



II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	\$175,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$175,000</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes   X   No       

Budget Account No: Fund   3804   Dept   411   Unit   B579   Object   4907  

Does this item include the use of federal funds? Yes        No   X  

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

The total cost to accomplish the design, permitting, procurement and installation of the contemplated parking management infrastructure is estimated at \$175,000.00 from Various Facility Renovations account.

C. Departmental Fiscal Review: \_\_\_\_\_

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

_____ OFMB	_____ Contract Development and Control
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B. Legal Sufficiency:

\_\_\_\_\_  
Assistant County Attorney

C. Other Department Review:

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

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

**Background & Policy Issues (cont'd.):**

Prior to the 40,500 sf 4<sup>th</sup> DCA replacement Courthouse and 334 space parking structure being proposed for the State Block, the County and Florida Department of Management Services (DMS) had invested significant time and effort dating to 1998 in jointly planning to maximize the future development of their respective properties on Government Hill. The substantive conclusion of that effort is graphically depicted by Attachment 3. From the onset of the Government Hill planning effort and continuing through more recent efforts related to the Transit Oriented Development (TOD) District and County's Wedge Property in particular, the Board has been actively involved in key policy decisions to preserve and promote optimal development potential, including:

- Agenda Item 5G-1 dated December 5, 2006, which committed \$2.9M of additional County funding (beyond the \$8.1M previously committed) for the redesign and increased construction cost to realize the placement of Department of Health's (DOH) administrative building fronting Clematis Street;
- Agenda Item 5F-2 dated February 6, 2007, which provided additional capital funding for that same building in the amount of \$4,752,451, for a total contribution of \$12,852,451 toward preserving future County use capabilities on the State Block;
- Agenda Item 7G-1 dated February 5, 2008, regarding the approach to the County's participation in the TOD; and,
- Agenda Item 6F-1 dated March 17, 2009, regarding issuance of an RFP for County's Wedge Property only.

Despite the joint planning initiatives and County investment in the State Block to facilitate the intense development plan for Government Hill, the 4<sup>th</sup> DCA development program has substantially less intensity and parking supply than was ever envisioned; eliminating any potential for future County facilities to be collocated on the State Block.

Nonetheless, and at the request of DMS, DCF and DOH and prior to commencement of the 4<sup>th</sup> DCA construction, FD&O Staff developed a Parking Plan consisting of electronic access control equipment, signage and other improvements for State implementation in exchange for parking rights to the County Block and suggested an Interlocal Agreement, but it was rejected by DMS. DMS ultimately negotiated an arrangement with the City of West Palm Beach to utilize on-street spaces on Government Hill and garage spaces within nearby City-operated parking structures. This left a manageable amount of unmet parking demand from the State Block during development of the 4<sup>th</sup> DCA Courthouse, and FD&O therefore granted a License Agreement only to DOH and DCF for employee parking upon a designated area of the County Block.

The number of parking spaces actually constructed on the State Block as part of the 4<sup>th</sup> DCA project was substantially reduced from the number long term planned due to budget constraints causing the size of the parking structure now under construction to be substantially reduced by the State. In late summer 2017, the County was told that there would be an approximate 100+ parking space deficit on-site (parking garage and remaining surface lots on the State Block) for employees as well as no on-site spaces for public parking. On November 14, 2017 Staff was advised that the amount of on-site parking would be adequate to accommodate the current complement of employees assuming a 20% daily oversell rate, and that the complete lack of accommodation for public patrons to the State facilities, remained. The 20% oversell rate is higher than that used by the County for its employee parking facilities, so Staff is concerned that there could still be some on-site parking deficit for State employees, particularly in the event of future staff growth, special and staff training events, and/or if the oversell rate is generally in error.

Staff estimates that a maximum of 190 of the approximately 250 paved spaces available on the 810 Datura Street property directly support routine Community Services operations and recurring functions. While on-street parking is available along the Datura and Clematis Street frontages of the State Block, all of those spaces are metered by the City of West Palm Beach; thereby causing the free surface parking at 810 Datura Street to become an attractive parking option for visitors to the State Block. In the County's parking lot's current state, any unsatisfied parking demand will impact 810 Datura Street. To the extent that the impact is visitors to the State facilities and is a quantity that does not impact Community Services, Staff would prefer to continue with the free parking as the client populations of the State are the

**Background & Policy Issues (cont'd):**

populations least able to afford parking charges to access government services or have physical limitations which require closer parking. However, to the extent that a sustained impact on the availability of parking for Community Services operations materializes, Staff is recommending that access and operational controls be installed to protect the County operations.

In the absence of access controls, impacts upon the 810 Datura Street property and Community Services operations would require continued reliance on current parking practices that were designed, implemented, intended and administered for interim conditions only. This would include ongoing management of an authorized user registry, human surveillance and enforcement, and active towing of violators despite the unpopularity of towing constituent's vehicles. Staff believes those access controls would be the most effective and efficient means to protect and preserve existing County operations on the County Block.

The access and operational controls project would consist of: 1) limiting ingress and egress to the site to a limited number of points so that a basic pay to park access system can meaningfully be installed, 2) abandoning an alley which bisects the County property, serves only the County property and has been solely maintained by the County for years, in order to impede unauthorized entries from an unsecure point of vehicular ingress, 3) restriping of the lot to restore weathered striping that can barely be seen in order to create an orderly parking condition and safe operating environment, and 4) installing directional and informational signage. County employees would be provided transponders and County visitors would be validated. Such controls would enable the County to continue providing its employees and visitors with free (validated) parking without imposing any significant financial, management or other operational burden upon the County.

Preserving future flexibility for the disposition of the County Block is also seen as being important. While long thought to be a viable future location for consolidating and retaining the County's administrative functions in the downtown, the physical ability and economic viability of doing so is now in question as a result of the diminished development capacity on the State Block and general uncertainty about future conditions for the area. For this reason, Staff would recommend that the State be notified of the County's disappointment, concerns, intentions, as well as the importance that the State commit to constructing further parking facilities on the State Block in the coming years rather than placing any reliance on or expectation of the County property into the future to satisfy its parking needs.

As demonstrated by the preceding paragraphs, the City of West Palm Beach has played a significant role in creating the anticipated conditions. In its regulatory capacity the City knowingly permitted the State's garage to be sized for employees and authorized personnel only; thereby leaving parking demand displaced by the 4<sup>th</sup> DCA construction and all parking needs of the general public to be served by the City's metered on-street parking spaces and/or the County Block. In its proprietary capacity the City then engaged in negotiations with DMS to arrive at interim employee parking accommodations for the duration of the 4<sup>th</sup> DCA construction by utilizing City parking facilities with charge. As recent as November 3, 2017 the City was observed returning parking meters to normal operation after a prolonged period of being inoperable to accommodate construction parking needs. Additionally, County efforts to perform routine maintenance and secure the County Block have been met with resistance from the City. Specifically, the City has refused to permit the restriping of the parking spaces at 810 Datura Street in their historic configuration. The City has also demanded that the County initiate the abandonment of a public alley through the center of the County Block and that neither actively services nor is reasonably relied upon by any other abutting property or owner in order for the County to implement the proposed Parking Plan.

TWP  
43

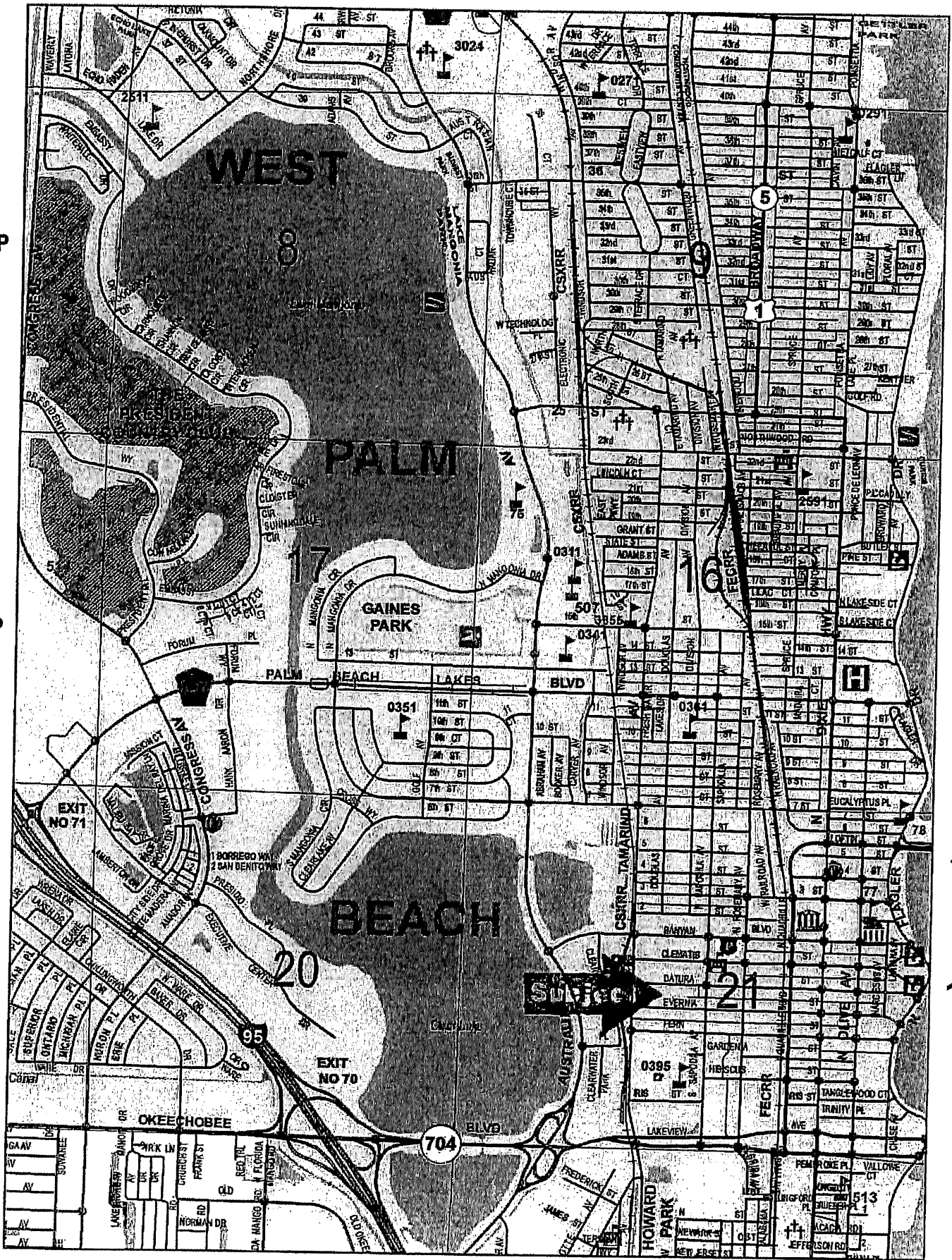
TWP  
43

TWP  
43

16

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18



RNG 43

See pg 71

RNG 43



**ATTACHMENT 2**

Banyan Blvd.

**TOD**

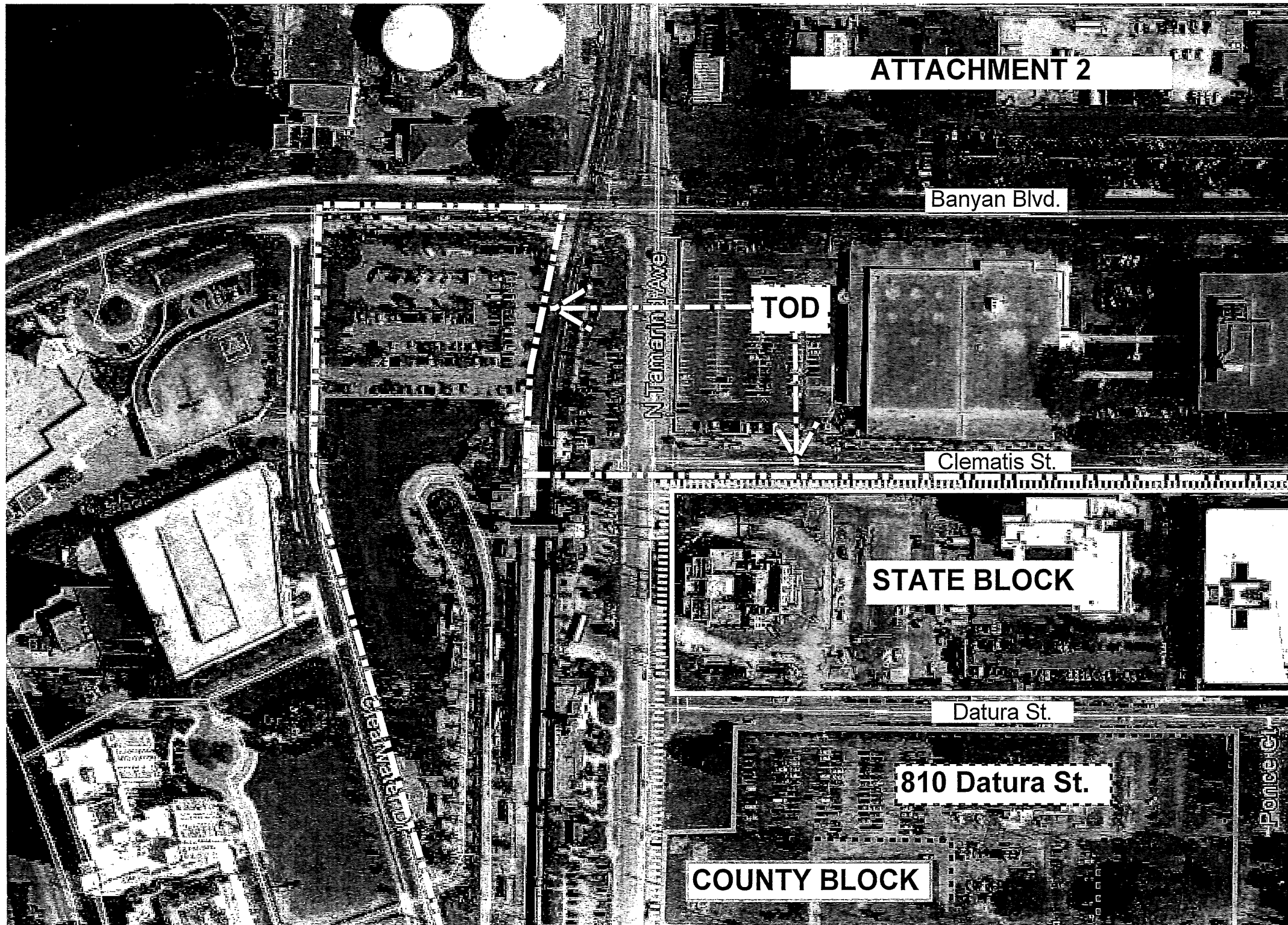
Clematis St.

**STATE BLOCK**

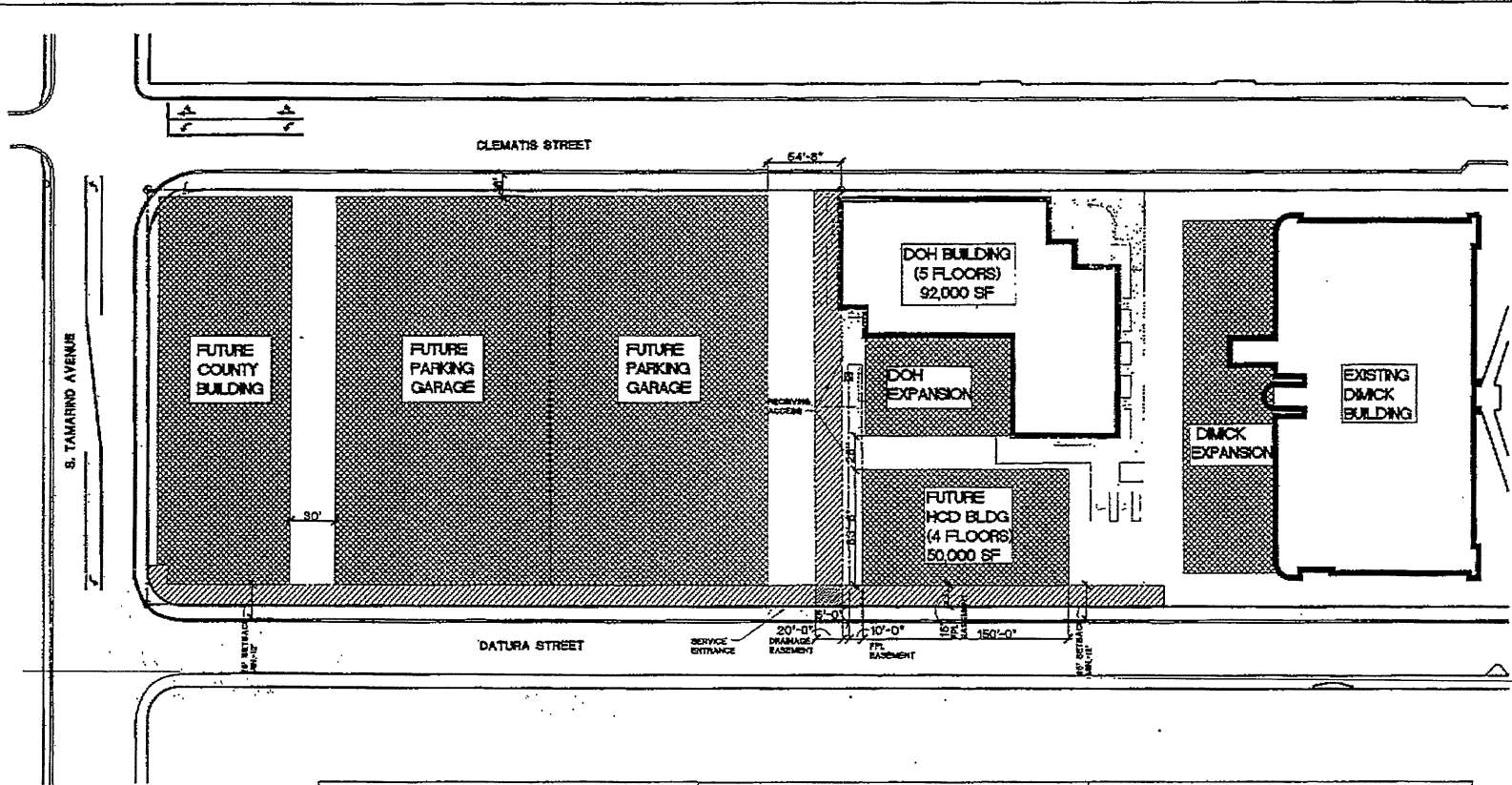
Datura St.

**810 Datura St.**

**COUNTY BLOCK**



# ATTACHMENT 3



MGE  
MGE Engineering, Inc.  
10000 S. US Highway 1, Suite 100  
Palm Beach, FL 33480  
407.833.1111  
www.mgeinc.com

ARCHITECT



PLANNING

DMICK SITE ANALYSIS

NOTES:  
TO THE BEST OF THE ARCHITECT'S  
KNOWLEDGE, THE PLANS AND  
SPECIFICATIONS COMPLY WITH THE  
APPLICABLE FIVE-COUNTY STANDARDS  
AS DETERMINED BY THE LOCAL  
AUTHORITY IN ACCORDANCE WITH THE  
SECTION AND FOR FLORIDA STATUTE.

FLORIDA DEPARTMENT  
OF HEALTH  
Project No. 10001

DATE: 10/10/10  
BY: [Signature]  
CHECKED BY: [Signature]

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DATE: 10/10/10

SITE PLAN PROPOSAL -  
HCD BLDG.

PROJECT NO. A1.01

LEGEND:  
[ ] EXISTING BUILDING  
[ ] FUTURE BUILDING

TOTAL PARKING SPACES REQUIRED:	
DIMICK EXISTING =	191 SPACES
DOH EXISTING =	276 SPACES
HCD BUILDING - 50,000 S.F. =	150 SPACES
TOTAL =	617 SPACES
APPROX. SPACES - 1 GARAGE =	700 SPACES

TOTAL PARKING SPACES REQUIRED:	
DIMICK EXISTING =	191 SPACES
DIMICK EXPANSION - 3/1000 S.F. =	150 SPACES
(50,000 SF)	
DOH EXISTING =	276 SPACES
DOH EXPANSION - 3/1000 S.F. =	150 SPACES
(50,000 SF)	
HCD BUILDING - 3/1000 S.F. =	150 SPACES
(50,000 SF)	
TOTAL =	917 SPACES
APPROX. SPACES - 2 GARAGES =	1,400 SPACES

TRANSIT ORIENTED DEVELOPMENT (TOD)  
DEVELOPMENT CAPACITY  
PER WPB DOWNTOWN MASTER PLAN URBAN  
REGULATIONS, RESOLUTION NO. 447-07  
  
TOD-10 FAR: 2.75  
HEIGHT: 10 STORIES, 128'

SITE LOCATION PROPOSAL -  
HEALTH CARE DISTRICT BUILDING  
PALM BEACH GOVERNMENT HILL SITE  
SCALE: 1/32" = 1'-0"

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

This License Agreement made and entered into on this 24<sup>th</sup> day of June, 2016 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Florida Department of Children and Families (DCF) Southeast Region, and Florida Department of Health (DOH) Palm Beach County, hereinafter collectively 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 all parties to this License Agreement ("the Commencement Date"). The term of this License Agreement 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**

A license fee of \$1 will be assessed for the duration of 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 to the extent permitted by law. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement to the extent permitted by law.

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**

The County shall not be responsible for any repair or maintenance 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 to the extent permitted by law. 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 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 not less than \$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:

DCF Southeast Region  
Attn: Dennis Miles, Regional Managing Director  
111 S. Sapodilla Avenue  
West Palm Beach, FL 33401

DOH Palm Beach County  
Attn: Dr. Alina Alonso, Health Department Director  
800 Clematis Street  
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.

(Signature Pages to Follow)



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: DCF

By:   
Signature

By:   
Signature


W. Clay Walker  
Printed Name

Dennis Miles  
Printed Name

WITNESS:

LICENSEE: DOH

By:   
Signature

By:   
Dr. Alina Alonso, MD.  
Director, PBC Health Department (DOH)

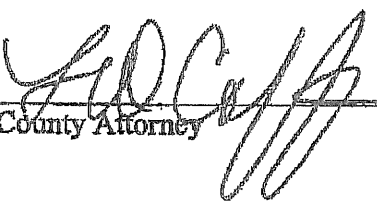
Cathy Linton  
Printed Name

Cathy Linton

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

By:   
Director of 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](mailto: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 Applicants:

Dr. Alina Alonso, Health Department Director, DOH  
Dennis Miles, Regional Managing Director, DCF

Name of Organization/Licensee: DCF, DOH

Address: 111 S. Sapodilla Ave (DCF), 800 Clematis Street (DOH)

City: West Palm Beach State: FL Zip: 33401

Name of the Authorized Representatives :

Clay Walker, DCF  
[clay.walker@myflfamilies.com](mailto:clay.walker@myflfamilies.com)  
561-227-6686 (o) 561-246-0182 (cell)

Andy Walker, DOH  
[William.walkerIII@flhealth.gov](mailto:William.walkerIII@flhealth.gov)  
561-722-8716 (cell) 561-840-4522 (o)

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

**2. REQUESTED PROPERTY**

Name of Property: Evernia/Datura Surface Parking Lot & Former Building Site, See Exhibit  
(Please include room or area requested) "A-2"

Address: 810 Datura Street

City: West Palm Beach

State: FL Zip: 33411

**3. NATURE OF USE: (Please check one)**

☐ Training      ☐ Educational      ☐ Recreational      ☐ Meeting  
☐ Non-profit Event      ☒ Other      Parking during construction of 4<sup>th</sup> DCA

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):

The purpose of the use is to accommodate SOF Local Agencies' parking of employees and line vehicles during the construction of the 4<sup>th</sup> DCA.

**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: June 10, 2016 – June 10, 2018 or until the construction of the 4<sup>th</sup> DCA is completed; whichever comes first unless earlier terminated.

Time(s) of Use: 6:00 AM - 7:00 PM, M-F, Parking of State owned vehicles, as evidenced by license plate or other official identification, is permitted 24/7.

**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: \_\_\_\_\_

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 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.

On behalf of DOH:

  
Signature of Authorized Representative

Date: 10/16/16

Alina Alonso MD Director  
Printed Name and Title of Authorized Representative



On behalf of DCF:

  
Signature of Authorized Representative

Date: 6-13-16

Dennis Mates Regional Managing Director  
Printed Name and Title of Authorized Representative

APPROVED BY:

35 Amy Woy  
Director, Facilities Development & Operations Department

Date: 6/23/16

OTHER DEPARTMENTAL REVIEW (If necessary):

\_\_\_\_\_  
Signature of Director of Department

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

**EXHIBIT "A-1"**  
**Special Conditions of Use for License Agreement**  
**Evernia/Datura Surface Parking Lot ONLY ("Premises")**

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1. The Licensee shall strictly adhere to each of the Special Conditions of Use contained herein at all times.
2. The Licensee acknowledges that any violation of the Special Conditions of Use may result in the suspension or immediate termination of this License. The County, its agents, officers, employees and designees has the right, but not the obligation, to access the Premises for any reason whatsoever including for verifying compliance with all aspects of this License and/or towing of unauthorized vehicles throughout the term of this License.
3. The Premises shall be used solely and exclusively for parking of registered and operable vehicles. The Premises are as strictly depicted on Exhibit "A-2" of the License Agreement. No other use is permitted. The Premises will be licensed under standard County operational parking guidelines. No additional parking facilities are being licensed. The County will paint lines to delineate the east limits of the Premises. Should Licensee's use be found to extend east of that line, upon the County's request, Licensee shall install, or cause to be installed at Licensee's sole cost and expense, a temporary construction type fence to delineate the east limits of the Premises as depicted on Exhibit "A-2", atop the County's painted lines. A failure to timely erect the temporary construction fence upon request by the County may result in a termination of this License at the County's sole and absolute discretion.
4. The Licensee is agreeing to use the Premises "as-is" and understands that a portion of the Premises is not paved, striped, lit or otherwise improved as a parking lot. 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. The Licensee is solely responsible for instituting reasonable controls for the use of the grassed portion of the Premises as required for the Licensee's intended and orderly use of the Premises. Licensee is solely responsible for the safety and security of Licensee's guests and invitees and shall provide all appropriate security and traffic control as necessary. The County makes no representations or warranties as to the safety or suitability of the Premises for use by the Licensee.
5. The Licensee agrees that the Premises are strictly limited to the area identified in Exhibit "A-2". The Licensee acknowledges that: 1) its employees have historically parked, without County authorization, in the County's adjacent parking lots to the east and located outside of the Premises and; 2) a material consideration in granting this License is to provide the Premises as an authorized location for the Licensee's employees to temporarily park during construction of the 4<sup>th</sup> DCA project so that Licensee's employees cease the unauthorized parking upon County's real property located beyond the Premises. To that end, the Licensee understands that the County will strictly enforce unauthorized parkers by towing vehicles without notice at the vehicle owner's sole cost and expense.

6. The Licensee desires to ensure that only its employees utilize the Premises and agrees to implement a parking placard program. The Licensee agrees to manage the program by; 1) having each authorized parkers complete a vehicle registration form, 2) by placing upon each placard the license plate number(s) of the vehicles to which the placard belongs, and 3) sharing the vehicle registration forms with the County no later than June 13, 2016 (initially) and then as updated throughout the term of the License. The Licensee has the sole responsibility for implementation of the parking placard program and should not anticipate nor rely on the County for any assistance in implementation.
7. Licensee is solely responsible for vehicle safekeeping and security. 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.
8. Licensee is cautioned that vehicles that are not removed by the daily end time may be towed at the vehicle owner's sole cost and expense. Licensee shall remain responsible for the safekeeping and securing of all vehicles. Licensee shall be solely responsible for all costs, claims, demands or actions arising from towed vehicles, including but not limited to damage, destruction or theft. Licensee will contact William Dart at (561) 355-1755 to notify for any disabled vehicles which may remain on the premises beyond the permit hours.
9. Licensee shall be responsible for removing all litter and garbage from the Premises at the Premises on not less than a weekly basis. Litter and or garbage shall not be disposed of in County trash receptacles/dumpsters or left at the Premises or any adjacent County real property.
10. 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 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.
11. Licensee shall reimburse County within ten (10) days of invoice date for all costs and expenses incurred by County as set forth in these special conditions.
12. Licensee is authorized to park only in designated/striped parking stalls at the Premises. No parking shall be permitted within driveways, drive aisles or other areas intended for vehicular circulation. Parking upon the unpaved portions of the Premises shall be prohibited unless and until a plan is provided to and approved by FDO in writing depicting the number of parking stalls and temporary/removable improvements to promote the orderly utilization of the applicable area(s) of the Premises.
13. 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, installation and removal of all signage regarding the use.

14. Licensee shall not post signs, banners, posters or any other displays on or in the Premises without the approval of the County Representative.
15. No food, beverages or other goods of any kind shall be sold, used or consumed at the Premises.
16. Smoking is prohibited on the Premises, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.
17. Licensee shall not employ alternative electrical power sources at the Premises.
18. Licensee shall not use or store, nor permit to be used or stored on the Premises, any substance or object prohibited by law or ordinance, or by standard fire insurance policies issued by companies operating in Florida, including any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha, or similar substances, or explosives of any kind.
19. Licensee shall not store, possess or use drugs or gambling devices at the Premises or permit others to do so.
20. Licensee shall not employ noise amplification devices at the Premises unless approved in writing by FDO.
21. All accidents or incidents occurring at the Premises shall be immediately reported by the Licensee to the County representative identified below.
22. 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:**

William Dart, office (561) 355-1755 – Cell (561) 909-5935  
Jimmy Beno, office (561) 233-0285

**Licensee Representatives:**

**DCF**

Clay Walker, office (561) 227- 6686, Cell (561) 246-0182

**DOH**

Andy Walker, office (561) 840-4522, Cell (561) 722-8716

23. Licensee acknowledges that the County has represented its intentions to perform striping, signage and other incidental maintenance improvements to the Premises, in part. Licensee agrees to fully cooperate toward the timely completion of this work, including but not limited to suspension of parking, removal of vehicles, removal of the temporary construction type fence, and other interim measures as requested by the County to accommodate work performance and completion. County commits in good faith to

schedule all such work in a manner that would minimize impact to Licensee's parking operations, to the maximum extent feasible.

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



**Exhibit A-2**  
**PREMISES**

