

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

Meeting Date: January 23, 2018	[X] 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 December 8, 2017, with AARP (Mid-County and North-County Senior Centers); and
- B. Standard License Agreement for Use of County-Owned Property dated December 8, 2017, Elizabeth L. Dennis (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 December 8 2017 have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator or her designee. The Standard License Agreements were approved in accordance with R2010-0333, as amended and approved by the Board on October 1, 2013. 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 authority 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:

- A. Standard License Agreement for Use of County-Owned Property dated December 8, 2017, with AARP (Mid-County and North-County Senior Centers); and
- B. Standard License Agreement for Use of County-Owned Property dated December 8, 2017, Elizabeth L. Dennis (North-County Senior Center).

Recommended By:  12/27/17

 Department Director Date

Approved By:  1/18/18

 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

Is Item Included in Current Budget: Yes _____ No ×
 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: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 1/5/18
 OFMB 1/4/18 1141B 1151K

[Signature] 1/16/18
 Contract Development and Control 1/16/18

B. Legal Sufficiency:
[Signature] 1/17/18
 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 DECEMBER 8, 17, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and AARP, 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, 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:

AARP
ATTN: Procurement & Contract Management
601 E. Street N.W.
Washington , DC 20049

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: AARP, inc.

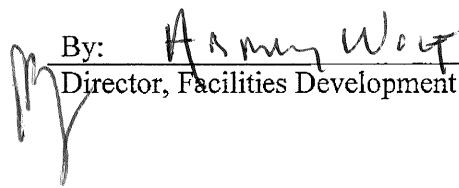
By: 
Signature


Printed Name

By:  11.09.17
Signature

Eileen Flores
Procurement Analyst
Procurement + Contract Mgmt.
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

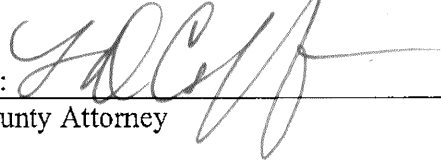
By: 
County Attorney

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: AARP, Attn: Procurement & Contract Mgmt
Address: 601 E Street NW
City: Washington State: DC Zip: 20049
Phone: () - Email: Fax# (562)421-2051
Name of the Authorized Representative : Eileen Flores, Procurement Analyst
Type of Entity: Public Agency Non-Profit Other
(Specify) _____

2. REQUESTED PROPERTY

Name of Property: North County Senior Center
Mid County Senior Center
(Please include room or area requested) _____
Address: 5217 Northlake BLVD PBG 33418 & 3680 Lake Worth RD. Lake Worth 33461
City: _____ State: FL Zip: _____

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: \$15 member/ \$20 non

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

Driver safety class (classroom instruction 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: As is Tables As is 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 / senior center

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	\$	<u> </u>
<input type="checkbox"/>	Service Costs	\$	<u> </u>
<input type="checkbox"/>	Other Costs	\$	<u> </u>

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.

Eileen Flores

Date: 11.09.17

Signature of Authorized Representative

AARP
Eileen Flores, Procurement Analyst
Procurement & Contract Mgmt.

Printed Name and Title of Authorized Representative

APPROVED BY:

Anthony Wang
Director, Facilities Development & Operations Department

Date: 12/8/17

OTHER DEPARTMENTAL REVIEW (If necessary):

Janis Mayhew
Signature of Director Senior Services

Date: 11/15/17

EXHIBIT "A-1"

Special Conditions of Use re Standard License Agreement For Commercial Activity

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:

Mid-County: (561) 233-4450
Tina Austin, Community Center Manager
Jacque Uceda, Assistant Community Center Manager

North County: (561) 776-2051
Tim Yates, Community Center Manager
Patty Jordan, Assistant Community Center Manager

West County: (561) 996-2051
Willie Miller, Community Center Manager

- If after 5:00p.m. or on the weekends to the County's Division of Emergency Management 24-Hour Communication 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 License will not realize a profit from the use.
4. The requirements of paragraph 11 are waived.
5. The permitted dates of use are as follows:

Mid County Senior Center (8:45am – 3:30pm)

1/5/18	2/2/18	3/2/18
4/6/18	5/4/18	6/1/18
7/6/18	8/3/18	9/7/18
10/5/18	11/2/18	12/7/18

North County Senior Center (9:00am – 4:00pm)

1/22/18	2/26/18	3/19/18
4/16/18	5/21/18	6/18/18
7/16/18	8/20/18	9/24/18
10/15/18	11/12/18	

6. Commencement of use of the premises indicates acceptance, by the licensee, of the special conditions of the use set forth herein.
7. The AARP will be charging \$15.00 for AARP members and \$20.00 for non-members.

11/2/2017

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 undersigned 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 AARP Driver Safety class (Activity) at the North County Senior Center (Facility). This request is being made since this Activity: (i) is for the purpose of promoting community interest and welfare and (ii) the undersigned (Applicant) will not realize a profit based on its use of the Facility, as explained by the following:

Promotion of Community Interest And Welfare.

This Activity 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 this Activity 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.

Applicant Will Not Realize A Profit.

Each person participating in the Activity will be charged a participation fee of \$15 for members of AARP and \$20 for non-members (Participation Fee). The Participation Fee is charged to cover the costs of the Activity materials, including a safe driver training book and the exam fee of \$10 for each participant to be certified as a safe driver

Sincerely,

Eileen Flores

Applicant

AARP

Eileen Flores, Procurement Analyst
Procurement & Contract Mgmt.

11.09.17



November 09, 2017

Terry Hearn
Palm Beach County
Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

Reference: Signatory Authority

Dear Terry Hearn,

This letter is to confirm that Eileen Flores, Procurement Analyst, Procurement & Contract Management located in Lakewood California, has signature authority to execute contracts on behalf of AARP.

For further questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, which appears to read "Christina Najjar". The signature is written in a cursive style.

Christina Najjar
Director, Procurement Operations
Procurement & Contract Management
601 E Street NW
Washington, DC 20049
Office: B9-600
Phone: 202-434-3183

Enclosures

/cn ll ef

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

This License Agreement made and entered into DECEMBER 8/2017, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Elizabeth L. Dennis, hereinafter referred to as "Licensee".

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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.

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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:

Elizabeth L. Dennis
5130 CLUB ROAD
HAVERHILL, FL 33415

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**

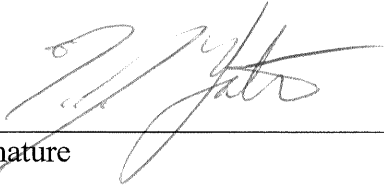
If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.


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.

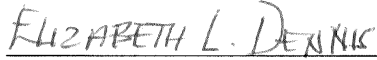
WITNESS:

By: 
Signature

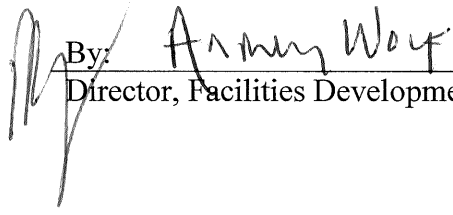

Printed Name

LICENSEE:

By: 
Signature


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**

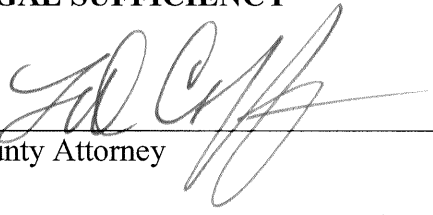
By: 
County Attorney

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: Elizabeth L. Dennis

Name of Organization/Licensee: _____

Address: 5130 Club Road

City: Haverhill State: FL Zip: 33415

Phone: (561) 684 – 5860 Email ELDENNIS@COMCAST.NET

Name of the Authorized Representative : _____,

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

2. REQUESTED PROPERTY

Name of Property: North County Senior Center
(Please include room or area requested)

Address: 5217 Northlake Boulevard

City: Palm Beach Gardens State: FL Zip: 33418

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: \$6.00 pp
Detailed description of the nature and purpose of use (attach additional sheets as necessary):
Beginning Bridge classes

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: Mondays and Tuesdays -12/29/2017- 12/29/2018
Time(s) of Use: 12 : 00 PM - 4 : 30 PM

6. EQUIPMENT

Amount of Equipment Requested: 9 Tables 36 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: _____

9. ADVERTISING

Will the event be advertised to the Public? Yes No

If yes, by what means?: Radio TV Other NCSC newsletter


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

1. FEES AND ADDITIONAL CHARGES

- License Fees \$ WAIVED
- Custodial Fees \$ _____
- Service Costs \$ _____
- Other Costs \$ _____

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

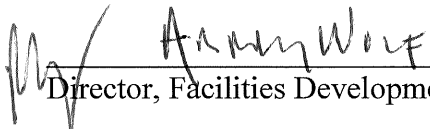
By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.


 Signature of Authorized Representative

Date: 11-21-17

ELIZABETH L. DENNIS - DIRECTOR
 Printed Name and Title of Authorized Representative

APPROVED BY:


 Director, Facilities Development & Operations Department

Date: 12/8/17

OTHER DEPARTMENTAL REVIEW (If necessary):


 Signature of Director of Department

Date: 11-21-17

EXHIBIT "A-1"

Special Conditions of Use re Standard License Agreement For Commercial Activity

EXHIBIT "A-1"

Special Conditions of Use

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) Timothy Yates, North County Senior 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) Timothy Yates, North County Senior 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. Estimated number of participants including staff/volunteers: 36
4. Licensee acknowledges that there is an inherent risk in serving/providing food to persons known and unknown and that the Licensee 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.

Licensee shall take reasonable measures to warn invitees and guests with food allergies concerning the potential presence of allergens. Licensee assumes all risks associated with the service of food including food allergies, contamination and other risks inherently associated with serving food products.

5. Licensee shall charge a participation fee per class. The use is to promote community interest and welfare. Therefore, license fee is waived.
6. Any amount collected in excess of \$175 will be turned over to the Senior Center.
7. As per Palm Beach County's Risk Management, the requirements of paragraph 11 are waived.
8. Commencement of use of the Premises indicates acceptance, by the Licensee, of the Special Conditions of Use set forth herein.

Tuesday, Nov. 21,2017
North County Senior Center
5217 Northlake Blvd.
Palm Beach Gardens, FL 33418

**SUBJECT: Promotion of Community Interest and Welfare
Applicant Will Not Realize a Profit**

To Whom It May Concern:

The undersigned 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 Bridge Classes (Activity) at the North County Senior Center (Facility). This request is being made since this Activity: (i) is for the purpose of promoting community interest and welfare and (ii) the undersigned (Applicant) will not realize a profit based on its use of the Facility, as explained by the following:

Promotion of Community Interest And Welfare:

This Activity is being provided as part of the Senior Center's recreational programming, and will provide seniors with wellness programming opportunities. The provision of this Activity is in line with the Senior Center's goal of providing classes, activities and programs to promote healthy/recreational living for seniors fifty-five (55) years and older.

Applicant Will Not Realize A Profit

The market cost of participating in a Bridge class is on average \$20.00 per class per participant. The Activity is being offered at a below rate of \$6.00 per class. Typically, a Bridge Instructor is paid approximately \$175.00 per class for a total of 8 participants. The \$20.00 per class fee covers extraneous related costs incurred by the instructor for certification, educational books, class material and equipment, and marketing costs to expand program awareness on behalf of the North County Senior Center. My fee for providing this Activity will be \$6.00 per class (Fee) per participants which will be paid via the collection of Participation Fees. Based on the number of participants who attend other Senior Center Bridge Classes it is anticipated that there will be approximately twenty to twenty-four participants per class. Thus, if the Participation Fees collected are in excess of \$175.00 per class, I agree that those Participant Fees in excess of \$175.00 shall be paid directly to the Senior Center.

Sincerely,


Elizabeth Dennis

11-21-17
Date