

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

Meeting Date: October 3, 2017

☒ Consent☐ Regular☐ Ordinance☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF**Motion and Title:** Staff recommends motion to receive and file:

- A) Standard License Agreement for Use of County Owned Property dated June 13, 2017, with Ric L. Bradshaw, in his official capacity as Sheriff of Palm Beach County, Florida (Bus Wash – Belle Glade, FL);
- B) Standard License Agreement for Use of County Owned Property dated June 13, 2017, with USNSCC Region 6-5, Inc. (Eagle Academy, Belle Glade, FL);
- C) Standard License Agreement for Use of County-Owned Property dated June 27, 2017, with West Palm Beach Community Redevelopment Agency (Judicial Center surface lot, WPB); and
- D) Standard License Agreement for Use of County-Owned Property dated July 14, 2017, with Safety Council of Palm Beach County, Inc. (North County Senior Center).

Summary: In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached standard Agreements, dated from February 27, 2017 to May 12, 2017, have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator or her designee. The Standard License Agreement was approved by the Board on March 9, 2010 with R2010-0333, as was amended and approved by the Board on October 1, 2013, Agenda Item 3H-3. These executed documents are now being submitted to the Board to receive and file. **(FDO Admin) Countywide (LDC)**

Background & Justification: The delegation of authority which provided for the County Administrator or her designee to execute standard license agreements was designed to expedite and streamline the process for commercial use of county owned property after submission of an application for use and after determination of whether a license fee should be charged for the use. There is no license fee if the applicant demonstrates that (i) the activity is for the purpose of promoting community interest and welfare and (ii) the applicant will not realize a profit based on the use.

Attachments:

1. Standard License Agreement for Use of County Owned Property dated June 13, 2017, with Ric L. Bradshaw, in his official capacity as Sheriff of Palm Beach County, Florida (Bus Wash – Belle Glade, FL);
2. Standard License Agreement for Use of County Owned Property dated June 13, 2017, with USNSCC Region 6-5, Inc. (Eagle Academy, Belle Glade, FL);
3. Standard License Agreement for Use of County-Owned Property dated June 27, 2017, with West Palm Beach Community Redevelopment Agency (Judicial Center surface lot, WPB); and
4. Standard License Agreement for Use of County-Owned Property dated July 14, 2017, with Safety Council of Palm Beach County, Inc. (North County Senior Center).

Recommended By:

Amy Wurf

9/20/17

Department Director

Date

Approved By:

J. Baker

10/2/17

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	7,099	5,000	5,000		
External Revenues	(7,099)	(5,000)	(5,000)		
Program Income					
(County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No

Budget Account No:

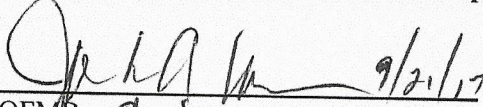
Fund	0001	Dept	410	Unit	5290	Object	4610	Revenue Source		16,700
Fund	0001	Dept	410	Unit	5250	Object	4610	Revenue Source	399	399
Fund	0001	Dept	410	Unit	5290	Object		Revenue Source	6999	16,700
Fund	0001	Dept	410	Unit	5250	Object		Revenue Source	6999	399

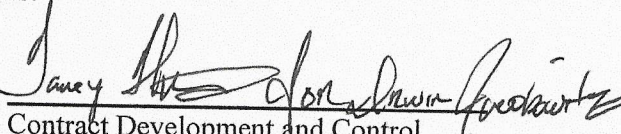
B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

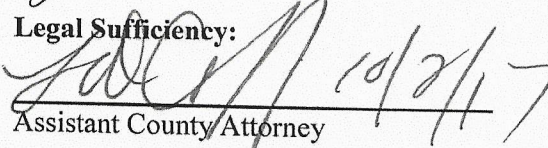
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 9/21/17
OFMB 9/21


Contract Development and Control
10/2/17 TW

B. Legal Sufficiency:

 10/2/17
Assistant County Attorney

C. Other Department Review:

Department Director

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

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

This License Agreement made and entered into June 13, 2017, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Ric L. Bradshaw, in his official capacity as Sheriff of Palm Beach County, Florida, a constitutional officer, hereinafter referred to as "Licensee".

WITNESSETH:

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

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

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

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

1. Premises

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

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

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

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

This License Agreement shall commence on November 1, 2017 (the "Commencement Date") and shall continue until the earlier of, the time listed on the Application, three years from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. **License Fee**

The Sheriff shall pay the County an annual License Fee in the amount of Five Thousand Dollars 00/100 (\$5,000.00). The first payment of the License Fee shall be paid to the County within thirty (30) days of the Effective Date of this Agreement. All subsequent annual payments of the License Fee shall be payable within fifteen (15) days of each anniversary of the Effective Date during the Term of this Agreement. Payment of the License Fee will be made upon the receipt of an invoice from the County mailed to the Palm Beach County Finance Department at P.O. Box 4036, West Palm Beach, Florida 33402. Each invoice must be received at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due. Payments shall be made payable to the Palm Beach County Board of County Commissioners. All license fees shall be for the benefit of Palm Tran to offset operation and maintenance costs of the Bus Wash.

4. **Termination**

The County may terminate this License Agreement at any time upon thirty (30) days written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon thirty (30) days written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

5. **Waste or Nuisance**

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

6. **Governmental Regulations**

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

in this Section. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. Non-Discrimination

The Licensee warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The Licensee 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 Licensee does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that Licensee will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

8. Surrender of Premises

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

9. Maintenance and Repair

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

10. Indemnification of County

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify and hold harmless the Sheriff against any actions, claims or damages arising out of the County's negligence in connection with this Agreement, and Sheriff shall indemnify and hold harmless the County against any actions, claims, or damages arising out of the Sheriff's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

11. Insurance

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

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

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

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

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

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

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

12. **Utilities**

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

13. **Rules of Premises**

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

14. **Subcontracting**

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

15. **Entire Agreement**

This License Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. **Notices**

All notices and elections (collectively, “Notices”) to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand

delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

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

with a copy to:

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

(b) If to the Licensee at:

George Forman, Chief Operating Officer
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406
Fax: (561) 688-3691

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

17. **Severability**

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

18. **WAIVER OF JURY TRIAL**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES

HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

19. **Governing Law and Venue**

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

20. **Recording**

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

21. **Time of Essence**

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

22. **No Third Party Beneficiary**

No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

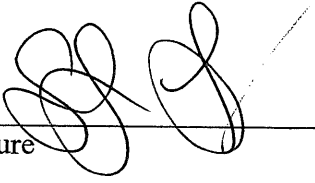
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IN WITNESS WHEREOF, County and Licensee have executed this License Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESS:

By:

Signature




Sandy Ly

Printed Name

LICENSEE:

By:

