

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* 0.00	0.	0.	0.	0.
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No _____
 Does this item include the use of federal funds? Yes _____ No

Budget Account No:

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

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

* There is no fiscal impact with this item.

Lisa Park 11/14/12
 OFMB # 11/14

J. J. Jacobson 11/16/17
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 11/17/17
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

STANDARD EQUIPMENT USE AGREEMENT

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

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

SECTION ONE: EQUIPMENT USE AND TERM

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

This Agreement commences on November 20, 2017 and ends on the earlier of December 5, 2017, or immediately upon County notice of termination as set forth herein (the "Term"). The User shall discontinue use/return the Equipment at the conclusion of the Term.

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

SECTION TWO: COSTS

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

SECTION THREE: RISK OF LOSS AND DAMAGE

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

SECTION FOUR: INSURANCE AND INDEMNIFICATION

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

SECTION FIVE: NOTICES

All notices to the County concerning this Equipment Use Agreement shall be directed to the Business & Community Agreements Manager, Facilities Development & Operations, 2633 Vista Parkway, West Palm Beach, FL 33411-5603, BZnachko@pbcgov.org with a copy to Palm Beach County, Attn: County Attorney, 301 North Olive Avenue, 6th Floor, West Palm Beach, FL 33401, (561) 355-6461(fax). All notices to the User shall be directed to Jared Fleet, Event Manager, Palm Beach County Sports Commission, Inc., 2195 Southern Blvd., Suite 550, West Palm Beach, FL 33406 at JFleet@PalmBeachSports.com For purposes of this Agreement, notice shall be in writing, and may be provided by U.S. Mail, hand delivery, other delivery service, or by email.

SECTION SIX: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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

SECTION SEVEN: NO THIRD PARTY BENEFICIARY

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

SECTION EIGHT: NON-DISCRIMINATION


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

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

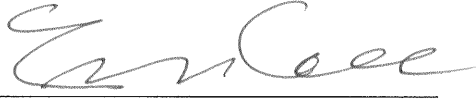
IN WITNESS WHEREOF, County and User have executed this Equipment Use Agreement, on the day and year first above written.

WITNESS

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

By: 

Witness Signature

By: 

Signature

JARED FLEET

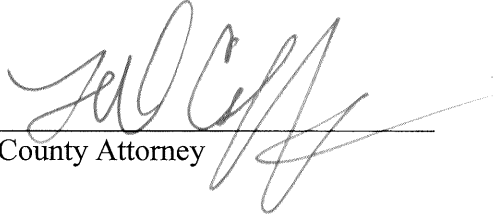
Witness Name

By: ERIC CALL PRESIDENT

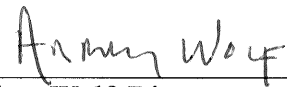
Print Name and Title


APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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

By: 

County Attorney

By: 

 Audrey Wolf, Director
Facilities Development & Operations

PALM BEACH COUNTY RISK MANAGEMENT DEPARTMENT

By: 

Scott Marting, Director

EXHIBIT "A"

Equipment Inventory
(Subject to change)

Motorola Radios

Asset#	Serial#	Model#	Valued
R-2559	687TGL1376	H67UCD9PW5BN	\$900.00
R-2816	687CNB1089	H67UCD9PW5BN	\$900.00
R-2250	687TGU5530	H67UCD9PW5BN	\$900.00
R-2838	687CNB1111	H67UCD9PW5BN	\$900.00
R-2830	687TCNB1103	H67UCD9PW5BN	\$900.00
R-2558	687TGL1375	H67UCD9PW5BN	\$900.00
R-2165	687TGJ2019	H67UCD9PW5BN	\$900.00
R-2186	687TGJ1906	H67UCD9PW5BN	\$900.00
R-2833	687CNB1106	H67UCD9PW5BN	\$900.00
R-2185	687TGJ1905	H67UCD9PW5BN	\$900.00
R-2184	687TGJ1903	H67UCD9PW5BN	\$900.00
R-3183	687CQR0916	H67UCD9PW5BN	\$900.00
R-2468	687CJK3590	H67UCD9PW5BN	\$900.00
R-2940	687CNT2010	H67UCD9PW5BN	\$900.00
R-2870	687CNB1143	H67UCD9PW5BN	\$900.00
R-2251	687TGU5531	H67UCD9PW5BN	\$900.00
R-2555	687CKF1580	H67UCD9PW5BN	\$900.00
R-2183	687TGJ1902	H67UCD9PW5BN	\$900.00
Multi-unit charger			
R-3341		WPLN4121BR	\$700.00
R-3342		WPLN4121BR	\$700.00
R-3343		WPLN4121BR	\$700.00
TOTAL REPLACEMENT COST			\$18,300.00

EXHIBIT "B"
Special Conditions of Equipment Use Agreement

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

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

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

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

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

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

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

5. User acknowledges without waiving the right to sovereign immunity as provided by Florida Statutes 768.28, that User is self-insured for general liability and automobile liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. In the event that User maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Florida Statutes 768.28. User shall maintain said insurance policy at limits not less than \$500,000 each occurrence. User shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents. The additional insured endorsement shall provide coverage on a primary basis. Compliance with the foregoing insurance requirements shall not relieve User of its liability and obligations under this License Agreement. User's self-insurance or general liability insurance shall be primary with respect to any coverage afforded to or maintained by the County.

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



PALMBEA-09

DCONRAD

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 09/22/2017

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Plastridge Insurance Agency 10337 N. Military Trail Palm Beach Gardens, FL 33410	CONTACT NAME: PHONE (A/C, No, Ext): (561) 630-4955 FAX (A/C, No): (561) 630-4966 E-MAIL ADDRESS: palmbeachdocs@plastridge.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Palm Beach County Sports Commission, Inc. 2195 Southern Blvd., Suite 550 West Palm Beach, FL 33406-2339	INSURER A: Philadelphia Indemnity Ins Co. 18058 INSURER B: Technology Insurance Company INSURER C: Federal Insurance Company 20281 INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:	X		PHPK1558270-1	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		PHPK1558270-1	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB558279-1	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC3662892	10/01/2017	10/01/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officers			PHSD1184577	10/01/2017	10/01/2018	Limit 1,000,000
C	Crlme			82111718	10/01/2017	10/01/2018	Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Palm Beach County Board of County Commissioners are included as Additional Insured with respects to General Liability as required by written contract

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commissioners c/o Glenn Jergensen 2195 Southern Blvd., Suite 500 West Palm Beach, FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by FEI/EIN Number

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

Filing Information

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

Principal Address

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

Changed: 02/21/2011

Mailing Address

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

Changed: 02/21/2011

Registered Agent Name & Address

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

Name Changed: 02/02/2010

Address Changed: 02/21/2011

Officer/Director Detail

Name & Address

Title Executive Director

LINLEY, GEORGE

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

Title Secretary, Treasurer

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

Title VP

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

Title President

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

Annual Reports

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

Document Images

04/07/2017 -- ANNUAL REPORT	View image in PDF format
04/06/2016 -- ANNUAL REPORT	View image in PDF format
02/18/2015 -- ANNUAL REPORT	View image in PDF format
02/18/2014 -- ANNUAL REPORT	View image in PDF format
05/01/2013 -- ANNUAL REPORT	View image in PDF format
06/06/2012 -- Merger	View image in PDF format
02/07/2012 -- ANNUAL REPORT	View image in PDF format
02/21/2011 -- ANNUAL REPORT	View image in PDF format
02/02/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
04/11/2008 -- ANNUAL REPORT	View image in PDF format
04/02/2007 -- ANNUAL REPORT	View image in PDF format
03/06/2006 -- ANNUAL REPORT	View image in PDF format
03/18/2005 -- ANNUAL REPORT	View image in PDF format
04/19/2004 -- ANNUAL REPORT	View image in PDF format
04/04/2003 -- ANNUAL REPORT	View image in PDF format
04/24/2002 -- ANNUAL REPORT	View image in PDF format
04/10/2001 -- ANNUAL REPORT	View image in PDF format
06/06/2000 -- ANNUAL REPORT	View image in PDF format
05/06/1999 -- ANNUAL REPORT	View image in PDF format

04/15/1998 -- ANNUAL REPORT	View image in PDF format
05/02/1997 -- ANNUAL REPORT	View image in PDF format
03/25/1996 -- ANNUAL REPORT	View image in PDF format
06/05/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations