13-034) District 2 (MJ)

**Background and Justification:** The United States Postal Service property (PCN 00-43-44-06-01-002-0000) located on Summit Boulevard just west of South Congress Avenue contains wastewater lines and a lift station belonging to WUD. WUD has requested a temporary license for access to the property to undertake the rehabilitation of Lift Station No. 169 located in the northwest corner of the property.

- Attachments:**
- 1. Three (3) License Agreements
  - 2. Location Map

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|                 |   |         |
|-----------------|---|---------|
| Recommended By: |  | 9-29-15 |
|                 | Department Director   | Date    |
| Approved By:    |  | 10/5/15 |
|                 | Assistant County Administrator  | Date    |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years                            | 2016 | 2017 | 2018 | 2019 | 2020 |
|---|------|------|------|------|------|
| Capital Expenditures                    | 0    | 0    | 0    | 0    | 0    |
| Operating Expenditures                  | 200  | 0    | 0    | 0    | 0    |
| External Revenues                       | 0    | 0    | 0    | 0    | 0    |
| Program Income (County)                 | 0    | 0    | 0    | 0    | 0    |
| In-Kind Match County                    | 0    | 0    | 0    | 0    | 0    |
| NET FISCAL IMPACT                       | 200  | 0    | 0    | 0    | 0    |
| # ADDITIONAL FTE POSITIONS (Cumulative) | 0    | 0    | 0    | 0    | 0    |

Budget Account No.: Fund 4001 Dept 720 Unit 1110 Object 3101

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

C. Department Fiscal Review: Delramo Vest

III. REVIEW COMMENTS

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

Sherry Bm  
9/18 SC OFMB  
9/21

Dr. J. Jacobson 9/29/15  
Contract Development and Control  
B. Wheeler 9-29-15

B. Legal Sufficiency:

LOLW 9/30/15  
Assistant County Attorney

C. Other Department Review

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

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

|           |                       |  |
|-----------|-----------------------|--|
| <b>A.</b> | <b>LICENSOR:</b>      | <p>The United States Postal Service, an independent establishment of the Executive Branch of the United States Government</p> <p>Trade name: The United States Postal Service</p> <p>Notice address: 475 L'Enfant Plaza, SW, Room 6670<br/>Washington, DC 20260-1862</p> <p>Attention: James Ruffing</p> <p>Telephone: (202) 268-5921</p> <p>e-mail address: James.M.Ruffing@usps.gov</p> <p>Payment address: United States Postal Service<br/>Attn. James Ruffing<br/>475 L'Enfant Plaza, SW, Room 6670<br/>Washington, DC 20260-1862</p> |
| <b>B.</b> | <b>LICENSEE</b>       | <p>Name: Palm Beach County Board of County Commissioners</p> <p>Notice address: 8100 Forest Hill Blvd.<br/>West Palm Beach, Florida 33416</p> <p>Attention: VICTOR M. GUTIERREZ, P.E.</p> <p>Telephone: (561) 493-6138</p> <p>e-mail address: vgutierrez@pbcwater.com</p>  |
| <b>C.</b> | <b>PROPERTY:</b>      | <p>West Palm Beach P&amp;DC ("USPS Facility")</p> <p>3200 Summit Boulevard; West Palm Beach, FL 33416-3525 ("USPS Property")</p>   |
| <b>D.</b> | <b>LICENSE AREA:</b>  | In the locations shown on <b>Exhibit "A"</b> attached hereto.  |
| <b>E.</b> | <b>TERM:</b>          | Commencing November 1, 2015 and expiring March 31, 2016.   |
| <b>F.</b> | <b>LICENSE FEE:</b>   | LUMP SUM PAYMENT: \$200  |
| <b>G.</b> | <b>PERMITTED USE:</b> | The License Area shall be used for access to sewer easement and staging area for repair of existing sewer line and lift station.   |

1. **License Area.** Based upon the terms and information stated above, which is integral and incorporated in this agreement ("**License Agreement**"), Licensors hereby grants to Licensee a nonexclusive, revocable, non-transferable, license for the use by Licensee and its contractors of certain area, space, or premises as identified on Page 1 ("**License Area**"). The location of the License Area on the USPS Property is depicted on the attached and incorporated **Exhibit "A."**
2. **Use.** Licensee and its contractors may occupy and use the License Area for the Permitted Use as set forth in Section G on Page 1 and for no other purpose during the Term of this License. Licensee's use of the License Area pursuant to such permission shall be strictly governed by the terms of this Agreement. Licensee shall at all times observe and comply with all applicable laws and shall not use the USPS Property in any way which, in the reasonable, good faith judgment of the Licensors, poses a hazard to the Licensors, the general public, the USPS Property in part or whole. Licensee shall use reasonable care in the occupation and use of the License Area and shall not interfere in any material respect with Licensors' operations on the USPS Property.

**License Fee.** Licensee shall pay Licensors the sum of \$200 and shall be made payable to the "**United States Postal Service**" and contain the following identification number: **119466-G07**. Licensee shall deliver full payment of the License Fee within two (2) business days following the execution of this License Agreement.
3. **Term.** The term of this License Agreement shall be for the Term as identified in Section E on Page 1. This License Agreement shall automatically terminate at the end date identified of the Term without the need for either party to provide notice.
4. **Termination.** Licensors may terminate this License Agreement without liability at any time with ten (10) days prior written notice to Licensee in the event Licensee defaults in the performance of any of its obligations under this License Agreement.
5. **Restoration and Alterations.** Except for repairs to the sewer line and related appurtenances located within the License Area, Licensee shall not have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the License Area. At the end of the Term, Licensee shall restore the License Area to substantially the same condition as delivered to Licensee, except for any reasonable wear and tear.
6. **Repairs and Maintenance.** Licensee shall be responsible for the repair and maintenance of the License Area during the Term, and any and all building equipment, fixtures, systems, and appurtenances thereto, in good repair and working condition, during the Term. Licensee shall also be responsible for the removal and clean-up of trash in the License Area generated by Licensee's use of the License Area. Licensors may, at reasonable times, enter the License Area and inspect the same and make any necessary repairs thereto in Licensors' sole discretion; provided, however, such repairs shall not interfere with the repairs to the sewer line being performed by Licensee nor interfere with the efficient operation of the sewer line for its intended purpose. Licensee agrees to reimburse Licensors for the actual, reasonable cost of repairs that are necessary as the result of any damage caused by Licensee in the License Area during the Term.
7. **Compliance with Law.** In the exercise of any privilege granted by this License, Licensee shall comply with all applicable laws including but not limited to federal, state, municipal and local laws, and the rules, orders, regulations and requirements of governmental departments and bureaus.
8. **Insurance:**
  - a. If the License Area or any part of thereof is damaged by fire or other casualty resulting from any act or negligence of Licensee or any of Licensee's agents, employees or invitees, Licensee shall be responsible for the costs of repair not covered by insurance.



- b. Licensee must obtain, at no cost to the Licensors, a commercial general liability insurance policy naming Licensors as an additional named insured and providing minimum limits of liability for bodily injury of \$500,000 for each person and \$1,000,000 for each occurrence and \$2,000,000 aggregate and property damage limits of \$250,000 for each occurrence and \$500,000 aggregate. A memorandum of insurance or a certificate of insurance including Licensors as an additional named insured thereunder shall be furnished to Licensors. The certificate must include the following language: "Written notice must be provided to the United States Postal Service ("USPS") within thirty (30) days of the effective date of any reduction in coverage under, or cancellation of, any of the policies described herein."
  - c. In all cases wherein federal, state, or local governmental bodies are self-insured, acceptable evidence of such self-insurance shall be provided prior to occupancy.
- 9. **Hazardous/Toxic Conditions.** If any activity of the Licensee involves the storage on the USPS Property, shipping to or from the USPS Property or any use on the USPS Property of any material, chemical or agent that qualifies as a hazardous or toxic substance under federal, state and local regulations or is an unregulated substance that has hazardous characteristics and is used, stored or transported in sufficient quantities to qualify as hazardous material, then all federal, state and local regulations, licensing or permit requirements must be complied with and copies of all licenses, permits or authorizations for their use, shipment, storage or transport must be forwarded to the Contracting Officer as well as copies of any citations or listing of infractions and subsequent corrections by the Licensee.
- 10. **Default by Licensee.** If Licensee is in breach of any term or condition of this License Agreement and if said default shall continue for more than (1) day after written notice thereof by Licensors, and Licensee fails to commence promptly to cure such breach and prosecute the same to completion with due diligence, then the Licensors may, at its option, on authority hereby granted the Licensors by the Licensee declare this License Agreement terminated at no cost or liability to Licensors. Upon receipt of termination notice, Licensee shall restore the License Area in accordance with Paragraph 6 of this License Agreement. If Licensee fails to restore the License Area, in addition to all remedies available by law (excluding consequential and punitive damages), Licensee may re-enter the License Area and remove all persons or things therefrom, and the Licensee hereby expressly waives all service of any demand or notice prescribed by any statute whatever; and (b) Licensors may enter the License Area and eject Licensee, forcibly or otherwise, without regard to any statute to the contrary, dispose of Licensee's personal property in the License Area as deemed in the best interest of Licensors.
- 11. **Indemnification.** Licensors shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from use of the License Area by Licensee or any of its agents, employees, licensees, or invitees caused by or arising from any act or omission of Licensee, its agents, employees, or licensees. To the extent permitted by law, Licensee shall indemnify, defend and hold Licensors harmless against any actions, claims or damages arising out of Licensee's negligence in connection with this License. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor a waiver of any defense the Licensee may have under such statute, nor as consent to be sued by third parties, nor shall it constitute agreement by the Licensee to indemnify Licensors for Licensors's negligent, willful, or intentional acts or omissions.
- 12. **Rules and Regulations.** Licensee's use of the USPS Property and its repair of the sewer line shall be subject to the reasonable rules and regulations promulgated from time to time by USPS, including the regulations codified in title 39 Code of Federal Regulations, part 232, attached hereto as Exhibit "B," as they

may be amended from time to time and made part of this License.

- 13. Notices.** All notices, demands, requests, consents, approvals, or other communication that Licensor or Licensee is required or desires to give or make under this License Agreement will be effective and valid only when in writing and shall be deemed duly given when received if sent by electronic e-mail with acknowledgment of receipt by the recipient, or if it is sent by US Mail, Registered Mail® or Certified Mail® or Priority Mail Express®, return receipt requested and postage prepaid to the respective addresses as set forth in Sections A and B, or in either case at the last address provided by a party and given by notice as provided in this Section.
- 14. Entire Agreement.** This License Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. All prior communications, whether oral or written, are hereby abrogated and withdrawn.
- 15. Governing Law.** This License Agreement shall be governed by the federal laws of the United States.
- 16. Assignment.** Licensee shall not assign, mortgage or pledge this License Agreement, or enter into any sub-occupancy agreement, concession or license of the License Area.
- 17. Authority.** Each party represents that it has caused this License Agreement to be executed on its behalf as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein. The effective date of this License Agreement is the later of the two execution dates shown below.
- 18. Counterparts; Electronic Delivery.** This License Agreement may be executed in any number of counterparts each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one agreement. This License Agreement may be delivered electronically with the same legal effect as if delivered in paper form by hand.
- 19. Rider.** The terms, if any, contained in the Rider attached hereto are incorporated into this License Agreement.

[no further text on this page; signature page follows]



**United States Postal Service as Owner  
Parking OR Temporary Space License**

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the date this License Agreement is signed.

**UNITED STATES POSTAL SERVICE**

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

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

(COUNTY SEAL)

**LICENSEE: PALM BEACH COUNTY,  
FLORIDA, BY ITS BOARD OF COUNTY  
COMMISSIONERS**

ATTEST:

**SHARON R. BOCK, CLERK  
AND COMPTROLLER**

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
Shelley Vana, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:   
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By:   
DIRECTOR OF WATER UTILITIES