Signature



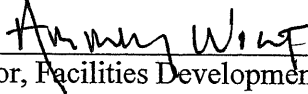
Terence Keeney

Printed Name

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

By:

Director, Facilities Development & Operations



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

County Attorney



Exhibit “A”

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

APPLICATION FOR LICENSE TO USE COUNTY-OWNED PROPERTY

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

Facilities Development & Operations Department (FDO)
PBCFacilityUsePermit@pbcgov.org
 2633 Vista Parkway
 West Palm Beach, FL 33411-5603
 ATTN: Director
 Telephone: 561-233-0220 / Fax: 561-233-0206

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

1. USER/APPLICANT

Name of Applicant: Ric L. Bradshaw, in his official capacity as Sheriff of Palm Beach County, Florida, a Constitutional Officer

Name of

Organization/Licensee: See Applicant

Address: 3228 Gun Club Road

City: West Palm Beach State: FL Zip: 33406

Fax: (561) 688-3691 Email: _____

Name of the Authorized Representative : George Forman, Chief Operating Officer

Type of Entity: ☒ Public Agency ☐ Non-Profit ☐ Other (Specify)

2. REQUESTED PROPERTY

Name of Property: See attached Exhibit "A-2" for depiction
(Please include room or area requested)

Address: 38601 James Wheeler Way

City: Belle Glade State: FL Zip: 33430

3. NATURE OF USE: (Please check one)

☐ Training ☐ Educational ☐ Recreational ☐ Meeting

☐ Non-profit Event ☒ Other Car Wash

Does Use include the sale of Goods and/or Services? ☐ Yes ☒ No
Will User charge an Admission Fee and/or Participation Fee? ☐ Yes ☒ No
Amount to be charged for Admission Fee and/or Participation Fee: _____
Detailed description of the nature and purpose of use (attach additional sheets as necessary):
Bus Wash. See Exhibit "A-1" - Special Conditions of Use

4. FOOD AND BEVERAGE

Use includes food and/or beverage? ☐ Yes ☒ No
Use includes the sale, use or consumption of alcohol? ☐ Yes ☒ No
Note: A custodial fee may be imposed if the Use involves food and/or beverages.

5. DATE AND TIME OF USE

Date(s) of Use: November 1, 2017 through 11:59pm on October 31, 2020 as set forth in
Exhibit "A-1" - Special Conditions of Use
Time(s) of Use: _____ : _____ AM/PM - _____ : _____ AM/PM

6. EQUIPMENT

Amount of Equipment Requested: _____ n/a _____ Tables _____ n/a _____ Chairs
All equipment contained or used within the Facility is subject to approval by the Department.

7. ADDITIONAL USERS

Organization(s)/individual(s) participating in use, if other than Applicant (attach additional pages to list more organization(s)/individual(s)):

Name: _____ n/a _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: () - Email: _____
Contact Person: _____ , _____
Type of Entity: ☐ Public Agency ☐ Non-Profit ☐ Other
(Specify) _____

8. VENDORS

List all vendors of the Event: _____ n/a _____

9. ADVERTISING

Will the event be advertised to the Public? ☐ Yes ☒ No
If yes, by what means?: ☐ Radio ☐ TV ☐ Other _____

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

1. FEES AND ADDITIONAL CHARGES

<input checked="" type="checkbox"/>	License Fees	\$ 5,000.00 *
<input type="checkbox"/>	Custodial Fees	\$ _____
<input type="checkbox"/>	Service Costs	\$ _____
<input type="checkbox"/>	Other Costs	\$ _____

* Annually per License Agreement

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

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



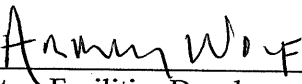
Signature of Authorized Representative

Date: _____

Terence Feeney - CPO

Printed Name and Title of Authorized Representative

APPROVED BY:



Director, Facilities Development & Operations Department

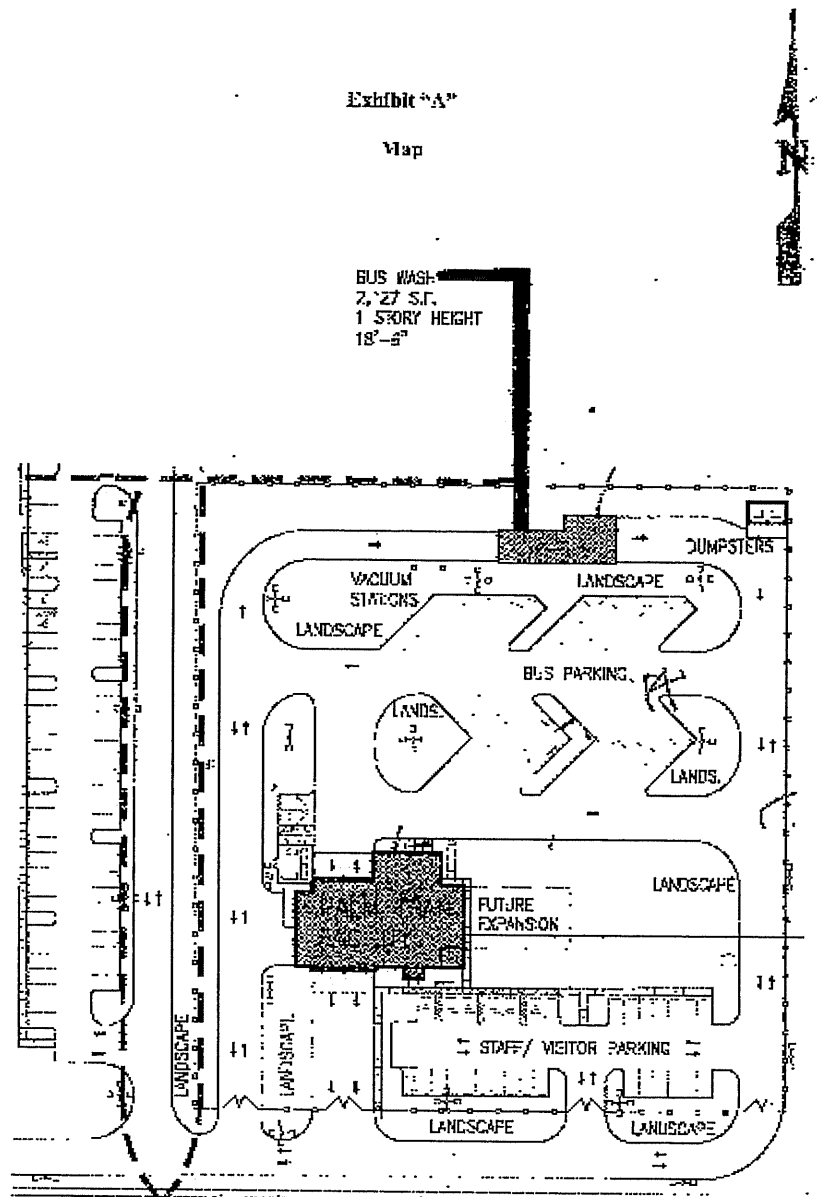
Date: 6/12/17

EXHIBIT "A-1"
Special Conditions of Use

- 1) Sheriff shall have the non-exclusive use of the Premises on an as needed basis, solely and exclusively to utilize the Bus Wash to wash Sheriff owned vehicles used by sworn law enforcement or corrections personnel. This Agreement does not allow for use of the Premises by civilian employees or volunteers even in the event that they are assigned Sheriff owned vehicles nor does it allow the Sheriff access to any other structure on the Property, but for the Bus Wash. Sheriff shall not use, permit or suffer the use of the Premises for any other business or purpose whatsoever, nor permit any non-Sheriff personnel to use the Premises. The use of the Premises by the Sheriff shall not interfere with the County's use or operation of the Premises. Sheriff shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, the Sheriff shall postpone its use of the Premises until the County notifies the Sheriff that it is safe to resume use of the Premises. Under no circumstance shall any improvements, alterations or additions to the Premises be performed by the Sheriff.
 - 2) County shall maintain, repair and keep the Premises in good condition and repair at County's sole cost and expense. Throughout the Term of this Agreement, County shall be responsible for all operating costs for the Premises, including all utilities. Sheriff agrees to adopt and enforce any reasonable access and operational rules and regulations necessary to assist the County in carrying out its maintenance responsibilities pursuant to this Section.
 - 3) The Term of this Agreement shall commence on November 1, 2017 ("Effective Date"), and shall extend to 11:59 pm on October 31, 2020 (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement. The Premises shall be available for use seven (7) days a week, three hundred and sixty-five (365) days a year.
-

Exhibit "A-2"

PREMISES DEPICTION




NON-DISCRIMINATION POLICY STATEMENT
(If Licensee does not have a written policy)

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.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County contained in R-2014-1421, as amended, stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, or such policy is not consistent with Palm Beach County's policy, the entity shall be required to sign a statement affirming they will conform to Palm Beach County's non-discrimination policy as stated above.

Licensee does not have a written non-discrimination policy or one that complies with Palm Beach County's policy as stated above; however Licensee affirms that it will conform to County's non-discrimination policy as contained in R-2014-1421, as amended.

LICENSEE:



Signature

Terence Feeney

Name (type or print)

CPO

Title

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

This License Agreement made and entered into June 13, 2017, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and USNSCC Region 6-5, Inc., hereinafter referred to as "Licensee".

WITNESSETH:

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

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

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

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

1. Premises

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

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

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

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

7. **Non-Discrimination**

The Licensee warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The Licensee 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 Licensee does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that Licensee will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

8. **Surrender of Premises**

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

9. **Maintenance and Repair**

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

10. **Indemnification of County**

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

11. **Insurance**

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

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

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

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

12. **Utilities**

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

13. **Rules of Premises**

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

14. **Subcontracting**

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

15. **Entire Agreement**

This License Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

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

with a copy to:

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

(b) If to the Licensee at:

USNSCC Region 6-5, Inc.
127 Riverwalk Circle West
Plantation, FL 33325

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

17. **Severability**
If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.
18. **WAIVER OF JURY TRIAL**
THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.
19. **Governing Law and Venue**
This License Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.
20. **Recording**
Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.
21. **Time of Essence**
Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.
22. **Palm Beach County Office of the Inspector General**
Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
23. **No Third Party Beneficiary**
No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

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

WITNESS:

LICENSEE:

By: Elaine Nasta
Signature

By: Jeff Leibowitz
Signature

ELAINE NASTA
Printed Name

Jeff Leibowitz, LCDR – President
USNSCC Region 6-5, Inc.

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

By: Ammy Wolf
Director, Facilities Development & Operations

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

Exhibit "A"

APPLICATION FOR LICENSE TO USE COUNTY-OWNED PROPERTY

The United States Naval Sea Cadet Corps...a youth program of the United States Navy, federally chartered by Congress in 1962...conducts multiple training programs for our cadets around the nation. Information on the program can be found at the national HQ website at www.seacadets.org.

Each summer, the most important of these programs is our Recruit Training...the Sea Cadet equivalent of U.S. Navy Boot Camp, and a curriculum approved by the U.S. Navy. For the past few years we have used Eagle Academy to house to cadets primarily from South Florida (and some cadets from units nationwide) for this 10-day program; with officers and staff arriving the day prior and departing the evening of graduation.

We will have about 15 adult officers, 15 staff cadets (ages 15-18), and 130 cadets recruits (ages 13-16). The training includes PT (physical training), classroom work, and multiple trips to military sites, as well as some recreational trips.

Our program will start on June 9, 2017 and complete the program on June 18, 2017. In the past I believe that the adjacent prison has provided food and laundry services, and we will have arranged with the Sheriff's Department to so that this can be arranged for this year too.

The facility will be staffed by adults and cadets 24 hours a day during our occupancy of Eagle Academy...including roving watches that will be part of the recruit training program.

The fee is set by national HQ at \$220. However, the South Florida Region 6-5 has a policy to never turn away a cadet due to financial hardship...so some of the money paid by those cadets who can afford the \$220 fee will be used as scholarships for those who cannot afford the fee. If there is a shortfall in the expenses of the training from the total fees collected, that money is provided by National HQ of the USNSCC as a grant to the USNSCC Region 6-5 training program.

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

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

Facilities Development & Operations Department (FDO)
PBCFacilityUsePermit@pbcgov.org
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Director
Telephone: 561-233-0220 / Fax: 561-233-0206

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

1. USER/APPLICANT

Name of Applicant: LCDR Jeff Leibowitz

Name of Organization/Licensee: USNSCC Region 6-5, Inc.

Address: 127 Riverwalk Circle West

City: Plantation State: FL Zip: 33325

Phone: (954) 990 – 1670 Email rd@flseacadets.org

Name of the Authorized Representative : LCDR Jeff Leibowitz, President

Type of Entity: ☐ Public Agency ☒ Non-Profit ☐ Other (Specify) _____

2. REQUESTED PROPERTY

Name of Property: Eagle Academy - Belle Glade
(Please include room or area requested)

Address: 38771 James Wheeler Way

City: Belle Glade State: FL Zip: 33430

3. NATURE OF USE: (Please check one)

☒ Training ☐ Educational ☐ Recreational ☐ Meeting

☐ Non-profit Event ☐ Other _____

9. ADVERTISING

Will the event be advertised to the Public? ☐ Yes ☒ No
If yes, by what means?: ☐ Radio ☐ TV ☐ Other _____

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

1. FEES AND ADDITIONAL CHARGES

<input type="checkbox"/>	License Fees	\$	_____
<input type="checkbox"/>	Custodial Fees	\$	_____
<input checked="" type="checkbox"/>	Service Costs	\$	1,700.00
<input type="checkbox"/>	Other Costs	\$	_____

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

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

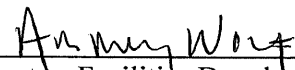


Signature of Authorized Representative

Date: _____

Jeff Leibowitz, LCDR, President
Printed Name and Title of Authorized Representative

APPROVED BY:



Director, Facilities Development & Operations Department

Date: _____

Business and Community Agreements Manager via email at PBCFacilityusepermit@pbvgov.org or via fax at 561-233-0206. The User/Licensee Representative shall contact the Division of Facilities Management West County Region at 561-996-4800 or 561-992-1221 to set up the facility entry site inspection and the facility exit site inspection with a minimum of one (1) hour notice to the County's Representative.

6. User accepts the facility in an "AS-IS" condition.
7. User/Licensee shall be permitted to park the Participant's cars in the area designated for parking for up to a maximum of 50 cars. If User/Licensee fails to remove any vehicle parked on the Premises upon the surrender of the Premises, then County may remove said vehicle from the Premises, the cost of which User/Licensee shall be responsible for and shall pay County promptly upon demand.
8. User/Licensee shall not prop open or leave ajar any door leading to the exterior of the Premises. User/Licensee shall ensure that all doors leading to the exterior of the Premises close immediately after entry into the Premises or exiting from the Premises.
9. User/Licensee acknowledges that there are some doors within the Premises that lead to the exterior of the Premises that if opened, once closed, will not permit re-entry into the Premises from the exterior. Said doors have a notification buzzer which will ring for 10 seconds from the time the door is opened as a notification that the door once closed does not permit re-entry from the exterior of the Premises.
10. User/Licensee shall provide its own garbage bags and shall place all litter/garbage/trash in such bags and place them in the area designated within the premises. **User/Licensee acknowledges that arrangements have been made with the Palm Beach County Sheriff's office for the removal of the garbage bags from the premises on a daily basis.** User/Licensee shall not place any litter/garbage/trash on the exterior of the Premises.
11. User will have a food delivery service drop off food in the parking lot each day. The vendor will not enter the premises.
12. User acknowledges that there is an inherent risk in serving/providing food to persons known and unknown and that the User will exercise reasonable food safety precautions including food handling, preparation and storage safety precautions such as those listed on the following FDA and USDA websites:

<http://www.fda.gov/Food/ResourcesForYou/Consumers/ucm255180.htm>,
http://www.fsis.usda.gov/Fact_Sheets/Barbecue_Food_Safety/index.asp,
http://www.fsis.usda.gov/Fact_Sheets/Safe_Food_Handling_Fact_Sheets/index.asp.

User shall take reasonable measures to warn invitees and guests with food allergies concerning the potential presence of allergens. Applicant assumes all risks associated

25. User/Licensee shall be responsible for all deliveries of equipment or other objects to the Premises.
 26. User/Licensee shall be responsible for items left at the Premises by guests, workers, employees or representatives of the User/Licensee and for the security and safety of all personal property on the premises. User is solely responsible for the safety, security and oversight of all user participants, and shall provide appropriate supervision and oversight of all participants. The County shall not be responsible for items left behind by the User/Licensee.
 27. All announcements (verbal and written) bearing the County address or location of the Premises shall include the following disclaimer:

“This event is not sponsored by or affiliated with Palm Beach County”
 28. Commencement of use of the Premises indicates acceptance, by the User/Licensee, of the Special Conditions of Use set forth herein.
-



U.S. NAVAL SEA CADET CORPS



REGION 6-5 – SOUTHEAST FLORIDA
LCDR Jeff Leibowitz, USNSCC – Regional Director
USNSCC Region 6-5, Inc. – A 501(c)(3) Non-Profit Foundation
11860 West State Road 84 | Suite B15 | Davie | Florida 33325-3815
P: (954) 990-1670 | F: (954) 602-9191 | www.flseacadets.org

5 April 2017

Palm Beach County
FDO Business Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411

Re: Request for License Fee Waiver for Usage of Belle Glade Eagle Academy

To whom it may concern:

Thank you for allowing us to once again hold our US Naval Sea Cadet Corps South Florida Recruit Training at Eagle Academy. The US Naval Sea Cadet Corps is a nationwide program described as follows:

The Naval Sea Cadet Corps (NSCC) is for American youth ages 13-17 who have a desire to learn about the Navy, Marine Corps, Coast Guard and Merchant Marine. The objectives of the Sea Cadet program are to introduce youth to naval life, to develop in them a sense of pride, patriotism, courage, and self-reliance, and to maintain an environment free of drugs and gangs. The Navy League Cadet Corps (NLCC) is for boys and girls, at least 11 but not yet 14 years old, who are interested in the sea and ships, and our nation's seagoing services. The Navy League program is designed to introduce young people to maritime and military life, and to prepare them for later entrance into the Naval Sea Cadet Corps.

I respectfully request that the License Fee be waived, as the activity is for the purpose of providing a positive environment for youth, teaching the core values of Honor, Courage and Commitment, and keeping our youth drug and gang free. There will be no profit made on the use of this facility for these trainings, and we are a 501(c)(3) non-profit corporation.

I hope this is enough information about our organization and our plans to allow us the use of the Belle Glade Eagle Academy for this training program without the cost of the License Fee.

Respectfully,

LCDR Jeff Leibowitz, USNSCC
Regional Director, Region 6-5

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/24/17

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		CONTACT NAME:	
BB&T Insurance Services, Inc		PHONE (A/C, No, Ext): 703 352-2222	
3975 Fair Ridge Dr, Suite 110		FAX (A/C, No): 866-925-7123	
Fairfax, VA 22033-2924		E-MAIL ADDRESS:	
703 352-2222		INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A : Cincinnati Indemnity Company	
US Naval Sea Cadet Corps		INSURER B :	
2300 Wilson Boulevard #200		INSURER C :	
Arlington, VA 22201		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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	X		ENP0059849	02/01/2017	02/01/2018	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	<input type="checkbox"/>							MED EXP (Any one person)	\$10,000
	<input type="checkbox"/>							PERSONAL & ADV INJURY	\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$2,000,000
<input type="checkbox"/>	POLICY	<input type="checkbox"/> PRO-JECT						PRODUCTS - COMP/OP AGG	\$2,000,000
<input type="checkbox"/>	LOC								\$
<input type="checkbox"/>	OTHER:								\$
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY			EBA0059849	02/01/2017	02/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB			ENP0059849	02/01/2017	02/01/2018	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/>	EXCESS LIAB						AGGREGATE	\$5,000,000
	<input type="checkbox"/>	DED <input checked="" type="checkbox"/> RETENTION \$0							\$
	<input type="checkbox"/>								\$
A	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	WC185195806	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> PER STATUTE	
	<input type="checkbox"/>	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$100,000
	<input type="checkbox"/>	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$100,000
	<input type="checkbox"/>							E.L. DISEASE - POLICY LIMIT	\$500,000

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

Named Insureds: US Naval Sea Cadet Corps & affiliated councils within the USA and its territories or possessions

* Certificate Holder continued:
a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities
(See Attached Descriptions)

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.
2633 Vista Parkway	AUTHORIZED REPRESENTATIVE
West Palm Beach, FL 33411-5603	<i>Carol Donoghue</i>



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Not For Profit Corporation
USNSCC REGION 6-5, INC.

Filing Information

Document Number N15000000561
FEI/EIN Number 47-2923401
Date Filed 01/20/2015
Effective Date 01/19/2015
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/20/2016

Principal Address

127 RIVERWALK CIRCLE WEST
PLANTATION, FL 33325-1312

Changed: 09/14/2016

Mailing Address

127 RIVERWALK CIRCLE WEST
PLANTATION, FL 33325-1312

Changed: 10/20/2016

Registered Agent Name & Address

LEIBOWITZ, JEFF, LCDR
127 RIVERWALK CIRCLE WEST
PLANTATION, FL 33325-1312

Name Changed: 10/20/2016

Address Changed: 10/20/2016

Officer/Director Detail

Name & Address

Title PRES

LEIBOWITZ, JEFF, LCDR

127 RIVERWALK CIRCLE WEST
PLANTATION, FL 33325-1312

Title VP

LEIBOWITZ, LESLIE
127 RIVERWALK CIRCLE WEST
PLANTATION, FL 33325-1312

Title SEC

NASTA, ELAINE
882 SW 120TH WAY
DAVIE, FL 33325

Annual Reports

Report Year	Filed Date
2016	10/20/2016
2017	01/05/2017

Document Images

<u>01/05/2017 – ANNUAL REPORT</u>	View image in PDF format
<u>10/20/2016 – REINSTATEMENT</u>	View image in PDF format
<u>01/20/2015 – Domestic Non-Profit</u>	View image in PDF format

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

This License Agreement made and entered into June 27, 2017, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and West Palm Beach, Community Redevelopment Agency, hereinafter referred to as "Licensee".

WITNESSETH:

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

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

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

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

1. Premises

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

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

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

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

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

3. **License Fee**

No License Fee is assessed for the Application. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.

4. **Termination**

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

5. **Waste or Nuisance**

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

6. **Governmental Regulations**

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section without waiver of its sovereign immunity and subject to the limitations as of Section 768.28, Florida Statutes. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**

The Licensee warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The Licensee 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 Licensee does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County that Licensee will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

8. **Surrender of Premises**

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

9. **Maintenance and Repair**

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

10. **Indemnification of County**

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees without waiver of its sovereign immunity and subject to the limitations of Section 768.28, Florida Statutes. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. **Insurance**

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

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

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

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

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

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

12. Utilities

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

13. Rules of Premises

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

14. Subcontracting

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

15. Entire Agreement

This License Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

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

with a copy to:

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

(b) If to the Licensee at:

West Palm Beach, Community Redevelopment Agency
Attn: Executive Director
401 Clematis Street, 2nd FL
West Palm Beach, FL 33401

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

17. **Severability**

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

18. **WAIVER OF JURY TRIAL**

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

19. **Governing Law and Venue**

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

20. **Recording**

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

21. **Time of Essence**

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

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

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. **No Third Party Beneficiary**

No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

Remainder of this page left intentionally blank

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

WITNESS:

LICENSEE:

By: Hazeline F. Carson
Signature

By: Geraldine Muoio
Signature

Hazeline F. Carson
Printed Name

Geraldine Muoio, CRA Chair
Printed Name

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

By: Amy Wolf
Director, Facilities Development & Operations

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

CRA ATTORNEY
Approved as to form and legality
By: [Signature]

Exhibit “A”

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

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

Facilities Development & Operations Department (FDO)
PBCFacilityUsePermit@pbcgov.org
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Director
Telephone: 561-233-0220 / Fax: 561-233-0206

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

1. USER/APPLICANT

Name of Applicant: _____
Name of
Organization/Licensee: West Palm Beach, Community Redevelopment Agency
Address: 401 Clematis Street, 2nd Floor
City: West Palm Beach State: FL Zip: 33401
Phone: (561) 822 – 1550 Email: Rdpino@wpb.org
Name of the Authorized Representative : Jasmine Etienne, Marketing Manager
Type of Entity: ☐ Public Agency ☐ Non-Profit ☒ Other (Specify) government

2. REQUESTED PROPERTY

Name of Property: Judicial Center - surface parking lot
(Please include room or area requested)
Address: Banyan Blvd
City: West Palm Beach State: FL Zip: 33401

3. NATURE OF USE: (Please check one)

☐ Training ☐ Educational ☐ Recreational ☐ Meeting
☐ Non-profit Event ☒ Other event parking

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

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

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

Detailed description of the nature and purpose of use (attach additional sheets as necessary):
overflow parking

4. FOOD AND BEVERAGE

Use includes food and/or beverage? ☐ Yes ☒ No

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

Note: A custodial fee may be imposed if the Use involves food and/or beverages.

5. DATE AND TIME OF USE

Date(s) of Use: July 1, 2017

Time(s) of Use: 12 : 00 PM - 11 : 00 PM

6. EQUIPMENT

Amount of Equipment Requested: N/A Tables N/A Chairs

All equipment contained or used within the Facility is subject to approval by the Department.

7. ADDITIONAL USERS

Organization(s)/individual(s) participating in use, if other than Applicant (attach additional pages to list more organization(s)/individual(s)):

Name: N/A

Address: _____

City: _____ State: _____ Zip: _____

Phone: () - Email:

Contact Person: _____,

Type of Entity: ☐ Public Agency ☐ Non-Profit ☐ Other (Specify) _____

8. VENDORS

List all vendors of the Event: N/A

9. ADVERTISING

Will the event be advertised to the Public? ☒ Yes ☐ No

If yes, by what means?: ☒ Radio ☐ TV ☐ Other _____

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

1. FEES AND ADDITIONAL CHARGES

<input type="checkbox"/>	License Fees	\$	_____
<input type="checkbox"/>	Custodial Fees	\$	_____
<input checked="" type="checkbox"/>	Service Costs	\$	399.00
<input type="checkbox"/>	Other Costs	\$	_____

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

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

Geraldine Muir
Signature of Authorized Representative

Date: 6/16/2017

Geraldine Muir, Chair
Printed Name and Title of Authorized Representative

CRA ATTORNEY
Approved as to form and legality
By: DHP

APPROVED BY:

Arman Way
Director, Facilities Development & Operations Department

Date: 6/26/17

OTHER DEPARTMENTAL REVIEW (If necessary):

