

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: August 15, 2017

Department: ☒ Consent ☐ Regular  
☐ Workshop ☐ Public Hearing

Submitted By: Department of Airports

Submitted For:

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I. EXECUTIVE BRIEF

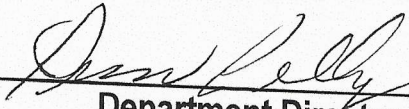
**Motion and Title:** Staff recommends motion to approve: License Agreement for Disaster Recovery (Agreement) with Florida Power & Light Company (FPL), providing for the short-term use of designated areas at the Palm Beach International Airport (PBI) for storm and disaster recovery efforts at no charge.

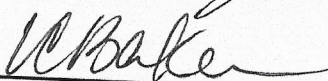
**Summary:** The Agreement allows FPL to use portions of property at PBI, as designated by the Department of Airports, on a short-term basis for staging of materials, equipment, supplies and personnel in connection with disaster recovery efforts, or in preparation for storm events such as tropical storms, hurricanes or tornadoes. The Agreement expires December 31, 2017, and automatically renews on a year-to-year basis thereafter. The County will have the right to terminate the License Agreement upon seven days prior written notice to FPL. Countywide (AH)

**Background and Justification:** FPL is responsible for disaster recovery efforts associated with events such as tropical storms, hurricanes or tornadoes, and these recovery efforts require the use of staging areas. Providing staging areas at PBI at no charge to FPL will facilitate restoration of electrical service in various parts of the County, and is beneficial to both PBI and the County as a whole. A similar agreement with FPL for staging areas at the general aviation airports within the County's airport system was approved on June 16, 2009 (R-2009-0976); this Agreement pertains to use of property specifically at PBI.

- Attachments:**
- 1. License Agreement for Disaster Recovery (2)

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Recommended By:  7/15/17  
Department Director Date

Approved By:  7/18/17  
County Administrator Date



## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT *	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes <u>X</u> No _____				
Budget Account No:	Fund <u>4100</u>	Department <u>120</u>	Unit _____	Obj _____	

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

\*No fiscal impact.

C. Departmental Fiscal Review: CM Sumner

## III. REVIEW COMMENTS

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

[Signature] 7/12/17  
OFMB ET 7/11

[Signature] 7/14/17  
Contract Dev. and Control  
7/13/17

### B. Legal Sufficiency:


Anne Delgado 7-17-17  
Assistant County Attorney

### C. Other Department Review:

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

REVISED 9/03  
ADM FORM 01  
(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)



**ITS**  
log out

STATUS BY PROJECT  
COVERAGES  
SUMMARY PROBLEMS  
EXPIRATION  
SPECIAL ISSUES  
MISSING POLICI

AM BEST  
CANCELLED  
INSURED  
COMPLIANT  
NON-COMPLIA

Connect to ITS Live Support  
Dashboard  
Select a Project  
Add a Contract  
Locate a Contract  
Summary of Contr

## Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Thursday, June 29, 2017

Simple View

Certificate Images

Documents

Insured: Florida Power & Light Company

Insured ID: PBI-FPL-17-01

Status: Compliant (with overrides)

ITS Account Number: PLC2714

Project(s): Palm Beach County - Airport Properties

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 6/13/2018			
General Aggregate:	\$5,000,000	\$3,000,000	X
Products - Completed Operations Aggregate:	\$5,000,000	\$3,000,000	X
Personal And Advertising Injury:	\$5,000,000	\$3,000,000	X
Each Occurrence:	\$5,000,000	\$3,000,000	X
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 6/13/2018			
Combined Single Limit:	All Owned Autos Hired Autos Non-Owned Autos \$5,000,000	All Owned Autos Hired Autos Non-Owned Autos \$3,000,000	X
<u>Excess/Umbrella Liability</u>			
Expiration: 12/1/2017			
Each Occurrence:	\$0	\$2,000,000	
Aggregate Limit:	\$0	\$2,000,000	
<u>Workers Compensation/Employers Liability</u>	WC Stat. Limits	not provided	X
Expiration: 6/13/2018			
Each Accident:	\$100,000	\$1,000,000	
Disease - Policy Limit:	\$500,000	\$1,000,000	
Disease - Each Employee:	\$100,000	\$1,000,000	
<u>Pollution Liability</u>			
Expiration: 6/13/2018			
Each Occurrence:	\$1,000,000	\$1,000,000	
Aggregate Limit:	\$2,000,000	\$2,000,000	