**RIDER**

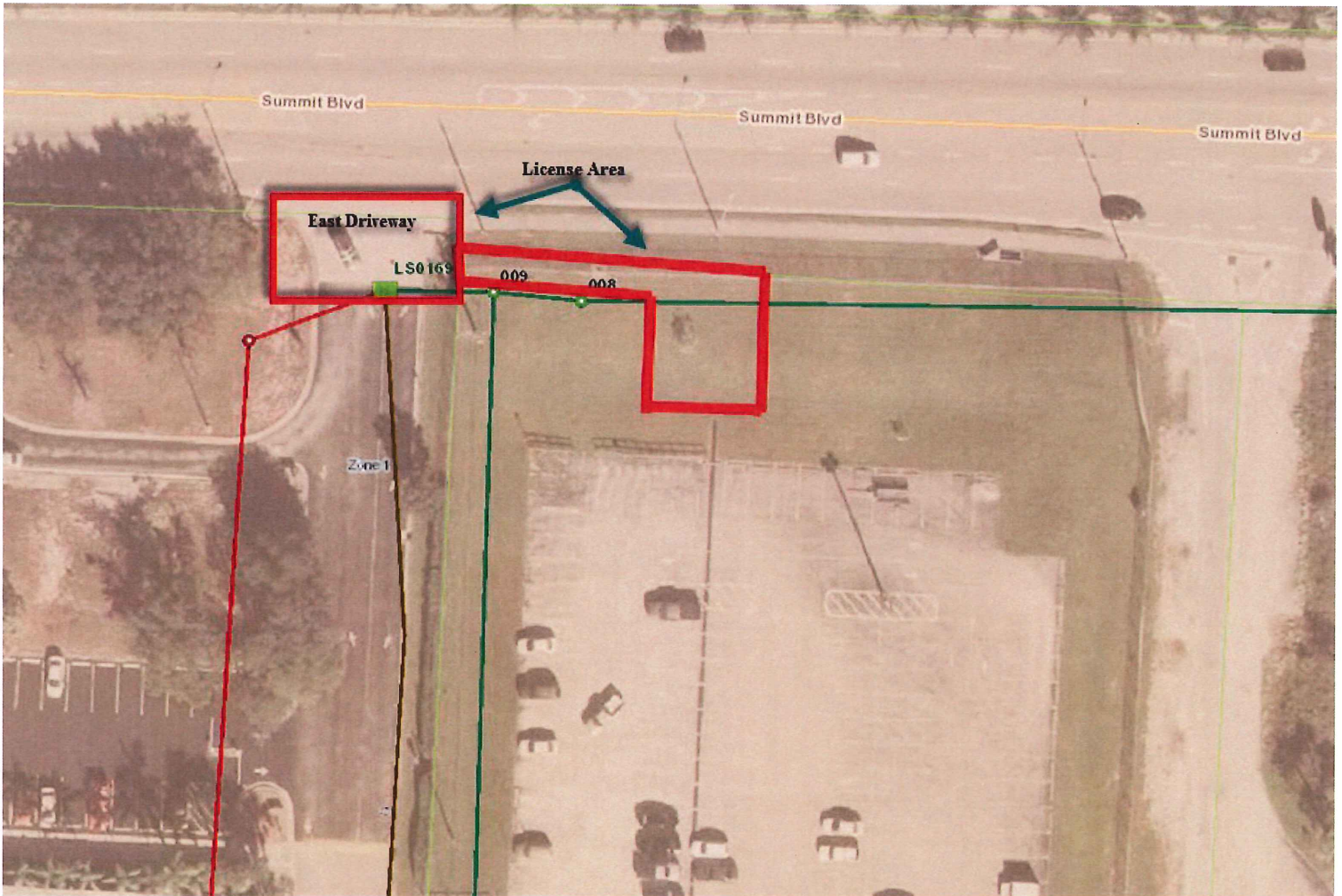
**This Rider is to the foregoing License Agreement. If there is any inconsistency between the terms of this Rider and the terms of the License Agreement, the terms of this Rider shall prevail.**

The License Agreement is modified as follows:

1. Except as specifically provided herein, Licensee shall keep all areas of the USPS Property clear and free from obstructions at all times. In the event Licensee needs to restrict access at the eastern driveway onto Summit Boulevard identified in Exhibit A to perform the work defined in paragraph G above, Licensee shall make a written request to Carl D. Powell, Maintenance Manager, and Richard Fermo, Acting Plant Manager at least 14 calendar days prior to undertaking such work. Written permission is required from one of the individuals before the driveway may be closed. In the event such request is granted, in writing, Licensee shall utilize a flagman during periods that the eastern driveway is blocked off restricted in any way. The flagmen must be approved by Mr. Powell or Mr. Fermo prior to use. Licensee shall not restrict such access at the eastern driveway for more than 8 consecutive hours, and Licensee must remove all such restrictions to access at the end of each day.
2. No "construction related" parking, for contractors, officials or guests will be permitted on the USPS Property outside the License Area during the term of the License Agreement.
3. During the term for License Area, the Licensee shall
  - (a) Keep any open excavations within the License Area enclosed with concrete or other types of construction barricades or mounted fencing.
  - (b) Mitigate any conditions that may impact USPS operations and protect the USPS staff and general public.
  - (c) Keep the License Area in Exhibit "A" free of construction debris at any time the License Area is not occupied by the Licensee, their contractor or representative.
  - (d) Install temporary construction fencing of 8 foot or higher with barbed wire on top prior to the start of work and the removal of any of the existing security fence within the USPS Property. The temporary fence shall be erected prior to any construction activities and to the specifications and satisfaction of the Licensor (Preferably 9 gauge steel wire with no more than 2" mesh fabric chine link and barbed wire – i.e. the same standard as the current USPS Fence Design.)
  - (e) Maintain temporary security fencing during the term of the License such that the fence is locked and secured with the existing fence, and no openings exist between the temporary and permanent fences, whenever the Licensee, their contractor or representative is not on site.
  - (f) Install a permanent security fence at the location of the original fence line within a week of completion of activities within License Area, and to the specifications of the existing fence and satisfaction of the Licensor.
4. In the event Licensee fails to comply with the terms of this License, Licensor have the right to perform such work as required and shall further have the right to recover its costs from the Licensee. Licensor shall also have the right to terminate this License.
5. The Licensee shall provide USPS with notice and a schedule of the project duration at least 10 business days prior to the start of work, and provide USPS notice of at least 5 days prior to any changes in the schedule.



**EXHIBIT "A"  
LICENSE AREA**



**Exhibit "B"**

(Title 39 Code of Federal Regulations, part 232.1 – Conduct on Postal Property)

39 CFR 232.1 - Conduct on postal property.

§ 232.1 Conduct on postal property.

- (a) Applicability. This section applies to all real property under the charge and control of the Postal Service, to all tenant agencies, and to all persons entering in or on such property. This section shall be posted and kept posted at a conspicuous place on all such property. This section shall not apply to
- (i) Any portions of real property, owned or leased by the Postal Service, that are leased or subleased by the Postal Service to private tenants for their exclusive use;
  - (ii) With respect to sections 232.1(h)(1) and 232.1(o), sidewalks along the street frontage of postal property falling within the property lines of the Postal Service that are not physically distinguishable from adjacent municipal or other public sidewalks, and any paved areas adjacent to such sidewalks that are not physically distinguishable from such sidewalks.
- (b) Inspection, recording presence.
- (1) Purses, brief cases, and other containers brought into, while on, or being removed from the property are subject to inspection. However, items brought directly to a postal facility's customer mailing acceptance area and deposited in the mail are not subject to inspection, except as provided by section 274 of the Administrative Support Manual. A person arrested for violation of this section may be searched incident to that arrest.
  - (2) Vehicles and their contents brought into, while on, or being removed from restricted nonpublic areas are subject to inspection. A prominently displayed sign shall advise in advance that vehicles and their contents are subject to inspection when entering the restricted nonpublic area, while in the confines of the area, or when leaving the area. Persons entering these areas who object and refuse to consent to the inspection of the vehicle, its contents, or both, may be denied entry; after entering the area without objection, consent shall be implied. A full search of a person and any vehicle driven or occupied by the person may accompany an arrest.
  - (3) Except as otherwise ordered, properties must be closed to the public after normal business hours. Properties also may be closed to the public in emergency situations and at such other times as may be necessary for the orderly conduct of business. Admission to properties during periods when such properties are closed to the public may be limited to authorized individuals who may be required to sign the register and display identification documents when requested by security force personnel or other authorized individuals.
- (c) Preservation of property. Improperly disposing of rubbish, spitting, creating any hazard to persons or things, throwing articles of any kind from a building, climbing upon the roof or any part of a building, or willfully destroying, damaging, or removing any property or any part thereof, is prohibited.
- (d) Conformity with signs and directions. All persons in and on property shall comply with official signs of a prohibitory or directory nature, and with the directions of security force personnel or other authorized individuals.
- (e) Disturbances. Disorderly conduct, or conduct which creates loud and unusual noise, or which impedes ingress to or egress from post offices, or otherwise obstructs the usual use of entrances, foyers, corridors, offices, elevators,



stairways, and parking lots, or which otherwise tends to impede or disturb the public employees in the performance of their duties, or which otherwise impedes or disturbs the general public in transacting business or obtaining the services provided on property, is prohibited.

(f) Gambling. Participating in games of money or other personal property, the operation of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets, is prohibited on postal premises. In accordance with 20 U.S.C. 107a(a)(5), this prohibition does not apply to the vending or exchange of State Lottery tickets at vending facilities operated by licensed blind persons where such lotteries are authorized by state law.

(g) Alcoholic beverages, drugs, and smoking.

(1) A person under the influence of an alcoholic beverage or any drug that has been defined as a "controlled substance" may not enter postal property or operate a motor vehicle on postal property. The possession, sale, or use of any "controlled substance" (except when permitted by law) or the sale or use of any alcoholic beverage (except as authorized by the Postmaster General or designee) on postal premises is prohibited. The term "controlled substance" is defined in section 802 of title 21 U.S.C.

(2) Smoking (defined as having a lighted cigar, cigarette, pipe, or other smoking material) is prohibited in all postal buildings and office space, including public lobbies.

(h) Soliciting, electioneering, collecting debts, vending, and advertising.

(1) Soliciting alms and contributions, campaigning for election to any public office, collecting private debts, soliciting and vending for commercial purposes (including, but not limited to, the vending of newspapers and other publications), displaying or distributing commercial advertising, collecting signatures on petitions, polls, or surveys (except as otherwise authorized by Postal Service regulations), are prohibited. These prohibitions do not apply to:

(i) Commercial or nonprofit activities performed under contract with the Postal Service or pursuant to the provisions of the Randolph-Sheppard Act;

(ii) Posting notices on bulletin boards as authorized in § 243.2(a) of this chapter;

(iii) The solicitation of Postal Service and other Federal military and civilian personnel for contributions by recognized agencies as authorized under Executive Order 12353, of March 23, 1982.

(2) Solicitations and other actions which are prohibited by paragraph (h)(1) of this section when conducted on Postal Service property should not be directed by mail or telephone to postal employees on Postal Service property. The Postal Service will not accept or distribute mail or accept telephone calls directed to its employees which are believed to be contrary to paragraph (h)(1) of this section.

(3) Leafleting, distributing literature, picketing, and demonstrating by members of the public are prohibited in lobbies and other interior areas of postal buildings open to the public. Public assembly and public address, except when conducted or sponsored by the Postal Service, are also prohibited in lobbies and other interior areas of postal building open to the public.

(4) Voter registration. Voter registration may be conducted on postal premises only with the approval of the postmaster or installation head provided that all of the following conditions are met:

(i) The registration must be conducted by government agencies or nonprofit civic leagues or organizations that operate for the promotion of social welfare but do not participate or intervene in any political campaign on behalf of any candidate or political party for any public office.

- (ii) Absolutely no partisan or political literature may be available, displayed, or distributed. This includes photographs, cartoons, and other likenesses of elected officials and candidates for public office.
  - (iii) The registration is permitted only in those areas of the postal premises regularly open to the public.
  - (iv) The registration must not interfere with the conduct of postal business, postal customers, or postal operations.
  - (v) The organization conducting the voter registration must provide and be responsible for any equipment and supplies.
  - (vi) Contributions may not be solicited.
  - (vii) Access to the workroom floor is prohibited.
  - (viii) The registration activities are limited to an appropriate period before an election.
- (5) Except as part of postal activities or activities associated with those permitted under paragraph (h)(4) of this section, no tables, chairs, freestanding signs or posters, structures, or furniture of any type may be placed in postal lobbies or on postal walkways, steps, plazas, lawns or landscaped areas, driveways, parking lots, or other exterior spaces.
- (i) Photographs for news, advertising, or commercial purposes. Except as prohibited by official signs or the directions of security force personnel or other authorized personnel, or a Federal court order or rule, photographs for news purposes may be taken in entrances, lobbies, foyers, corridors, or auditoriums when used for public meetings. Other photographs may be taken only with the permission of the local postmaster or installation head.
  - (j) Dogs and other animals. Dogs and other animals, except those used to assist persons with disabilities, must not be brought upon postal property for other than official purposes.
  - (k) Vehicular and pedestrian traffic.
    - (1) Drivers of all vehicles in or on property shall be in possession of a current and valid state or territory issued driver's license and vehicle registration, and the vehicle shall display all current and valid tags and licenses required by the jurisdiction in which it is registered.
    - (2) Drivers who have had their privilege or license to drive suspended or revoked by any state or territory shall not drive any vehicle in or on property during such period of suspension or revocation.
    - (3) Drivers of all vehicles in or on property shall drive in a careful and safe manner at all times and shall comply with the signals and directions of security force personnel, other authorized individuals, and all posted traffic signs.
    - (4) The blocking of entrances, driveways, walks, loading platforms, or fire hydrants in or on property is prohibited.
    - (5) Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or continuously in excess of 18 hours without permission, or contrary to the direction of posted signs is prohibited. This section may be supplemented by the postmaster or installation head from time to time by the issuance and posting of specific traffic directives as may be required. When so issued and posted such directives shall have the same force and effect as if made a part hereof.
  - (l) Weapons and explosives. Notwithstanding the provisions of any other law, rule or regulation, no person while on postal property may carry firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, or store the same on postal property, except for official purposes.



- (m) Nondiscrimination. There must be no discrimination by segregation or otherwise against any person or persons because of race, color, religion, national origin, sex, or disability, in furnishing, or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided on postal property.
- (n) Conduct with regard to meetings of the Board of Governors.
- (1) Without the permission of the chairman no person may participate in, film, televise, or broadcast any portion of any meeting of the Board or any subdivision or committee of the Board. Any person may electronically record or photograph a meeting, as long as that action does not tend to impede or disturb the members of the Board in the performance of their duties, or members of the public while attempting to attend or observe a meeting.
  - (2) Disorderly conduct, or conduct which creates loud or unusual noise, obstructs the ordinary use of entrances, foyers, corridors, offices, meeting rooms, elevators, stairways, or parking lots, or otherwise tends to impede or disturb the members of the Board in the performance of their duties, or members of the public while attempting to attend or observe a meeting of the Board or of any subdivision, or committee of the Board, is prohibited.
  - (3) Any person who violates paragraph (n) (1) or (2) of this section may, in addition to being subject to the penalties prescribed in paragraph (p) of this section, be removed from and barred from reentering postal property during the meeting with respect to which the violation occurred.
  - (4) A copy of the rules of this section governing conduct on postal property, including the rules of this paragraph appropriately highlighted, shall be posted in prominent locations at the public entrances to postal property and outside the meeting room at any meeting of the Board of Governors or of any subdivision or committee of the Board.
- (o) Depositing literature. Depositing or posting handbills, flyers, pamphlets, signs, poster, placards, or other literature, except official postal and other Governmental notices and announcements, on the grounds, walks, driveways, parking and maneuvering areas, exteriors of buildings and other structures, or on the floors, walls, stairs, racks, counters, desks, writing tables, window-ledges, or furnishings in interior public areas on postal premises, is prohibited. This prohibition does not apply to:
- (1) Posting notices on bulletin boards as authorized in § 243.2(a) of this chapter;
  - (2) Interior space assigned to tenants for their exclusive use;
  - (3) Posting of notices by U.S. Government-related organizations, such as the Inaugural Committee as defined in 36 U.S.C. 501.
- (p) Penalties and other law.
- (1) Alleged violations of these rules and regulations are heard, and the penalties prescribed herein are imposed, either in a Federal district court or by a Federal magistrate in accordance with applicable court rules. Questions regarding such rules should be directed to the regional counsel for the region involved.
  - (2) Whoever shall be found guilty of violating the rules and regulations in this section while on property under the charge and control of the Postal Service is subject to a fine as provided in 18 U.S.C. 3571 or imprisonment of not more than 30 days, or both. Nothing contained in these rules and regulations shall be construed to abrogate any other Federal laws or regulations or any State and local laws and regulations applicable to any area in which the property is situated.

(q) Enforcement.

- (1) Members of the U.S. Postal Service security force shall exercise the powers provided by 18 U.S.C. 3061(c)(2) and shall be responsible for enforcing the regulations in this section in a manner that will protect Postal Service property and persons thereon.
- (2) Local postmasters and installation heads may, pursuant to 40 U.S.C. 1315(d)(3) and with the approval of the chief postal inspector or his designee, enter into agreements with State and local enforcement agencies to insure that these rules and regulations are enforced in a manner that will protect Postal Service property.
- (3) Postal Inspectors, Office of Inspector General Criminal Investigators, and other persons designated by the Chief Postal Inspector may likewise enforce regulations in this section.

[37 FR 24346, Nov. 16, 1972]

Editorial Note:

For Federal Register citations affecting § 232.1, see the List of CFR Sections Affected, which appears in the Finding Aids section of the printed volume and at [www.fdsys.gov](http://www.fdsys.gov).



# ATTACHMENT 2

