

PALM BEACH COUNTY
 BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 3, 2017	<input checked="checked" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file:

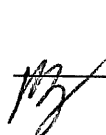
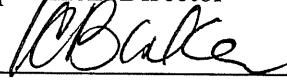
A) Standard Equipment Use Agreement with Palm Beach County Sports Commission, Inc. for a period of July 13, 2017 through July 31, 2017.

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 Agreement dated from July 7, 2017 to July 27, 2017, has been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator or her designee. The Equipment Use Agreement was approved by the Board on October 1, 2013, Agenda 3H-2 (the "Resolution"). This executed document is now being submitted to the Board to receive and file. **(FDO Admin) Countywide (LDC)**

Background & Justification: The Resolution which provided authority for the County Administrator or her designee to execute standard equipment use agreements was designed to expedite and streamline the process for use of county owned equipment for short-term use. There is usually no fee for use 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.

Attachments:

A. Standard Equipment Use Agreement with Palm Beach County Sports Commission, Inc. for a period of July 13, 2017 through July 31, 2017.

Recommended By:		9/14/17
	Department Director	Date
Approved By:		9/25/17
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External 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 _____ No _____

Budget Account No:

Fund _____ Dept _____ Unit _____ Revenue Source _____
 Fund _____ Dept _____ Unit _____ Revenue Source _____

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

* No Fiscal Impact

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 9/19/17
 OFMB 9/18/17

[Signature] 9/22/17
 Contract Development and Control
 9/22/17

B. Legal Sufficiency:

[Signature] 9/22/17
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

STANDARD EQUIPMENT USE AGREEMENT

THIS EQUIPMENT USE AGREEMENT is made and entered into July 7, 2017, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the Palm Beach County Sports Commission, Inc., a Florida not-for-profit corporation, whose Federal I.D. number is 65-0641013, hereinafter referred to as "User".

In consideration of the covenants and agreements hereinafter set forth the County hereby grants User the use of equipment as set forth herein.

SECTION ONE: EQUIPMENT USE AND TERM

County hereby agrees to provide for the use of the equipment identified on the attached Exhibit "A", incorporated herein by reference (the "Equipment") and User acknowledges receipt of said Equipment. This Equipment Use Agreement is subject to the Special Conditions of Use as set forth in Exhibit "B", attached hereto and incorporated by reference.

This Agreement commences on July 13, 2017 and ends on the earlier of July 31, 2017, or immediately upon County notice of termination as set forth herein (the "Term"). The User shall discontinue use/return the Equipment at the conclusion of the Term.

The User acknowledges that the County is providing use of the Equipment without charge for the benefit of the public, and that the County may have occasions when the Equipment is required for County purposes. Therefore, the parties agree that, in the event the Equipment is needed by the County during the Term, or if either party desires to terminate the Agreement, for any reason whatsoever, either party may immediately terminate this Agreement and the User shall immediately discontinue use/return the Equipment to the County following the notice of termination.

SECTION TWO: COSTS

The User will not incur a fee for use or rental of the Equipment during the Term of this Agreement. However, User may incur other costs and expenses as further set forth in this Agreement or the Special Conditions of Use.

SECTION THREE: RISK OF LOSS AND DAMAGE

User shall be responsible for risk of loss and damage to the Equipment to the extent set forth in the attached Special Conditions of Use.

SECTION FOUR: INSURANCE AND INDEMNIFICATION

User shall provide the insurance and indemnity requirements as set forth in the attached Special Conditions of Use.

SECTION FIVE: NOTICES

All notices to the County concerning this Equipment Use Agreement shall be directed to the Business & Community Agreements Manager, Facilities Development & Operations, 2633 Vista Parkway, West Palm Beach, FL 33411-5603, (561) 233-0206 (Fax) with a copy to Palm Beach County, Attn: County Attorney, 301 North Olive Avenue, 6th Floor, West Palm Beach, FL 33401, (561) 355-6461(fax). All notices to the User shall be directed to Jared Fleet, Event Manager, Palm Beach County Sports Commission, Inc., 1555 Palm Beach Lakes Blvd., Suite 930, West Palm Beach, FL 33401 at (561) 233-3125 (fax). For purposes of this Agreement, notice shall be in writing, and may be provided by U.S. Mail, hand delivery, other delivery service, or by facsimile.

SECTION SIX: 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.

SECTION SEVEN: NO THIRD PARTY BENEFICIARY

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 the County and/or User.

SECTION EIGHT: NON-DISCRIMINATION

Pursuant to Resolution R-2014-1421, as amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

The User has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the User does not have a written non-discrimination policy, or one that conforms to the County's policy, it has affirmed through a signed statement provided to County that User will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

IN WITNESS WHEREOF, County and User have executed this Equipment Use Agreement, on the day and year first above written.

WITNESS

PALM BEACH COUNTY SPORTS COMMISSION, INC., a Florida not-for-profit corporation

By: Kris Pursell
Witness Signature

By: [Signature]
Signature

Kris Pursell
Witness Name

By: ERIC CALL, PRESIDENT
Print Name and Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: [Signature]
County Attorney

By: Audrey Wolf
Audrey Wolf, Director
Facilities Development & Operations

PALM BEACH COUNTY RISK MANAGEMENT DEPARTMENT

By: [Signature]
Scott Marting, Director

EXHIBIT "A"**Equipment Inventory**
(Subject to change)

EQUIPMENT TYPE AND/OR SERIAL NO.	ASSET NUMBER	REPLACEMENT COST
687TFA0148	R-1996	\$998.00
687TFA0191	R-1998	\$998.00
687TFA0192	R-1999	\$998.00
687TFA0193	R-2000	\$998.00
687TFA0194	R-2001	\$998.00
687TFC2395	R-2002	\$998.00
687TFC2396	R-2003	\$998.00
687TFC2397	R-2004	\$998.00
687TFC2398	R-2005	\$998.00
687TFC2399	R-2006	\$998.00
687TFC2401	R-2008	\$998.00
687TFC2402	R-2009	\$998.00
687TFC2403	R-2010	\$998.00
687TFC2406	R-2013	\$998.00
687TFC2408	R-2015	\$998.00
687TFC2409	R-2016	\$998.00
687TFC2439	R-2022	\$998.00
Battery Charger	n/a	\$779.00
Battery Charger	n/a	\$779.00
Battery Charger	n/a	\$779.00
TOTAL REPLACEMENT COST		\$19,303.00

EXHIBIT "B"
Special Conditions of Equipment Use Agreement

1. The User acknowledges that the County is providing use of the Equipment without charge for the benefit of the public and that there is to be no private "for-profit" uses of the Equipment. This prohibition extends to private businesses, entities or persons who are providing services for a fee during a not-for profit or governmental event.

User hereby certifies that the Equipment will be used solely by governmental or not-for-profit agencies and employees or volunteers, and that the Equipment will not be provided to any "for-profit" business or entity, or its contractors or employees. If User authorizes other governmental agencies or not-for-profit entities to use the Equipment, the User certifies that this prohibition will be explained to each user and each user must also comply with this use restriction.

2. The User acknowledges that the County is providing use of the Equipment during the hurricane season and that the County may have occasions when the Equipment is required for County purposes. In the event the Equipment is needed by the County during the Term, at the sole discretion of the Facilities Development & Operations Department/Electronic Services & Security Division, County shall fax a notice of termination to (561) 233-3125 (fax) with an email copy to JFleet@PalmBeachSports.com and the User shall immediately discontinue use/return the Equipment, in no event later than within forty-eight (48) hours after email notice of termination. Notice of termination is final.

User understands that the Equipment would not be authorized for this proposed use, but for, User's agreement to return the Equipment as set forth herein in the event of a termination. User has accepted the Equipment being fully aware of the risk of this contingency. User takes full and complete responsibility for contingency planning to avoid disruption to its communications/operations and agrees that User will not rely solely on the Equipment for its safety or security communications.

3. User is solely responsible for the performance and the operation of the Equipment and any damages or liability resulting from the use thereof. Should the County or User identify any malfunctioning Equipment, the User shall notify County and return the malfunctioning equipment to the County. In the case of stolen or lost Equipment, the User shall notify the County of the same, in writing or via e-mail, and shall include within such notice the serial number of the Equipment that is lost or stolen.

4. User assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of User under this Agreement. In the event of loss or damage of any kind whatsoever to the Equipment, User shall, at County's option: (i) reimburse the County for the entire cost and expense of the repair of the Equipment; or (ii) pay to the County the full replacement cost of the Equipment without deduction for depreciation. User shall provide County with the

reimbursement of repair costs and/or the replacement cost, if applicable, within fourteen (14) calendar days of User's receipt of an invoice from the County regarding the same.

5. User acknowledges without waiving the right to sovereign immunity as provided by Florida Statutes 768.28, that User is self-insured for general liability and automobile 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 User maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Florida Statutes 768.28. User shall maintain said insurance policy at limits not less than \$500,000 each occurrence. User 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. The additional insured endorsement shall provide coverage on a primary basis. Compliance with the foregoing insurance requirements shall not relieve User of its liability and obligations under this License Agreement. User's self-insurance or general liability insurance shall be primary with respect to any coverage afforded to or maintained by the County.

6. Each party shall be liable for its own actions and negligence and to the extent permitted by law; User shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the User's acts, errors or omissions in connection with this License Agreement. In the event the County shall be made a party to any litigation commenced against User or by User against any third party, then User shall protect and hold the County harmless in connection with such litigation and any appeals thereof. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's own negligent, willful or intentional acts or omissions. This Section shall survive termination of this Equipment Use Agreement.



PALMBEA-09 DCONRAD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2016

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 Plastridge Insurance Agency 10337 N. Military Trail Palm Beach Gardens, FL 33410	CONTACT NAME:	
	PHONE (A/C, No, Ext): (561) 630-4955	FAX (A/C, No): (561) 630-4966
	E-MAIL ADDRESS: palmbeachdocs@plastridge.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Ins Co.	18058
INSURED Palm Beach County Sports Commission, Inc. 1555 Palm Beach Lakes Blvd 930 West Palm Beach, FL 33401-2339	INSURER B: Technology Insurance Company	
	INSURER C: Federal Insurance Company	20281
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK1558270	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1558270	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB558279	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
B	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	TWC3581047	10/01/2016	10/01/2017	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	D&O/EPLI		PHSD1184577	10/01/2016	10/01/2017	Limit 1,000,000
C	Crime		82111718	10/01/2016	10/01/2017	Limit 500,000

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

Palm Beach County Board of County Commissioners are included as Additional Insured with respects to General Liability as required by written contract

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners

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

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Detail by Entity Name

Florida Not For Profit Corporation
PALM BEACH COUNTY SPORTS COMMISSION, INC.

Filing Information

Document Number	N94000005165
FEI/EIN Number	65-0641013
Date Filed	10/17/1994
State	FL
Status	ACTIVE
Last Event	MERGER NAME CHANGE
Event Date Filed	06/06/2012
Event Effective Date	07/01/2012

Principal Address

1555 PALM BEACH LAKES BLVD.
930
WEST PALM BEACH, FL 33401

Changed: 02/21/2011

Mailing Address

1555 PALM BEACH LAKES BLVD.
930
WEST PALM BEACH, FL 33401

Changed: 02/21/2011

Registered Agent Name & Address

LINLEY, GEORGE
1555 PALM BEACH LAKES BLVD.
SUITE 930
WEST PALM BEACH, FL 33401

Name Changed: 02/02/2010

Address Changed: 02/21/2011

Officer/Director Detail

Name & Address

Title Executive Director

LINLEY, GEORGE
 1555 PALM BEACH LAKES BLVD
 #930
 WEST PALM BEACH, FL 33401

Title Secretary, Treasurer

Lofaso, Anthony M
 5652 Corporate Way
 West Palm Beach, FL 33407

Title VP

Smith, John
 1926 10th Avenue North
 #300
 Lake Worth, FL 33461

Title President

Call, Eric
 2700 6th Avenue South
 Lake Worth, FL 33461

Annual Reports

Report Year	Filed Date
2015	02/18/2015
2016	04/06/2016
2017	04/07/2017

Document Images

04/07/2017 – ANNUAL REPORT	View image in PDF format
04/06/2016 – ANNUAL REPORT	View image in PDF format
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02/07/2012 – ANNUAL REPORT	View image in PDF format
02/21/2011 – ANNUAL REPORT	View image in PDF format
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04/16/2009 – ANNUAL REPORT	View image in PDF format
04/11/2008 – ANNUAL REPORT	View image in PDF format
04/02/2007 – ANNUAL REPORT	View image in PDF format
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Florida Department of State, Bureau of Corporations