

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date: February 9, 2016**       **Consent**           **Regular**  
     **Ordinance**           **Public Hearing**

**Department: Facilities Development & Operations**

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** a License Agreement with the School Board of Palm Beach County for the continued use of School Board property for a temporary customer service and a maintenance facility for the County’s Water Utilities Department (WUD) operations and maintenance crews in West County.

**Summary:** WUD has been using 3.8 acres of the School Board’s property adjacent to the Glades Regional Water Treatment facility and the School Board’s West Tech campus in Belle Glade since 2006 for its existing customer service operations, fuel storage, and a lay down area for storage of utility materials and equipment. WUD is in the process of constructing a permanent facility for operations and maintenance which is anticipated to be completed in the summer of 2017. This License Agreement provides for WUD’s continued use of the School Board’s property from January 1, 2016, through December 31, 2016, at the same 2015 annual rental rate of \$19,000, and may be extended for two (2) additional six (6) month terms, at a rate of \$9,500 per term, to coincide with completion of construction of the facility. It is anticipated that the County will require at least one (1) of the two (2) six (6) month extension periods. **(PREM) District 6 (HJF)**

**Background and Justification:** Since 2006, WUD and the former Glades Utility Authority have continuously used 3.8 acres of property owned by the School Board which is adjacent to the Glades Regional Water Treatment facility and the School Board’s West Tech facility located in unincorporated Belle Glade. Construction of the facility has been delayed by WUD because of design issues. It is anticipated that Amendment No. 11 with Trillium Construction, Inc. to construct WUD’s Western Region Operation Center was approved at the January 26, 2016, BCC meeting and construction will commence shortly thereafter. The School Board is expected to take this to their Board on March 16, 2016, for approval and has requested that the County execute this License Agreement prior to the School Board’s final approval.

**Attachments:**

1. Location Map
2. License Agreement
3. Budget Availability Statement

**Recommended By:**  **Department Director**      1/19/16 **Date**

**Approved By:**  **County Administrator**      2/3/16 **Date**

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	<u>19,000</u>	<u>9,500</u>	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>19,000</u>	<u>9,500</u>	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes  No

Budget Account No: Fund 4001 Dept 720 Unit 1110 Object 4414

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

Within 10 days of the County and Schools' approval of the License Agreement, WUD will pay \$19,000, representing compensation for the County's use from January 1, 2016 through December 31, 2016. It is anticipated that at a minimum, the County will require one (1) of the two (2) six (6) month extension periods in 2017, with the fee being \$9,500 for the six (6) month extension period.

Fixed Asset Number: n/a

C. Departmental Fiscal Review: \_\_\_\_\_ *W* 1/26/16

**III. REVIEW COMMENTS**

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

*Sherry Brown*  
 \_\_\_\_\_  
 OFMB <sup>KP</sup> 1/27/16

*Janice J. Jacobson*  
 \_\_\_\_\_  
 Contract Development and Control 2/1/16

**B. Legal Sufficiency:**

*[Signature]*  
 \_\_\_\_\_  
 Assistant County Attorney 2/2/16

**C. Other Department Review:**

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

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

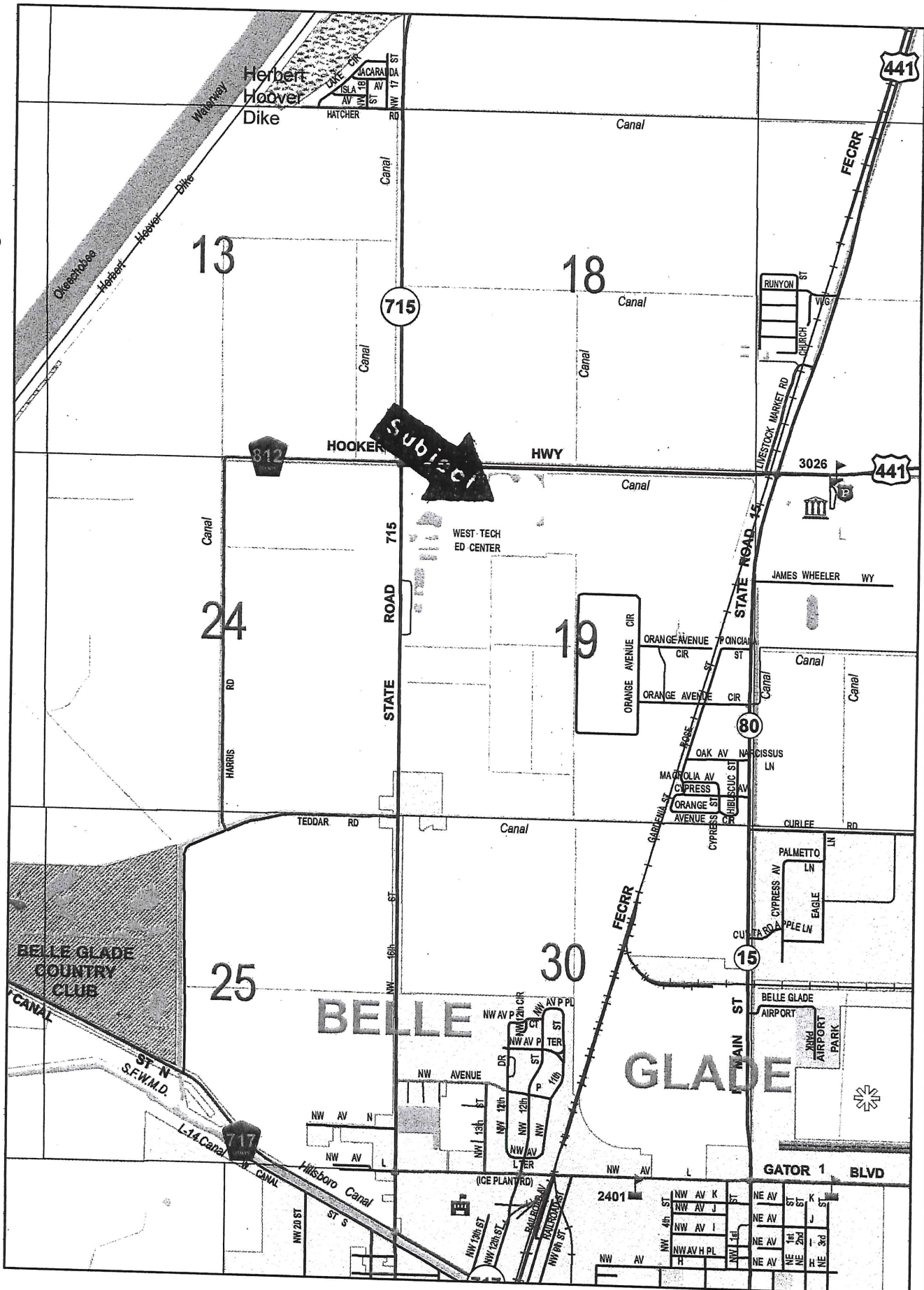
PP

OO

TWP 43

TWP 43

TWP 43



RNG 36

RNG 37

# LOCATION MAP

Attachment 1

181



ATTACHMENT NO. 2  
2 - License Agreements  
6 pages each

## LICENSE AGREEMENT

THIS IS A LICENSE AGREEMENT (the "Agreement") made \_\_\_\_\_, and granted by the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA a corporate body politic of the State of Florida, hereinafter referred to as "School Board", in favor of PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County".

### RECITALS

WHEREAS, School Board owns certain real property located east of the intersection of Hooker Highway and NW 16th Street (aka State Road 715), Belle Glade, Florida (the "School Board Property"); and

WHEREAS, the Glades Utility Authority (GUA) was established to provide potable water and sanitary wastewater distribution and collection systems and related facilities to the residents of Belle Glade, Pahokee and South Bay, and surrounding areas (hereinafter referred to as the "Project"); and

WHEREAS, the GUA was dissolved in May 2013 and the County's Water Utility Department (WUD) took over the operations of the GUA and the Project; and

WHEREAS, WUD and/or the GUA have continuously used a portion of the School Board Property commencing in 2006 as a staging area for construction of a water treatment facility until completion of construction in 2008; thereafter this use transitioned to a staging area for WUD's operation and maintenance crews, customer service and maintenance facilities; and

WHEREAS, County has requested a license from School Board for the continued temporary use of the School Board Property for WUD's operations facilities and offices.

NOW THEREFORE, in consideration of the grants, agreements and covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The School Board hereby grants to County and its authorized contractors a non-exclusive license in and to the portion of the School Board Property depicted on Exhibit "A" attached hereto containing 3.8 acres (the "License Property"). County shall be entitled to utilize the License Property for the following purpose: vehicular access, placement of modular buildings, office operations, a parking area, fuel storage, and a lay down area for the storage of utility materials and equipment. This Agreement shall expire on December 31, 2016. In the event construction of the Project is not completed by December 31, 2016, the County shall have the right to extend the term of this Agreement for two (2) additional six (6) month periods.
3. Within 10 days of approval of this Agreement by the School Board, County will pay \$19,000 as compensation for the County's use for the period from January 1, 2016

through December 31, 2016. If the County exercises its option to extend the term of this Agreement beyond December 31, 2016, the County will pay an extension fee of \$9,500.00 due on the 1<sup>st</sup> day of each six (6) month extension term. Should the County vacate the property prior to the expiration of the initial term or any extension term, School Board shall not be obligated to refund the compensation paid to School Board.

4. The County shall be solely responsible for and shall, at its sole cost and expense, promptly repair any damage arising out of County's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereinafter to the condition it was in prior to such damage, using materials of like kind and quality.
5. The County acknowledges and agrees that the rights granted by this Agreement are and shall be strictly limited to those specifically granted herein and that the County may not utilize the License Property for any purpose not specifically permitted hereby. The County further agrees to exercise the rights granted hereunder in a manner which minimizes the impact upon the School Board's use and enjoyment of the School Board Property. The County's exercise of the rights granted by this Agreement is at the County's sole risk.
6. School Board hereby retains all rights relating to the License Property not specifically granted by this Agreement including the right to use the License Property and any improvements now existing or constructed hereinafter therein. School Board also retains the right to grant to third parties additional rights in the License Property or the right to use the improvements therein, so long as the grant of such additional rights will not interfere with the rights granted to County hereunder.
7. This License may not be assigned by County. Any such attempted assignment shall render this License null and void.
8. The School Board's interest in the School Board Property shall not be subject to liens arising from County's use of the License Property, or exercise of the rights granted hereunder. The County shall promptly cause any lien imposed against the School Board Property relating to the Project to be discharged or transferred to bond. Nothing herein shall be construed as granting to County a real property interest in the School Board Property.
9. School Board and County acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes, Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. School Board and County agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes, Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an Agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense

the parties may have under such statute, nor as consent to be sued by third parties.

10. The County shall require its contractors and subcontractors to maintain and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, bodily injury and property damage liability coverage and Workers Compensation covering all employees in accordance with Chapter 440, Florida Statutes. The General Liability policy shall include coverage for the Operations on the License Property, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. In addition, County shall require its contractors and subcontractors to maintain Business Automobile Liability at a limit of liability not less than One Million Dollars (\$1,000,000) Each Occurrence for all owned, non-owned and hired automobiles. In the event the County's contractors or subcontractors do not own any automobiles, they shall maintain Hired & Non-Owned Auto Liability in such amount. Coverage shall be provided on a primary basis. Except for Workers Compensation and Automobile Liability, all insurance policies shall name the School Board as an Additional Insured. Such Insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by the County and School Board. A Certificate of Insurance evidencing such insurance coverage shall be provided to the School Board prior to the commencement of any work by County's contractors and subcontractors pursuant to this Agreement. Such Certificate shall require thirty (30) 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 the County's contractors and subcontractors under this Agreement.
11. County hereby accepts the License Property "As Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the License Property, and all easements, restrictions, conditions, encumbrances and other matters of record.
12. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be to a state court of competent jurisdiction in Palm Beach County, Florida.
13. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Agreement and the same shall remain in full force and effect.
14. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.
15. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document so as to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In

the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Agreement and the same shall remain in full force and effect.

16. No provision of this 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 of County or employees of County or School Board.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth herein above.

ATTEST:

SCHOOL BOARD OF PALM BEACH  
COUNTY, FLORIDA

BY: \_\_\_\_\_  
Robert M. Avosa, Ed.D., Superintendent

BY: \_\_\_\_\_  
Chuck Shaw, Chairman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
School Board Attorney



ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock  
Clerk and Comptroller


BY: \_\_\_\_\_  
Deputy Clerk

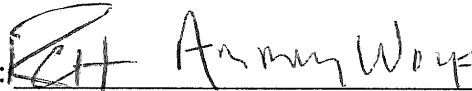
BY: \_\_\_\_\_  
Mary Lou Berger, Mayor

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
County Attorney

BY:   
Department Director

[Note: This signature page represents a continuation of the License Agreement between the  
School Board of Palm Beach County and Palm Beach County]



EXHIBIT "A"

License Property

ATTACHMENT NO. 3

PAGE 1 OF 1

# BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 1/13/2016

REQUESTED BY: Marcel Pessoa

PHONE: 233-0209

FAX: 233-0210

PROJECT TITLE: WUD-Glades License Agreement

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$28,500.00

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: for a License Agreement with the School Board of Palm Beach County for use of School Board property for existing customer service operations, fuel storage, and a lay down area for storage of utility materials and equipment for WUD's operation and maintenance crews in Belle Glade. Total cost is based on an annual rent commencing on January 1, 2016, through December 31, 2016, at a rate of \$19,000, and an additional (6) month term, at a rate of \$9,500.

CONSTRUCTION	
VENDOR SERVICES	\$
STAFF COSTS**	
EQUIP. / SUPPLIES	
CONTINGENCY	
TOTAL	\$

\*\* By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

## BUDGET ACCOUNT NUMBER:

FUND: 4001      DEPT: 700      UNIT: 1110      OBJ: 4414  
SUB OBJ:

## IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

Ad Valorem (source/type: \_\_\_\_\_)  
Non-Ad Valorem (source/type: \_\_\_\_\_)  
Grant (source/type: \_\_\_\_\_)  
Park Improvement Fund (source/type: \_\_\_\_\_)  
General Fund      Operating Budget      Federal/Davis Bacon  
WUD User Fee

SUBJECT TO IG FEE?      YES       NO

Department: WUD

BAS APPROVED BY: [Signature]

DATE: 1/14/16

ENCUMBRANCE NUMBER: \_\_\_\_\_

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