

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: May 1, 2018

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 March 8, 2018, with USNSCC Region 6-5, Inc., (Eagle Academy) and;

B. Standard License Agreement for Use of County-Owned Property dated March 2, 2018, with Sun Fest of Palm Beach County, Inc. (Judicial Center parking garage and surface lot, Governmental Center parking garage and 4<sup>th</sup> Street parking lot).

**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 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:**

1. Standard License Agreement for Use of County-Owned Property dated March 8, 2018, with USNSCC Region 6-5, Inc. (Eagle Academy) and;

2. Standard License Agreement for Use of County-Owned Property dated March 2, 2018, with Sun Fest of Palm Beach County, Inc. (Judicial Center parking garage and surface lot, Governmental Center parking garage and 4<sup>th</sup> Street parking lot).

Recommended By:	<u>MB</u>	<u>Army Wong</u>	<u>3/30/18</u>
		Department Director	Date
Approved By:		<u>W Baker</u>	<u>4/24/18</u>
		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	<u>(\$28,700)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>(\$28,700)</b></u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No:

Fund 0001 Dept 410 Unit 5290 Revenue Source 6999 \$1,700  
 Fund 0001 Dept 410 Unit 5250 Revenue Source 6999 \$27,000

**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] 4/18/18  
 OFMB [Signature] 4/11/18  
[Signature] SP4/11  
Alv

[Signature] 4/23/18  
 Contract Development and Control  
4/23/18

**B. Legal Sufficiency:**  
[Signature] 4/23/18  
 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 March 8/2018, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and USNSCC Region 6-5, Inc., hereinafter referred to as "Licensee".

**WITNESSETH:**

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

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

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

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

**1. Premises**

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

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

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

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

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

3. **License Fee**

No License Fee is assessed as the activity is to promote community interest and welfare and the Licensee will not realize a profit from the activity. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.

4. **Termination**

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

5. **Waste or Nuisance**

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

6. **Governmental Regulations**

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

7. **Non-Discrimination**

The Licensee warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin,

ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information.

8. **Surrender of Premises**

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

9. **Maintenance and Repair**

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

10. **Indemnification of County**

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

11. **Insurance**

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

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

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

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

12. **Utilities**

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

13. **Rules of Premises**

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

14. **Subcontracting**

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

15. **Entire Agreement**

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

16. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by

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

(a) If to the County at:

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

with a copy to:

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

(b) If to the Licensee at:

USNSCC Region 6-5, Inc.  
6963 Wilson Rd  
West Palm Beach, FL 33413

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.

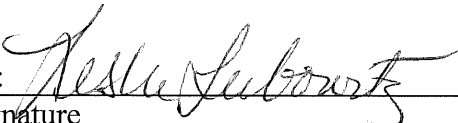
(Space left blank intentionally)



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


**WITNESS:**

**LICENSEE:**

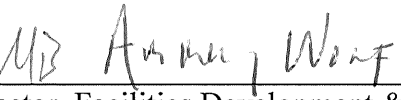
By:   
Signature

By:   
Signature

Leslie Leibowitz  
Printed Name

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

**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**

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

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

We will have about 15 adult officers, 15 staff cadets (ages 15-18), and 120 cadets recruits (ages 13-16). The training includes PT (physical training), classroom work, and multiple trips to military sites, as well as some recreational trips.

Our program will start on June 8, 2017 and complete the program on June 17, 2017. In the past I believe that the adjacent prison has provided food and laundry services, and we will have arranged with the Sheriff's Department to so that this can be arranged for this year too.

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

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

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

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

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

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

**1. USER/APPLICANT**

Name of Applicant: LCDR Jeff Leibowitz, USNSCC  
Name of  
Organization/Licensee: USNSCC Region 6-5, Inc.  
Address: 6963 Wilson Rd  
City: West Palm Beach State: FL Zip: 33413  
Phone: (954) 990 - 1670 Email: rd@flseacadets.org  
Name of the Authorized Representative : LCDR Jeff Leibowitz, President  
Type of Entity:  Public Agency  Non-Profit  Other  
(Specify) \_\_\_\_\_

**2. REQUESTED PROPERTY**

Name of Property: Eagle Academy - Belle Glade  
(Please include room or area requested)  
Address: 38771 James Wheeler Way  
City: Belle Glade State: FL Zip: 33430

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

Training  Educational  Recreational  Meeting  
 Non-profit Event  Other \_\_\_\_\_

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: \$220.00  
Estimated Number of Attendees (including User/Staff/Attendees): 120  
Detailed description of the nature and purpose of use (attach additional sheets as necessary):  
Recruit Training Program for United States Naval Sea Cadet Recruits

**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: 06/08/18 - 06/17/18  
Time(s) of Use: 7 : 00 AM - 12 : 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: none  
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: none

**9. ADVERTISING**

Will the event be advertised to the Public?  Yes  No

If yes, by what means?:  Radio  TV  Other \_\_\_\_\_

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

**1. FEES AND ADDITIONAL CHARGES**

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

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

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

  
\_\_\_\_\_  
Signature of Authorized Representative

**Date:** 26 Feb 2018

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

**APPROVED BY:**

\_\_\_\_\_  
Director, Facilities Development & Operations Department

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

OTHER DEPARTMENTAL REVIEW (If necessary):

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

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

## EXHIBIT "A-1"

Special Conditions of Use for Application for Use  
of Palm Beach County-Owned Property for Commercial Activities  
USNSCC Region 6-5, Inc.  
June 8 – 17, 2018

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1. User/Licensee acknowledges that the County uses the property immediately adjacent to the Premises for the operation of the West County Jail. In light of the foregoing, User/Licensee shall take measures to ensure that: (i) User/Licensee's use does not interfere with the operation of the West County Jail; (ii) all Participants stay a minimum of 20 feet from the adjacent property's fence line; (iii) no Participant throws any object over the adjacent property's fence line; (iv) no Participant approaches the adjacent property's fence line; and (v) no Participant trespasses onto the adjacent property. Notwithstanding anything in the foregoing to the contrary, User Licensee acknowledges that it has obtained permission from the Palm Beach County Sheriff's office to use the track located to the west of the Premises; provided however, User/Licensee shall not permit Participant's to go any further west than the actual track.
  2. User/Licensee acknowledges that the activity is for: (i) the purpose of promoting community interest and welfare and (ii) that User/Licensee will not realize a profit based on its use.
  3. County will provide User/Licensee with 5 access cards to the Premises that will provide User/Licensee with ingress/egress to and from the Premises on a 24 hour per day basis from June 8, 2018 at 7:00 a.m. through June 17, 2018 at 12:00 p.m. User/Licensee shall only access the Premises via the front entry. User/Licensee shall be responsible for arranging access into the Premises for its Participants. User/Licensee shall return the 5 access cards to the County's Representative once the User/Licensee surrenders the Premises on June 18, 2018. In the event User/Licensee does not return all 5 access cards then Licensee shall remit to the County \$7.00 for each access card that is not returned ("Lost Access Card Fee"). The Lost Access Card Fee shall be remitted to the County's Representative when the Premises are surrendered.
  4. Estimated number of participants is 120 cadets and approximately 10-15 adults.
  5. The User/Licensee's Representative shall be available at the requested Time of Use for an on-site meeting with the County's Representative or his/her designee in order to document the condition of the Premises prior to the requested Time of Use and to obtain access cards and instructions regarding the use of the Facility. Furthermore, the same person shall be available at the end time stated on the Application for an on-site meeting with the County's Representative or his/her designee in order to document the condition of the Premises at the completion of the User/Licensee's use. County's Representative shall use the Facility Inspection Checklist, attached hereto, in order to document the pre-meeting and post-meeting condition of the Premises and shall send such report to the Business and
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Community Agreements Manager via email at [PBCFacilityusepermit@pbvgov.org](mailto:PBCFacilityusepermit@pbvgov.org). The User/Licensee Representative shall contact the Division of Facilities Management West County Region at 561-996-4800 or 561-992-1221 to set up the facility entry site inspection and the facility exit site inspection with a minimum of one (1) hour notice to the County's Representative.

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

<http://www.fda.gov/Food/ResourcesForYou/Consumers/ucm255180.htm>,

[http://www.fsis.usda.gov/Fact\\_Sheets/Barbecue\\_Food\\_Safety/index.asp](http://www.fsis.usda.gov/Fact_Sheets/Barbecue_Food_Safety/index.asp),

[http://www.fsis.usda.gov/Fact\\_Sheets/Safe\\_Food\\_Handling\\_Fact\\_Sheets/index.asp](http://www.fsis.usda.gov/Fact_Sheets/Safe_Food_Handling_Fact_Sheets/index.asp).

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

13. The User will be responsible for all custodial needs. User shall supply any and all cleaning products necessary for User to scrub/clean all bathrooms, toilets and shower stalls prior to the surrender of the Premises.
  14. County will not be providing any linens, towels or bedding materials.
  15. In the event there is an emergency matter, including emergency facility matters (i.e. air conditioning, plumbing) that occurs between 5:00 p.m. and 7:30 a.m. the User/Licensee shall immediately report such matter to the County's Division of Emergency Management 24-Hour Communications Center at 561-712-6428.
  16. All accidents or incidents at the Premises shall be immediately reported by the User/Licensee as follows: (i) Monday through Friday between 7:30 a.m. and 5:00 p.m. to the Division of Facilities Management West County Region at 561-996-4800; and (ii) Monday through Friday 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.
  17. User/Licensee shall not photograph, videotape or film either the exterior or interior of the Premises without the prior written consent of the Department of Facilities Development and Operations.
  18. 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: Jim Alexander** (Office) 561-996-4800 / (Cell) 561-512-4460  
**User/Licensee's Representative: Jeff Leibowitz** (Cell) 954-290-1655
  19. User/Licensee shall not post signs, banners, posters or any other displays on, in, or leading up to the Premises or affix decorations to walls or ceilings without the approval of the FDO.
  20. No alcoholic beverages shall be sold, used or consumed at the Premises.
  21. Smoking is prohibited on the Premises, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.
  22. User/Licensee shall not employ alternative electrical power sources without the approval of the FDO.
  23. User/Licensee shall not employ noise amplification devices unless approved by FDO.
  24. User/Licensee shall not store, possess or use drugs or gambling devices at the Premises or permit others to do so.
  25. User/Licensee shall be responsible for all deliveries of equipment or other objects to the Premises.
-



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

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



# U.S. NAVAL SEA CADET CORPS



REGION 6-5 – SOUTHEAST FLORIDA  
LCDR Jeff Leibowitz, USNSCC – Regional Director  
USNSCC Region 6-5, Inc. – A 501(c)(3) Non-Profit Foundation  
6963 Wilson Road | West Palm Beach | Florida 33413-2339  
P: (561) 771-6208 | F: (954) 602-9191 | [www.flseacadets.org](http://www.flseacadets.org)

26 February 2018

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

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

To whom it may concern:

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

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

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

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

Respectfully,

A handwritten signature in black ink, appearing to read "Jeff Leibowitz".

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

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

This License Agreement made and entered into MARCH 2, 2018, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Sunfest of Palm Beach County, 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, or termination in accordance to the terms of this License Agreement.

3. **License Fee**

The Licensee shall pay the License Fee identified on the Application as determined by the County, together with applicable sales taxes thereon. Additional charges may accrue 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 or expression, or genetic information.

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 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".

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:

Sunfest of Palm Beach County, Inc.  
525 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**

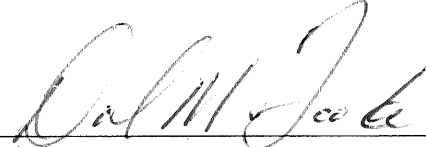
No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

(This space left blank intentionally)



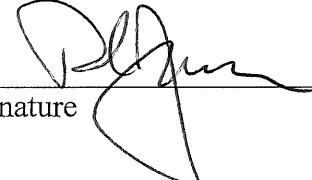
IN WITNESS WHEREOF, County and Licensee have executed this License Agreement, or have caused the same to be executed as of the day and year first above written.

**WITNESS:**

By:   
Signature

Daniel M. Goode  
Printed Name

**LICENSEE:**

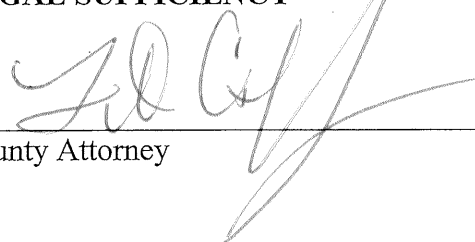
By:   
Signature

Paul Jamieson, EXECUTING DIRECTOR  
Print Name and Title

**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**

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**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: Sunfest of Palm Beach County, Inc.  
Name of  
Organization/Licensee: Sunfest of Palm Beach County, Inc.  
Address: 525 Clematis Street  
City: West Palm Beach State: FL Zip: 33401  
Phone: (561) 837 - 8067 Email: dgoode@sunfest.com  
Name of the Authorized Representative : Dan Goode, Event Director  
Type of Entity:  Public Agency  Non-Profit  Other (Specify) \_\_\_\_\_

**2. REQUESTED PROPERTY**

Name of Property: Judicial Center Parking - See special conditions  
(Please include room or area requested)  
Address: 505 Banyan Blvd.  
City: West Palm Beach State: FL Zip: 33401

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

Training  Educational  Recreational  Meeting  
 Non-profit Event  Other parking

Does Use include the sale of Goods and/or Services?  Yes  No  
Will User charge an Admission Fee and/or Participation Fee?  Yes  No  
Amount to be charged for Admission Fee and/or Participation Fee: TBD  
Detailed description of the nature and purpose of use (attach additional sheets as necessary):  
Parking for Sunfest

#### 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: May 3, 2018 / May 4, 2018 / May 5, 2018 / May 6, 2018 /  
Time(s) of Use: 5pm – 2am / 5pm – 2am / 9am – 2am / 9am – 2 am

#### 6. EQUIPMENT

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

#### 7. ADDITIONAL USERS

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

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

#### 8. VENDORS

List all vendors of the Event: United Parking (Certificate of Insurance required - See Special Conditions #15)

**9. ADVERTISING**

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


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

**1. FEES AND ADDITIONAL CHARGES**

<input checked="" type="checkbox"/>	License Fees	\$	27,000.00
<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 attached hereto and made a part hereof.

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: \_\_\_\_\_

Paul Jamison Executive Director  
Printed Name and Title of Authorized Representative

**APPROVED BY:**

Ann Mary Wolf  
\_\_\_\_\_  
Director, Facilities Development & Operations Department

Date: 3/2/18

OTHER DEPARTMENTAL REVIEW (If necessary):

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

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

## Exhibit "A"

### Special Conditions of Use

1. The license is being granted for the use of the following Premises:
  - a. Judicial Center parking garage and adjoining surface lot located at 505 Banyan Blvd.;
  - b. Governmental Center parking garage located at 215 N. Olive Avenue; and
  - c. Lot 4, 401 N. Olive Avenue

The intended purposes are for parking only. No other use is permitted. The Premises will be operated under standard County operational parking guidelines.

2. Use of any other County owned/operated parking-related facilities/locations, including but not limited to, break rooms, parking booths, restrooms, etc., are **not** permitted and are **not** included within this License Agreement.
  3. The maximum parking capacity for the Judicial Center Parking Garage is 1,811, Governmental Center Garage, 538, and Lot 4 (both public metered and employee section) is 334. The approximate total number of parking spaces in all locations combined is 2,683 spaces. Licensee will be solely responsible for monitoring capacity and ensuring that the use does not exceed capacity. There shall be no parking except in designated, marked, parking spaces. Parking on grass, along curbs, in loading zones, access aisles or in below mentioned (Article #4) Government center reserved parking spaces is not permitted.
  4. Government Center Garage reserved parking spaces: 5<sup>th</sup> level, Government Center garage shall be coned off for county vehicle use only for entire contracted use dates/times. 2<sup>nd</sup> and 3<sup>rd</sup> level reserved parking spaces may be utilized by Sunfest during contracted times with the exception of spaces 214 through 226-A.
  5. Included within this license agreement are 100 Judicial Center parking garage roof spaces that may be utilized during normal garage operational hours on Thursday 05/03 and Friday 05/04/18 for Sunfest set up staff. These parking spaces are not guaranteed and their use will be on a first come/first parked basis. Sunfest must provide sequentially numbered and dated entrance/exit passes for these individuals for each day. Passes will be collected by county parking staff if individual exits prior to 7:00 p.m. Sunfest staff parkers who upon exit prior to 7 p.m. are not in possession of this pass will be charged the normal JC Garage operational parking fee.
  6. Notwithstanding anything herein to the contrary, Licensee shall permit parking at no cost, for participants in Court, County, Admin, or other Judicial and/or Government complex sanctioned programs, on all dates included within contract between 6:00 am and 5:00 pm. Furthermore, Employees of such required to work during Sunfest parking operation hours shall be permitted to park at any of the facilities without charge.
  7. The Licensee will assume all safety and security duties and responsibilities relating to the Premises during the authorized hours of use as set forth in this Agreement. The Licensee will assume and be solely responsible for the safety and security of the licensed Premises, all vehicles, Licensee's vendors, employees, agents, contractors and volunteers, and all public users of the Premises continuing for so long as any vehicle parked at the Premises during the licensed use remains in the Garage and ending when all vehicles are removed.
-

8. During the entire time of the requested use, Licensee shall place signs clearly posted at the entrances of both the Judicial Center and the Governmental Center garage that states: (i) the exact time that the garage will open; 2) that all vehicles must be removed by 1:00 am, and (ii) in the event a vehicle is left in the Premises after 1:00 am, the vehicle may be retrieved from the Premises on the next day that the facility is open to the public. Lot 4 being an open lot is the exception to this as the barrier gates shall remain raised until the following business day for normal County operation.
  9. Licensee shall be responsible for the placement and removal of all signage regarding the licensed use on a daily basis.
  10. User shall pay a fee in the amount of \$27,000.00 for use of the facilities and costs incurred by the County. Applicant shall deliver payment at least five (5) business days prior to the first date of use, to Facilities Development & Operations, C/O Business & Community Agreements Manager, 2633 Vista Parkway, West Palm Beach, FL 33411. **Please note:** Checks shall be made payable to Board of County Commissioners Palm Beach County
  11. Prior to the first day of use and prior to placing any signage in or on the Premises, User/Licensee shall coordinate an on-site visit with the County's Parking coordinator William Dart. Licensee/User shall comply with any additional conditions or instructions for usage which may be given during or result from such on-site visit.
  12. Licensee will provide staff at each facility entrance gates when in operation to collect pre-sold parking passes and any on-site parking fees from Sunfest attendees. Any entrance in operation must have two (2) Sunfest provided staff members.
  13. County will provide staff onsite for the duration of license to open and then close the facility as well as oversee the County owned parking facility equipment and grounds and to ensure safe and correct operation of equipment only.
  14. Licensee is solely responsible for staffing of gates and collection of revenue generated by Sunfest attendees.
  15. If Licensee employs a vendor in connection with the permitted use of the Premises, then such vendor shall provide and maintain at its sole cost and expense, in a form and content acceptable to the County: (i) Commercial General Liability Coverage at a limit of liability of not less than \$1,000,000 Each Occurrence; (ii) Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes; and (iii) Garagekeeper's Liability Coverage with minimum limits of \$100,000 per occurrence against Comprehensive and Collision/Upset causes of loss. When a per vehicle sublimit applies, the minimum sublimit shall be \$50,000 per vehicle. An "on-hook" endorsement, or similar coverage, shall have a minimum limit of \$50,000 per vehicle providing physical damage legal liability for the same causes of loss above on any vehicle while in tow. Any per vehicle or per occurrence deductible shall be the vendor's responsibility. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis. Notwithstanding the foregoing, County may require additional coverage(s) of the type(s) and in the amount(s) specified by the County based upon the requested use.
  16. The Judicial Center Garages 4<sup>th</sup> level crossover bridge and Courthouse side escalator landing tower will not be available for pedestrian use during this event and will be secured at 7:00 pm each weekday
-

evening and not opened on the weekend.

17. The Judicial Center Garage parking ticket dispensers will be disabled and the entrance gates opened for Sunfest operations at 5:00 pm and closed at 2:00 am on Thursday, May 3, 2018. They will be open for Friday, May 4, 2018, at 5:00pm and remain so until Sunday, May 6, 2018 (2:00 am Monday – May 7, 2018). Governmental Center and Lot 4 overhead and barrier gates will follow the same above schedule unless otherwise requested by Licensee during operating times. Governmental Center and Lot 4 multi space parking meters will be covered during Sunfest contracted use.
  18. Weekday operations, Sunfest parking operations only: Thursday May 3<sup>rd</sup> and Friday May 4<sup>th</sup>. Sunfest attendees who have paid to enter the Judicial facility after 5pm but leave prior to the garage's normal weekday closing time of 7pm, must show Sunfest parking receipt to exit without charge. Sunfest attendees who have entered the facility prior to 5pm and exit prior to 7pm will be charged the normal operational parking fee.
  19. Licensee shall be responsible for providing emergency access to the Premises during each period of licensed use as set forth in this Agreement. Licensee shall coordinate with the City of West Palm Beach Police Department regarding the foregoing.
  20. The City of West Palm Beach Police Department is responsible for responding to emergencies at the Premises during the hours of licensed use pursuant to this Agreement.
  21. Licensee is required to provide the County with evidence of extra duty permit officers from the Palm Beach County Sheriff's Office (PBSO) for the patrolling of the Premises during the entire time of the licensed use. Licensee shall arrange and pay for a minimum of two (2) Deputy Sheriffs with a PBSO vehicle during the times specified below. The Licensee shall be required to contact the PBSO Contract Office directly at 561-687-6817 or 561-687-6818 or visit the PBSO website to obtain the Application for Extra Duty Police Service and shall email proof of the permit issuance and staffing to [nrestrepo@pbcgov.org](mailto:nrestrepo@pbcgov.org), prior to the first day of use. Failure to obtain and provide proof shall result in cancellation of the license.  
The off duty officers should be on site from 6:00pm to 4:00am on Thursday and Friday, and from 10:00am to 4:00am on Saturday and Sunday.
  22. Licensee shall (i) remove any litter from the Premises on a daily basis and (ii) keep the Premises clean and clear of litter so as to prevent it from becoming unsightly. Litter shall not be disposed of in County trash receptacles/dumpsters and shall be removed from the Premises. Licensee shall be solely responsible for the costs of litter and trash collection/disposal resulting from the licensed use.
  23. Licensee shall be solely responsible for all costs and expenses incurred by the County in returning the Premises to its original condition, which shall include, but not be limited to, the cost of towing abandoned vehicles and all costs and expenses of cleaning up litter or debris following the use.
  24. Licensee must provide routine spill maintenance and/or barricade off areas of the Premises that become unsafe, slippery or wet during the licensed use until such time that Licensee has appropriately addressed and cleaned the area.
  25. Any damage to the Garage, the parking surface, the parking gates, booths, parking meters and/or any other part of the Premises/facility, and/or incident, accident, or injury occurring on the Premises, or at the entrances/exits of the Premises, requiring a police or emergency response and occurring during the Licensee's use, must be immediately reported to the on-site County staff person, or to Facilities
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Management, at the contact number set forth below, prior to the Licensee leaving the Premises for the evening. Licensee is responsible for taking immediate action to barricade off damaged or unsafe areas from use, and post warning signs, or take such other steps as reasonably required in the situation to prevent further damage and/or injury to persons or property. County shall perform any necessary repairs and Licensee shall reimburse County for the costs of any damage to the facility occurring during Licensee's use, including damage to gates from vehicles exiting late after the event.

26. Licensee shall reimburse County within ten (10) days of invoice date for all costs and expenses incurred by County as set forth above.
27. Problems with the elevators, lights, or other facility related mechanical items occurring during the licensed use shall be reported to Facilities Management at the contact number set below and Command Center at: 561-355-6630.

## **28. Contact Information**

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:**

Keith Carter, Facilities Manager, at 561-355-2255 or William Dart, Parking Coordinator, at 561-355-1755, Cell 561-909-5935

### **User/Licensee Representative:**

Dan Goode at 561-315-6692

29. No alcoholic beverages shall be sold, used or consumed at the Premises.
30. Smoking is prohibited on the Premises, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.
31. User/Licensee shall not employ alternative electrical power sources without the approval of the FDO.
32. User/Licensee shall not store, possess or use drugs or gambling devices at the Premises or permit others to do so.
33. User/Licensee shall be responsible for all deliveries of equipment or other objects to the Premises.
34. 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”**

35. Commencement of use of the Premises indicates acceptance, by the User/Licensee, of the Special Conditions of Use set forth herein.
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