<https://its.insurancetrackingservices.com/clientreports/>

6/29/2017

# FLORIDA POWER & LIGHT COMPANY

## CERTIFICATE AS TO SIGNATURE AND INCUMBENCY

The undersigned, Charlotte B. Anderson, Assistant Secretary of Florida Power & Light Company, a Florida corporation (the "Company"), hereby certifies that (1) the person whose name, title and signature appear below is a duly appointed officer of the Company and holds, on the date hereof, the title set forth opposite his name and that the signature set forth opposite his name is a genuine facsimile signature of such officer and (2) said officer is authorized to take any and all action necessary to represent in, sign for, and authorize, on behalf of the Company, matters relating to that certain License Agreement for Disaster Recovery between the Company as Licensee and Palm Beach County, a political subdivision of the State of Florida.

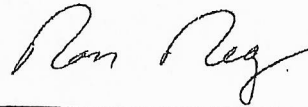
Name

Title

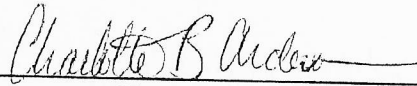
Signature

Ronald R. Reagan

Vice President, Integrated  
Supply Chain



IN WITNESS WHEREOF, I have hereunto signed my name on this 14th day of June, 2017.



Charlotte B. Anderson  
Assistant Secretary



## LICENSE AGREEMENT FOR DISASTER RECOVERY

**THIS LICENSE AGREEMENT FOR DISASTER RECOVERY** (this "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as ("County") and Florida Power & Light Company, hereinafter referred to as ("Licensee"). The County and the Licensee are sometimes referred to herein individually as a "party" and collectively as the "parties"

### WITNESSETH:

**WHEREAS**, County, by and through its Department of Airports (the "Department"), is the owner and operator of the Palm Beach International Airport (the "Airport"); and

**WHEREAS**, Licensee is responsible for recovery efforts in the aftermath of certain disaster events such as tropical storms, hurricanes or tornadoes, and these recovery efforts require the use of staging areas; and

**WHEREAS**, County has determined that it is in the best interest of County, for itself and for the general public, to facilitate Licensee's recovery efforts by granting Licensee a revocable license to use designated portions of property on or adjacent to the Airport for limited periods of times; and

**WHEREAS**, County is willing to grant Licensee a revocable license to use the Property 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 non-exclusive, revocable license to use the Property (as hereinafter defined) upon the following terms and conditions:

### **ARTICLE 1 BASIC PROVISIONS**

1.01 Recitals. The foregoing recitals are true and correct and incorporated herein.

1.02 Property. The Property, which is the subject of this Agreement, shall be those areas or portions of the Airport authorized in writing by the Director of the Department of Airports, or his designee (the "Director"), in connection with a disaster event, as further provided in Article 2 of this Agreement (the "Property").



**ARTICLE 2**  
**LENGTH OF TERM AND COMMENCEMENT DATE**

The term of this Agreement shall commence on the date set forth above (the "Commencement Date") and expire December 31, 2017 (the "Term"), unless terminated earlier as provided for herein. The Term shall automatically renew from January 1 to December 31 of each year thereafter unless one party gives the other party ninety (90) days written notice prior to the anniversary date that this Agreement will not be renewed for the following year. Licensee shall be permitted to use areas or portions of the Airport only upon the express written authorization of the Director, in connection with a disaster event. The Director shall have sole and absolute discretion to identify the area or portion of the Property and duration of use available to Licensee.

**ARTICLE 3**  
**LICENSE FEE/CONSIDERATION**

3.01 License Fee/Consideration. In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee shall pay no license fee to County for the use and occupancy of the Property.

**ARTICLE 4**  
**CONDUCT OF BUSINESS AND USE OF PROPERTY BY LICENSEE**

4.01 Use of Property. Licensee shall use the Property solely and exclusively for activities directly associated with Licensee's recovery efforts associated with the storm event, including, but not limited to, staging of materials, equipment, supplies and personnel, and the storage of materials, equipment and supplies. Licensee shall not use, permit or suffer the use of the Property for any other business or purpose whatsoever. The Property shall not be used for living quarters or housing. Licensee shall not use the Property in any way that would interfere with the landing or takeoff of any aircraft, air navigation and/or communication facilities serving the Airport or otherwise constitute an airport hazard. Licensee's activities on the Airport shall not interfere with the operation of the Airport or activities of other Airport users.

4.02 Improvements. Except as otherwise provided herein, Licensee shall make no improvements, alterations or additions to the Property whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion. FPL may provide the following temporary improvements on the Property without the consent of the Department: sanitation facilities, mobile office facilities, tents, and eating facilities. During a particular storm event, FPL may be permitted to have fuel dispensing facilities on the Property provided that FPL satisfies the following conditions: (a) the location of the fuel dispensing facilities shall be designated by the County; and (b) the type of fuel dispensing facilities shall be subject to the County's approval. Following Licensee's use of the Property for a particular disaster event, as authorized by the Department, any improvements made to the Property shall be removed by Licensee at Licensee's sole cost and expense,



unless the County advises Licensee in writing that the improvements may remain.

4.03 Condition of Property. Licensee accepts the Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Property including, but not limited to, any warranties or representations relating to the physical condition of the Property or any improvements located therein, or the suitability of the Property or any improvements for the Licensee's intended use.

4.04 Waste or Nuisance. Licensee shall not commit or suffer to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Property.

4.05 Compliance with Laws. Licensee shall, at its sole cost and expense, secure any and all required licenses and permits and shall comply with all local, state, and federal laws pertaining to Licensee or its use of the Property, including all applicable zoning, building and fire laws and regulations. Licensee acknowledges and agrees that County has made no representations whatsoever regarding Licensee's ability to use the Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Property with or without Licensee's consent or knowledge comply with all applicable laws on the Property.

4.06 Non-Discrimination.

A. Non-Discrimination in County Contracts. Licensee warrants and represents to County that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. Licensee has submitted to County a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as may be amended, or in the alternative, if Licensee does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R-2014-1421, as may be amended.

B. Federal Non-Discrimination Covenants.

1. Licensee, for its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

a. In the event facilities are constructed, maintained, or otherwise operated on the Property for a purpose for which a Federal Aviation Administration activity, facility, or program is



extended or for another purpose involving the provision of similar services or benefits, Licensee will maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities (as hereinafter defined), as may be amended, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- b. No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of County property, including, but not limited to, the Property.
  - c. In the construction of any improvements on, over, or under the Property and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
  - d. Licensee will use the Property in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Authorities.
- 2. In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate this License and to enter, re-enter, and repossess the Property, and hold the same as if this License had never been made or issued.
  - 3. For purposes of this Article, the term "Non-Discrimination Authorities" includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix "E" of Appendix "4" of FAA Order 1400.11, Non-discrimination in Federally-Assisted Programs at the Federal Aviation Administration, as may be amended.

4.07 Surrender of Property. Upon expiration or earlier termination of Licensee's license to use the Property, Licensee, at its sole cost and expense, shall surrender the Property to the County in at least the same condition as the Property was in as of the Commencement Date of this Agreement, unless the County advises Licensee in writing that any improvements may remain.

4.08 County's Right to Enter. Upon verbal or written notice from County, County shall have the right to enter the Property at any time for any purpose whatsoever. County



shall exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Property; provided, however, County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. The notice requirements provided under Section 10.04 shall not apply to this Section. In cases of emergency, the County shall not be required to provide notice to Licensee in accordance with this Section 4.08.

## **ARTICLE 5 REPAIRS AND MAINTENANCE OF PROPERTY/SECURITY**

5.01 Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Property. All portions of the Property and all improvements erected on the Property shall be kept in good repair and condition by Licensee. Licensee shall maintain the Property free of trash and debris. Upon expiration or earlier termination of this Agreement, and except as otherwise provided, Licensee shall deliver the Property to County in the same condition it was in as of the Commencement Date, free of all improvements constructed by Licensee, if any, unless the County advises Licensee in writing that any improvements may remain. In the event of any damage to the Property by Licensee and Licensee's failure to commence the repair of the damage within thirty (30) days after receiving a written notice from County, County may complete the necessary repairs or maintenance of the Property and Licensee shall reimburse County for all reasonable expenses incurred by County in doing so, within thirty (30) days after written request for reimbursement from County.

5.02 Security. Licensee acknowledges and accepts full responsibility for the security and protection of the Property and any and all personal property and improvements now existing or hereafter placed on or installed in or upon the Property, and for the prevention of unauthorized access to the Property. Licensee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Property, shall be the sole responsibility of Licensee at Licensee's sole cost and expense.

## **ARTICLE 6 INSURANCE**

6.01 Maintenance of Insurance. Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement, and any extension thereof, the insurance coverages and limits set forth in Exhibit "A", attached hereto and incorporated herein. Notwithstanding anything contained herein to the contrary, Licensee is self-insured and maintains a comprehensive property and liability insurance program with deductibles of \$3,000,000.00 per occurrence. The requirements contained herein, as well as County's acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

## **ARTICLE 7 INDEMNIFICATION**

Licensee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Property; (ii) the occupancy or use by Licensee of the Property or any part thereof; or (iii) any act or omission of Licensee, its agents, contractors, employees or invitees. In the event the County is made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all reasonable costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee recognizes the broad nature of the indemnification provision and specifically acknowledges the receipt of good and value separate consideration support thereof. Licensee shall not indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense caused by the intentional acts or negligence of County. This provision shall survive expiration or earlier termination of this Agreement.

## **ARTICLE 8 ASSIGNMENT**

Licensee may not assign, sublet or rent any portion of the Property.

## **ARTICLE 9 REVOCATION OF LICENSE/DEFAULT**

9.01 Revocation of License. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a non-exclusive license to use the Property, which license is expressly revocable by County for any reason whatsoever upon written notice to Licensee. Within seven (7) days after receipt of a written notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

9.02 Termination for Convenience by Licensee. Licensee may terminate this Agreement for convenience upon five (5) days prior written notice to County, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement.

9.03 Default. Failure to perform or observe any of the agreements, covenants, or conditions contained in this Agreement to be performed or observed by such party upon fifteen (15) days prior written notice shall constitute a default of this Agreement.



## ARTICLE 10 MISCELLANEOUS

10.01 Subordination to Bond Resolution. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Bond Resolution, and County and Licensee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

10.02 Subordination to State/Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Property is a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Licensee understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

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

10.04 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 overnight mail, telecopied or faxed (provided in each case a receipt is obtained), 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 overnight mail, 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 Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
Attn: Deputy Director, Airports Business Affairs  
Fax: (561) 471-7427

With a copy to:

Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
Attn: Director, Airport Operations  
Telephone: (561) 471-7420  
Fax: (561) 471-7427

- (b) If to the Licensee at:  
Florida Power & Light Company  
700 Universe Blvd.  
Juno Beach, FL 33408  
Attn: Michael Willems, Sr. Supply Chain Specialist  
Desk: (561) 881-3439  
Cell: (386) 547-4322  
E-Mail: Michael.Willems@fpl.com

Either party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.