EXHIBIT “A-1”
Special Conditions of Use for License Agreement

1. The Judicial Center Parking - Surface Lot (“Premises”) shall be used solely and exclusively for parking of vehicles. No other use is permitted. The Premises will be licensed under standard County operational parking guidelines. No additional parking facilities are being licensed. The remaining facilities are not licensed for use by the Licensee, its staff or event attendees and will remain closed during the event.
 2. County parking staff is onsite to open the Premises at the requested times and to secure the Premises at the end of the requested usage times. County is not responsible for the safety and security of the Premises, the Licensee’s guests, for traffic control and/or for the vehicles parked at the Premises.
 3. Licensee shall remain responsible for the safekeeping and securing of all vehicles and Licensee’s guests and invitees, until all of the parked vehicles are removed from the Premises notwithstanding the end date of the License Agreement. Licensee shall be solely responsible for all costs, claims, demands or actions arising from vehicles that are locked in overnight, including but not limited to damage, destruction or theft.
 4. City shall pay a fee of \$399.00 to cover the operational costs (staffing and custodial – see attached invoice). Payment is due ten (10) days before the date of the first event.
 5. Licensee shall be solely responsible for all costs and expenses incurred by County in returning the Premises to its original condition, which shall include, but not be limited to, the costs of towing abandoned vehicles and the cost of repair for any damage to the facility occurring during the use.
 6. Licensee shall be responsible for reimbursing County for all damage, destruction or vandalism to the Premises and/or County property arising during, or as a result of, or in connection with the licensed use, including but not limited to, damage to the parking gates and damage or vandalism to County vehicles or facilities. County will perform the required repairs and/or clean up and invoice Licensee for all costs and expenses relating to same. All payments are due within thirty (30) days of invoice date.
 7. The Premises entrance gates on Banyan Blvd. and Rosemary Ave. will be opened at the requested beginning use time. County is not responsible for monitoring the entrance of the Premises.
 8. The Premises exit gates on Banyan Blvd. and Rosemary Ave. will be opened and remain open for vehicle egress and will be locked after the end time. Any vehicle past the designated end times will not be accessible to be obtained or removed. Licensee is cautioned that vehicles that are not removed by the end time may be ticketed, booted or towed, and will be locked in the Premises until the following business day.
 9. Open/Close electric/electronic function of gates will be disabled during the Licensee’s requested use.
 10. Licensee shall not post signs, banners, posters or any other displays on or in the Premises or affix decorations to walls or ceilings without the approval of the County Representative.
-

11. Prior to placing any signage in or on the Premises, Licensee shall coordinate an on-site visit with the County's Representative as identified below. Licensee shall comply with any additional conditions which result from such on-site visit. Licensee shall be responsible for the placement and removal of all signage regarding the Use.
 12. No alcoholic beverages shall be sold, used or consumed at the Premises.
 13. Smoking is prohibited on the Premises, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.
 14. Licensee shall not employ alternative electrical power sources at the Premises.
 15. Licensee shall be solely responsible for items/vehicles left at the Premises by guests, workers, employees or representatives of the Licensee. The County shall not be responsible for items left behind by the Licensee, or its employees, guests or invitees.
 16. Licensee shall not store, possess or use drugs or gambling devices at the Premises or permit others to do so.
 17. Licensee shall not employ noise amplification devices unless approved by FDO.
 18. All accidents or incidents occurring at the Premises shall be immediately reported by the Licensee to on-duty County parking garage staff.
 19. The parties hereby designate the following individuals, with the following contact information, as the representatives of each party for the administration of the License Agreement:

County Representative:
Jackie Luke (561) 215-2364 (on site County representative)
William Dart, office (561) 355-1755 – Cell (561) 909-5935
Keith Carter, office (561) 355-4131

Licensee Representative:
Jasmine Etienne's office: (561) 822-1554
 20. Commencement of use of the Premises indicates acceptance, by the Licensee, of the Special Conditions of Use as set forth herein.
-



**Facilities Development &
Operations Department**

2633 Vista Parkway
West Palm Beach, FL 33411

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



**Palm Beach County
Board of County
Commissioners**

Paulette Burdick, Mayor

Melissa McKinlay, Vice Mayor

Hal R. Valeche

Dave Kerner

Steven L. Abrams

Mary Lou Berger

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

INVOICE

Date: July 1, 2017

To: West Palm Beach, CRA

Re: Standard License Agreement for Commercial Activity for the
Judicial Center Parking (Surface Lot Only) – July 1, 2017

Service Costs

Gate Attendant (one from 11:30 am – 11:30 pm)
\$22.00 per hour x 12 hours \$ 264.00

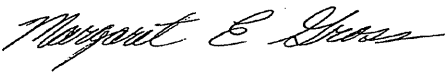
Custodial

Two custodians for 3 hours each at \$22.50 per hour \$ 135.00

Total Amount Due \$ 399.00

Please make check payable to Board of County Commissioners, Palm
Beach County and send to:

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

CERTIFICATE OF COVERAGE		ISSUED ON: 6/14/2017
COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST		
PACKAGE AGREEMENT NUMBER: PK FL1 0504983 16-04		COVERAGE PERIOD: 10/1/2016 TO 10/1/2017 12:01 AM
COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage 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 coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.		
Mail to: Certificate Holder Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents 301 N. Olive Avenue West Palm Beach, FL 33401		Designated Member West Palm Beach Community Redevelopment Agency 401 Clematis Street West Palm Beach, FL 33401
LIABILITY COVERAGE X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury Limit \$1,000,000 \$0 Deductible X Public Officials Liability Limit \$1,000,000 \$2,500 Deductible X Employment Practices Liability Limit \$1,000,000 \$2,500 Deductible X Employee Benefits Liability Limit \$1,000,000 \$0 Deductible Law Enforcement Liability Limit		WORKERS' COMPENSATION COVERAGE Self Insured Workers' Compensation Statutory Workers' Compensation Employers Liability Each Accident By Disease Aggregate Disease
PROPERTY COVERAGE X Buildings & Personal Property Per schedule on file with \$5,000 Deductible TrustLimit <i>Note: See coverage agreement for details on wind, flood, and other deductibles.</i> Rented, Borrowed and Leased Equipment Limit X Total All other Inland Marine Limit \$219,000 TIV See Schedule for Deductible CRIME COVERAGE Employee Dishonesty Forgery or Alteration Theft Disappearance & Destruction Computer Fraud		AUTOMOBILE COVERAGE Automobile Liability Limit \$1,000,000 \$0 Deductible All Owned Specifically Described Autos X Hired Autos X Non-Owned Autos Automobile Physical Damage Comprehensive Collision Hired Auto with limit of Garage Keepers Liability Limit Liability Deductible Comprehensive Deductible Collision Deductible
NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.		
Description of Operations/ Locations/ Vehicles/Special items: Certificate issued with respect to parking for Brews and Blues, July 1, 2017. Certificate holders are added as Additional Covered Party as per the coverage agreement terms and conditions. <i>This section completed by member's agent, who bears complete responsibility and liability for its accuracy.</i>		
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.		
Administrator Public Risk Underwriters® P.O. Box 958455 Lake Mary, FL 32795-8455		CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.
Producer Public Risk Insurance Agency P. O. Box 2416 Daytona Beach, FL 32115		 AUTHORIZED REPRESENTATIVE
PGIT-CERT (11/09) PRINT FORM		6/14/2017

PUBLIC ENTITY

AUTOMATIC ADDITIONAL COVERED PARTIES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300**, the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200** and the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104**

Where indicated by (X) below, coverage applies to the subdivision or an agency of the state of Florida as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 and 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

X **ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**

SECTION I - WHO IS A COVERED PARTY is amended to include any subdivision or agency of the state of Florida (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract" to name as an Additional Covered Party, but only with respect to liability arising solely out of the Covered Party's operation, "your work" or facilities owned or used by the Covered Party.

The coverage afforded to the **Additional Covered Party** does not apply:

- (1) Unless the written "insured contract", agreement or permit was executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury;"
- (2) To any person(s) or organization(s) included as a **Covered Party** under this coverage agreement or by an endorsement made part of this coverage agreement.

X **ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**

SECTION II - WHO IS A COVERED PARTY is amended to include any subdivision or an agency of the state of Florida (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract", for the lease or rental of equipment, to name as an Additional Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the **Additional Covered Party** does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;
- (2) "Bodily injury" or "property damage" arising out of any negligence of the **Additional Covered Party**;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party**;
- (4) Liability assumed by the **Additional Covered Party** under any contract or agreement;
- (5) "Property damage" to:
 - (a) Property owned, used, occupied by, or rented to the **Additional Covered Party**;
 - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the **Additional Covered Party**, its employees or agents are for any purpose exercising physical control.

X

ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES

SECTION II - WHO IS A COVERED PARTY is amended to include any subdivision or an agency of the state of Florida (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract" to name as an Additional Covered Party, but only with respect to liability arising solely out of the "premises" leased to the Covered Party by such subdivision or agency of the state of Florida.

The coverage afforded to the **Additional Covered Party** does not apply to:

- (1) "Bodily injury" or "property damage" occurring after the **Covered Party** cease to be a tenant in that "premises";
- (2) "Bodily injury" or "property damage" arising out of any negligence of the **Additional Covered Party**;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party**;
- (4) Liability assumed by the **Additional Covered Party** under any contract or agreement;
- (5) "Property damage" to:
 - (a) Property owned, used, occupied by, or rented to the **Additional Covered Party**;
 - (b) Property in the care, custody or control of the **Additional Covered Party** or its employees or agents, or of which the **Additional Covered Party**, its employees or agents are for any purpose exercising physical control.

Notwithstanding any other provision of this agreement, this endorsement extends coverage to an Additional Covered Party, only in the event that said entity is a subdivision or agency of the state of Florida, within the contemplation of *Section 768.28, Florida Statutes*, and entitled to the privileges, immunities and protections afforded by said statute.

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

This License Agreement made and entered into July 14, 2017, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Safety Council of Palm Beach County, Inc., a Florida Not for Profit Corporation, hereinafter referred to as "Licensee".

WITNESSETH:

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

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

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

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

1. Premises

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

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

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

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

7. **Non-Discrimination**

The Licensee warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The Licensee 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 Licensee does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County that Licensee will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

8. **Surrender of Premises**

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

9. **Maintenance and Repair**

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

10. **Indemnification of County**

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

11. **Insurance**

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

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

Licensee shall also name the County as a Certificate Holder. The Certificate Holder shall read “Palm Beach County Board of County Commissioners, c/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603”.

Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

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

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

12. **Utilities**

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

13. **Rules of Premises**

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

14. **Subcontracting**

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

15. **Entire Agreement**

This License Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

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

with a copy to:

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

(b) If to the Licensee at:

Toni Burrows, Vice President
Safety Council of Palm Beach County, Inc.
4152 W. Blue Heron Blvd., Suite 110
Riviera Beach, FL 33404

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

17. **Severability**

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

18. **WAIVER OF JURY TRIAL**

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

19. **Governing Law and Venue**

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

20. **Recording**

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

21. **Time of Essence**

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

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

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

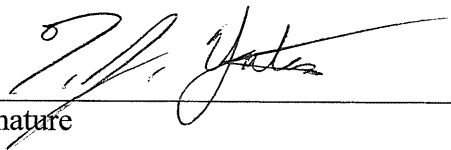
23. **No Third Party Beneficiary**


No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

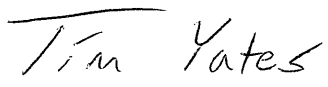
IN WITNESS WHEREOF, County and Licensee have executed this License Agreement, or have caused the same to be executed as of the day and year first above written.

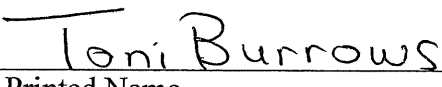
WITNESS:

LICENSEE:

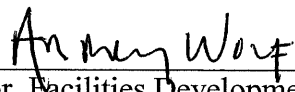

By: 
Signature

By: 
Signature


Printed Name


Printed Name

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

By: 
 Director, Facilities Development & Operations

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

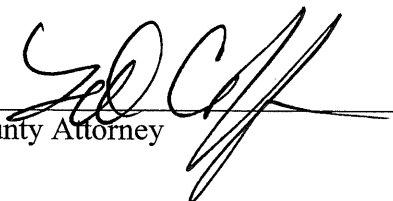
By: 
County Attorney

Exhibit “A”

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

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

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

Facilities Development & Operations Department (FDO)
PBCFacilityUsePermit@pbcgov.org
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Director
Telephone: 561-233-0220 / Fax: 561-233-0206

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

1. USER/APPLICANT

Name of Applicant: _____
Name of Organization/Licensee: Safety Council of Palm Beach County, Inc.
Address: 4152 W Blue Heron Road, Suite 110
City: Riviera Beach State: FL Zip: 33404
Phone: (561) 845 – 8233 Email: toni@safetycouncilpbc.org
Name of the Authorized Representative : Toni Burrows, Vice President
Type of Entity: ☐ Public Agency ☒ Non-Profit ☐ Other (Specify) _____

2. REQUESTED PROPERTY

Name of Property: North County Senior Center
(Please include room or area requested)
Address: 5217 Northlake Blvd.
City: Palm Beach Gardens State: FL Zip: 33410

3. NATURE OF USE: (Please check one)

☐ Training ☒ Educational ☐ Recreational ☐ Meeting
☐ Non-profit Event ☐ Other _____

Does Use include the sale of Goods and/or Services? ☒ Yes ☐ No
Will User charge an Admission Fee and/or Participation Fee? ☒ Yes ☐ No
Amount to be charged for Admission Fee and/or Participation Fee: \$12.00 pp
Detailed description of the nature and purpose of use (attach additional sheets as necessary):
Senior Mature Driver Class - Classroom instructions only

4. FOOD AND BEVERAGE

Use includes food and/or beverage? ☐ Yes ☒ No
Use includes the sale, use or consumption of alcohol? ☐ Yes ☒ No
Note: A custodial fee may be imposed if the Use involves food and/or beverages.

5. DATE AND TIME OF USE

Date(s) of Use: See Exhibit "A-1"
Time(s) of Use: 9 : 00 AM - 4 : 00 PM

6. EQUIPMENT

Amount of Equipment Requested: 1 Tables 25 Chairs
All equipment contained or used within the Facility is subject to approval by the Department.

7. ADDITIONAL USERS

Organization(s)/individual(s) participating in use, if other than Applicant (attach additional pages to list more organization(s)/individual(s)):

Name: n/a
Address: _____
City: _____ State: _____ Zip: _____
Phone: () - _____ Email: _____
Contact Person: _____ , _____
Type of Entity: ☐ Public Agency ☐ Non-Profit ☐ Other
(Specify) _____

8. VENDORS

List all vendors of the Event: n/a

9. ADVERTISING

Will the event be advertised to the Public? ☒ Yes ☐ No

If yes, by what means?: ☒ Radio ☐ TV ☒ Other Internet

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

1. FEES AND ADDITIONAL CHARGES

<input checked="" type="checkbox"/>	License Fees	\$ <u>waived</u>
<input type="checkbox"/>	Custodial Fees	\$ _____
<input type="checkbox"/>	Service Costs	\$ _____
<input type="checkbox"/>	Other Costs	\$ _____

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

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

Toni Burrows

Date: 6/12/17

Signature of Authorized Representative

Toni Burrows Ex V-P.

Printed Name and Title of Authorized Representative

APPROVED BY:

Jimmy Waf
Director, Facilities Development & Operations Department

Date: 7/13/17

OTHER DEPARTMENTAL REVIEW (If necessary):

Steve Mayne Hu

Signature of Director of Department

Date: 6/21/17

Exhibit "A-1"

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

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

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

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

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

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

3. The License Fee is waived. The use is to promote community interest and welfare and Licensee will not realize a profit from the use. The Licensee will charge a participation fee of \$12 for the classroom activity which will cover the costs of the materials and exam fee.
4. The requirements of paragraph 11 are waived.
5. Licensee will be providing classes on the following dates:

August 25, 2017	December 29, 2017	April 27, 2018
September 29, 2017	January 26, 2018	May 25, 2018
October 27, 2017	February 23, 2018	June 29, 2018
November 20, 2017	March 30, 2018	July 27, 2018

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



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Not For Profit Corporation
SAFETY COUNCIL OF PALM BEACH COUNTY, INC.

Filing Information

Document Number 711783
FEI/EIN Number 59-1168121
Date Filed 11/09/1966
State FL
Status ACTIVE

Principal Address

4152 W BLUE HERON BLVD
SUITE 110
RIVIERA BEACH, FL 33404-4858

Changed: 05/11/2007

Mailing Address

4152 W BLUE HERON BLVD
SUITE 110
RIVIERA BEACH, FL 33404-4858

Changed: 05/11/2007

Registered Agent Name & Address

BURROWS, TONI A
SAFETY COUNCIL OF PALM BEACH COUNTY, INC
4152 W BLUE HERON BLVD STE #110
RIVIERA BEACH, FL 33404-4858

Name Changed: 02/23/2006

Address Changed: 03/19/2009

Officer/Director Detail

Name & Address

Title Vice President/Director

BURROWS, TONI A

4152 W BLUE HERON BLVD #110
RIVIERA BEACH, FL 33404

Title Chairman

DAVIS, MARK
6501 N JOG RD
WEST PALM BEACH, FL 33412

Title President

LAING, BARBARA L
2200 CENTREPARK WEST DR
SUITE 100
WEST PALM BEACH, FL 33409

Title VP

DILLON, MICHAEL
15600 JUPITER FARMS RD
JUPITER, FL 33478

Title Secretary

PINTADO, ENRIQUE
2101 S CONGRESS AVE
DELRAY BEACH, FL 33445

Title Treasurer

KING, MATTHEW
5 EAST 11TH ST
RIVIERA BEACH, FL 33404

Annual Reports

Report Year	Filed Date
2015	01/14/2015
2016	03/18/2016
2017	01/09/2017

Document Images

01/09/2017 – ANNUAL REPORT	View image in PDF format
03/18/2016 – ANNUAL REPORT	View image in PDF format
01/14/2015 – ANNUAL REPORT	View image in PDF format
01/07/2014 – ANNUAL REPORT	View image in PDF format
01/04/2013 – ANNUAL REPORT	View image in PDF format
01/05/2012 – ANNUAL REPORT	View image in PDF format
01/05/2011 – ANNUAL REPORT	View image in PDF format
01/06/2010 – ANNUAL REPORT	View image in PDF format

03/19/2009 – ANNUAL REPORT	View image in PDF format
01/16/2008 – ANNUAL REPORT	View image in PDF format
05/11/2007 – ANNUAL REPORT	View image in PDF format
02/23/2006 – ANNUAL REPORT	View image in PDF format
02/03/2005 – ANNUAL REPORT	View image in PDF format
07/01/2004 – ANNUAL REPORT	View image in PDF format
02/19/2003 – ANNUAL REPORT	View image in PDF format
04/01/2002 – ANNUAL REPORT	View image in PDF format
05/17/2001 – ANNUAL REPORT	View image in PDF format
05/11/2000 – ANNUAL REPORT	View image in PDF format
02/16/1999 – ANNUAL REPORT	View image in PDF format
02/05/1998 – ANNUAL REPORT	View image in PDF format
01/29/1997 – ANNUAL REPORT	View image in PDF format
02/08/1996 – ANNUAL REPORT	View image in PDF format
02/15/1995 – ANNUAL REPORT	View image in PDF format
11/09/1966 – Domestic Non-Profit	View image in PDF format



June 27, 2017

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

RE: Request for Waiver of Commercial License Fee

To Whom It May Concern:

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

Promotion of Community Interest and Welfare

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

Safety Council of Palm Beach County Inc Will not Realize A Profit

Each person participating in the Driving Class will be charged a participation fee of \$12.00. The Participation Fee is charged to cover the costs of the Driving Class, materials, including a safe driver training book and instructor services for each participant to be a safe driver.

Sincerely,

Toni Burrows
Ex. V.P.