10.05 Recording. Licensee shall not record this Agreement or any memorandum or short form thereof.

10.06 Waiver of Jury Trial. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

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

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

10.09 Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.



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

10.11 Waiver. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

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

10.14 No Third Party Beneficiaries. 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 citizen or employees of County and/or Licensee.

10.15 Effective Date. This Agreement shall become effective when executed by the parties hereto.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

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

**ATTEST:**

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

**PALM BEACH COUNTY,  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA, BY ITS BOARD  
OF COUNTY COMMISSIONERS**

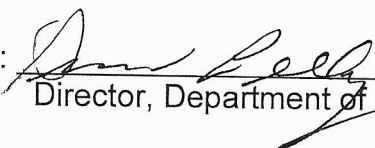
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Paulette Burdick, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

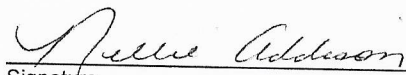
By: \_\_\_\_\_  
County Attorney

By:   
Director, Department of Airports

**WITNESSES:**

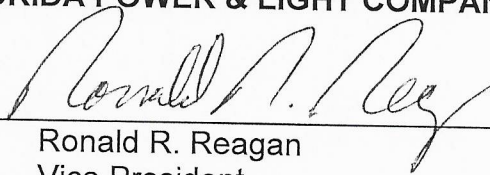
  
Signature

Shannon Bable  
Typed or Printed Name

  
Signature

Nellie Addison  
Typed or Printed Name

**LICENSEE:  
FLORIDA POWER & LIGHT COMPANY**

By:   
Ronald R. Reagan  
Vice President  
Integrated Supply Chain

(Seal)



## EXHIBIT "A" INSURANCE

**Certificate(s) of Insurance.** Licensee shall provide the County with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for nonpayment of a premium) or non-renewal of coverage. The Certificate Holder address shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, c/o Insurance Tracking Services, Inc., P.O. Box 20270, Long Beach, CA 90801 ([pbcc@instracking.com](mailto:pbcc@instracking.com))", or as otherwise approved or modified by County.

**Commercial General Liability.** Licensee shall maintain Commercial General Liability Insurance at a limit of liability of not less than Five Million Dollars (\$5,000,000) each occurrence or Licensee may self-insure. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Damage to Rented Property, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

**Business Automobile Liability.** Licensee shall maintain Business Automobile Liability Insurance at a limit of liability of not less than Five Million Dollars (\$5,000,000) each occurrence or Licensee may self-insure. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Licensee does not own automobiles, Licensee agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

**Pollution Liability.** Licensee shall maintain Pollution Liability or similar Environmental Impairment Liability, at a limit of liability of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate providing coverage for damaged including, but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs, or Licensee may self-insure.

**Worker's Compensation Insurance.** Licensee shall maintain Workers Compensation Insurance applying to all employees for Statutory Limits in compliance with Chapter 440, Florida Statutes and applicable Federal Laws. Coverage shall include Employers Liability with minimum limits of \$100,000 Each Accident, \$500,000 Disease-Policy Limit, and \$100,000 Disease-Each Employee unless otherwise stated or Licensee may self-insure. In the event Tenant subcontracts any portion of the work or services under this Lease to another party, Licensee shall be responsible for ensuring its subcontractors maintain Worker's Compensation & Employers Liability Insurance.

**Additional Insured.** If Licensee does not self-insure the Property, Licensee shall endorse the County as an Additional Insured with a "CG026 Additional Insured - Designated Person or Organization" endorsement to the Commercial General Liability policy. 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." Coverage shall be provided on a primary basis.

**Waiver of Subrogation.** If Licensee does not self-insure the Property, Licensee agrees by entering into this Agreement to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Licensee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis.