

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 19, 2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> 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 22, 2018, with South Florida Fair and Palm Beach County Expositions, Inc. (Vacant lot 9620 Weisman Way) and;
- B. Standard License Agreement for Use of County-Owned Property dated April 16, 2018, with West Palm Beach Community Redevelopment Agency (Judicial Parking Surface 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 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 22, 2018, with South Florida Fair and Palm Beach County Expositions, Inc. (Vacant lot 9620 Weisman Way) and
- 2. Standard License Agreement for Use of County-Owned Property dated April 16, 2018, with West Palm Beach Community Redevelopment Agency (Judicial Parking Surface lot)

Recommended By: AMW Ann May Wolf 5/16/18
Department Director Date

Approved By: JPB John P. Bell 6/7/18
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	694.00				
External Revenues	(694.00)				
Program Income					
(County)					
In-Kind Match (County					
NET FISCAL IMPACT	0.00	0.00	0.00	0.00	0.00
# ADDITIONAL FTE					
POSITIONS					
(Cumulative)					

Is Item Included in Current Budget:YesxNo

Does this item include the use of federal funds?YesNoX

Budget Account No:

Fund0001Dept410Unit5250Object4610Revenue Source694.00

Fund0001Dept410Unit5250ObjectRevenue Source6999694.00

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

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB

5/24

5/23

Contract Development and Control

5/31/18

B. Legal Sufficiency:

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 22, 2018, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and South Florida Fair and Palm Beach County Expositions, Inc., a Florida not for profit corporation hereinafter referred to as "Licensee".

WITNESSETH:

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

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

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

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

1. Premises

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

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

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

2. Length of Term and Commencement Date

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

3. License Fee

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

4. Termination

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

5. Waste or Nuisance

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

6. Governmental Regulations

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

7. Non-Discrimination

Licensee assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against

any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity or expression or genetic information with respect to their use of the Premises.

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 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, to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801
Email: pbc@instracking.com or Facsimile: +1 (562) 435-2999

The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

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, faxed or emailed, 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, fax or email if transmitted before 5 P.M. on a business day and on the next business day if transmitted after 5 P.M. 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:

South Florida Fair and Palm Beach County Expositions, Inc.
Attn: Richard Vymlatil, President
9067 Southern Boulevard

West Palm Beach, FL 33411
Fax: (561) 790-5246

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 the laws of the State of Florida. Any legal action necessary to enforce the License Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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 Audit Requirements

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with 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 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. **No Third Party Beneficiary**

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

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

LICENSEE:

SOUTH FLORIDA FAIR & PALM BEACH COUNTY EXPOSITIONS, INC.,
a Florida not for profit corporation

WITNESS:

By: Tracy Guevarey
Witness Signature
Tracy Guevarey

By: Richard Vymlatil
Richard Vymlatil, President

Print Witness Name SEAL
NOT FOR PROFIT CORPORATION

PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners

By: Ray Armer Wolf
Director
Facilities Development & Operations

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: H. J. [Signature]
County Attorney

EXHIBIT “A”

**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: 561-233-0215
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: Richard Vymlatil, President
Name of Organization/Licensee: South Florida Fair and Palm Beach County Expositions, Inc.
Address: 9067 Southern Boulevard, West Palm Beach, FL 33415
Telephone: (561) 790-5204
Email: Rick@southfloridafair.com
Name and Title of Authorized Representative: Richard Vymlatil, President
Type of Organization: Public Agency ☐ Non-Profit ☒ Other (Specify) ☐

2. REQUESTED PROPERTY

Name and Address of Property Requested (Include property address, name of facility, room or area requested, as applicable):
9620 Weisman Way, West Palm Beach, FL 33415 – vacant lot

3. USE

Nature of Use (Please check one): Training ____ Educational ____

Recreational ____ Meeting ____ Non-Profit Event X Other ____

Does Use include the sale of Goods and/or Services? Yes ____ No X

Will User charge an Admission Fee and/or Participation Fee? Yes ____ No X

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

Detailed Description of the Nature and Purpose of Use (Attach additional sheets, as necessary): Offsite parking for Barrett-Jackson event – April 10, 2018 through April 17, 2018.

4. FOOD AND BEVERAGE

Use includes food and/or beverages? Yes ____ No X

Use includes the sale, use or consumption of alcohol? Yes ____ No X

5. DATE

Dates of Use: April 10, 2018 through April 17, 2018

Times of Use: 7:00 A.M. through 11:00 P.M.

6. EQUIPMENT

Amount of Equipment Requested: Tables n/a Chairs n/a

All equipment contained or used within the property is subject to approval by FDO.

7. ADDITIONAL USERS

Organization(s) participating in use, if other than Applicant (Attach additional pages to list more organizations/individuals): None

Organization Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail _____

Status: Non Profit ____ Profit ____ Other ____ (Explain)

Contact Person: _____

8. VENDORS

List all vendors of the event: None

9. ADVERTISING

Will the event be advertised to the public? Yes X No

If yes, by what means?: Radio X TV X Internet X

Other_____

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

1. FEES AND ADDITIONAL CHARGES

N/A License Fees \$_____

N/A Custodial Costs \$_____

N/A Service Costs \$_____

N/A 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.


Richard Vymlatil, President

Date: 3/21/18

APPROVED BY:

Audrey Wolf
Audrey Wolf, Director

Audrey Wolf, Director
Facilities Development & Operations Department

Date: 3/22/18

OTHER DEPARTMENTAL REVIEW (If necessary):

Signature of Director of Department

Date: _____

Exhibit “A-1”

Special Conditions of Use

1. Used only for overflow public parking.
2. Prior to use, Licensee will barricade two driveways from the unimproved parcel to the improved Video Visitation Center and park in a manner that prohibits cross traffic between the two.
3. When in use, Licensee will provide traffic control and Licensee’s parking management company will provide onsite staffing.
4. After each use, Licensee will clear the parcel of debris, trash, restored to its pre-use condition, and secured.
5. Licensee will be responsible for preparing the parcel prior to use.
6. Licensee will be responsible for maintenance and security of the parcel during the licensed use period.

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

This License Agreement made and entered into April 16, 2018, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and West Palm Beach, Community Redevelopment Agency, hereinafter referred to as "Licensee".

WITNESSETH:

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

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

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

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

1. Premises

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

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

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

2. **Length of Term and Commencement Date**
This License Agreement shall commence upon execution by both parties (the "Commencement Date"). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, one year from the Commencement Date, or termination in accordance to the terms of this License Agreement.
3. **License Fee**
No License Fee is assessed for the Application. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.
4. **Termination**
The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.
5. **Waste or Nuisance**
Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.
6. **Governmental Regulations**
Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section without waiver of its sovereign immunity and subject to the limitations as of Section 768.28, Florida Statutes. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**

The Licensee warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity 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 without waiver of its sovereign immunity and subject to the limitations of Section 768.28, Florida Statutes. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. **Insurance**

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

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

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

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

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

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

12. **Utilities**

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

13. **Rules of Premises**

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

14. **Subcontracting**

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

15. **Entire Agreement**

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

16. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day,

or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

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

with a copy to:

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

(b) If to the Licensee at:

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

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

17. **Severability**

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

18. **WAIVER OF JURY TRIAL**

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

19. **Governing Law and Venue**

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

20. **Recording**
Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.
21. **Time of Essence**
Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.
22. **Palm Beach County Office of the Inspector General**
Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
23. **No Third Party Beneficiary**
No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

Remainder of this page left intentionally blank

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

WITNESS:

LICENSEE:

By: Hazeline F. Carson
Signature

By: Geraldine Muoro
Signature

Hazeline F. Carson
Printed Name

Geraldine Muoro
Printed Name

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

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

By: MB Army Wolf
Director, Facilities Development & Operations

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

Exhibit “A”

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

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

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

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

1. USER/APPLICANT

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

2. REQUESTED PROPERTY

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

3. NATURE OF USE: (Please check one)

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

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

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

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

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

4. FOOD AND BEVERAGE

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

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

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

5. DATE AND TIME OF USE

Date(s) of Use: April 21 & June 30, 2018

Time(s) of Use: 12 : 00 PM - 11 : 30 PM

6. EQUIPMENT

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

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

7. ADDITIONAL USERS

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

Name: N/A

Address: _____

City: _____ State: _____ Zip: _____

Phone: () - Email: _____

Contact Person: _____ , _____

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

8. VENDORS

List all vendors of the Event: N/A

9. ADVERTISING

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

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

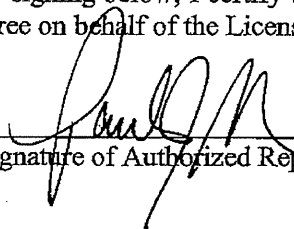
TO BE PROVIDED BY FDO (After evaluation of the Application):

1. FEES AND ADDITIONAL CHARGES

<input type="checkbox"/>	License Fees	\$	_____
<input type="checkbox"/>	Custodial Fees	\$	_____
<input checked="" type="checkbox"/>	Service Costs	\$	694.00
<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: 4/11/2018

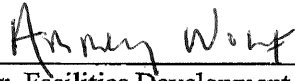
Printed Name and Title of Authorized Representative

CITY ATTORNEY'S OFFICE

Approved as to form and legality

By: 

APPROVED BY:



Director, Facilities Development & Operations Department

Date: 4/14/18

OTHER DEPARTMENTAL REVIEW (If necessary):

Signature of Director of Department

Date: _____

EXHIBIT "A-1"
Special Conditions of Use for License Agreement

1. The Judicial Center Parking - Surface Lot ("Premises") shall be used solely and exclusively for parking of vehicles. No other use is permitted. The Premises will be licensed under standard County operational parking guidelines. No additional parking facilities are being licensed. The remaining facilities are not licensed for use by the Licensee, its staff or event attendees and will remain closed during the event.
 2. County parking staff is onsite to open the Premises at the requested times and to secure the Premises at the end of the requested usage times. County is not responsible for the safety and security of the Premises, the Licensee's guests, for traffic control and/or for the vehicles parked at the Premises.
 3. Licensee shall remain responsible for the safekeeping and securing of all vehicles and Licensee's guests and invitees, until all of the parked vehicles are removed from the Premises notwithstanding the end date of the License Agreement. Licensee shall be solely responsible for all costs, claims, demands or actions arising from vehicles that are locked in overnight, including but not limited to damage, destruction or theft.
 4. City shall pay a fee of \$342.50 for the April 21 event; and a fee of \$351.50 for the June 30 event to cover the operational costs (staffing and custodial – see attached invoices). Payment is due ten (10) days before the date of the first event.
 5. This License is contingent upon: (1) payment of the Operational Costs included in the Application, and (2) providing documentation that arrangements have been made with the City of West Palm Beach Police Department for the patrolling of the Premises and/or assistance with traffic control.
 6. Licensee shall be solely responsible for all costs and expenses incurred by County in returning the Premises to its original condition, which shall include, but not be limited to, the costs of towing abandoned vehicles and the cost of repair for any damage to the facility occurring during the use.
 7. Licensee shall be responsible for reimbursing County for all damage, destruction or vandalism to the Premises and/or County property arising during, or as a result of, or in connection with the licensed use, including but not limited to, damage to the parking gates and damage or vandalism to County vehicles or facilities. County will perform the required repairs and/or clean up and invoice Licensee for all costs and expenses relating to same. All payments are due within thirty (30) days of invoice date.
 8. The Premises entrance gates on Banyan Blvd. and Rosemary Ave. will be opened at the requested beginning use time. County is not responsible for monitoring the entrance of the Premises.
 9. The Premises exit gates on Banyan Blvd. and Rosemary Ave. will be opened and remain open for vehicle egress and will be locked after the end time. Any vehicle past the designated end times will not be accessible to be obtained or removed. Licensee is cautioned that vehicles that are not removed by the end time may be ticketed, booted or towed, and will be locked in the Premises until the following business day.
-

10. Open/Close electric/electronic function of gates will be disabled during the Licensee's requested use.
11. Licensee shall not post signs, banners, posters or any other displays on or in the Premises or affix decorations to walls or ceilings without the approval of the County Representative.
12. Prior to placing any signage in or on the Premises, Licensee shall coordinate an on-site visit with the County's Representative as identified below. Licensee shall comply with any additional conditions which result from such on-site visit. Licensee shall be responsible for the placement and removal of all signage regarding the Use.
13. No alcoholic beverages shall be sold, used or consumed at the Premises.
14. Smoking is prohibited on the Premises, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.
15. Licensee shall not employ alternative electrical power sources at the Premises.
16. Licensee shall be solely responsible for items/vehicles left at the Premises by guests, workers, employees or representatives of the Licensee. The County shall not be responsible for items left behind by the Licensee, or its employees, guests or invitees.
17. Licensee shall not store, possess or use drugs or gambling devices at the Premises or permit others to do so.
18. Licensee shall not employ noise amplification devices unless approved by FDO.
19. All accidents or incidents occurring at the Premises shall be immediately reported by the Licensee to on-duty County parking garage staff.
20. The parties hereby designate the following individuals, with the following contact information, as the representatives of each party for the administration of the License Agreement:

County Representative:

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

Licensee Representative:

Jasmine Etienne's office: (561) 822-1554

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



**Facilities Development &
Operations Department**

2633 Vista Parkway
West Palm Beach, FL 33411

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



**Palm Beach County
Board of County
Commissioners**

Paulette Burdick, Mayor

Melissa McKinlay, Vice Mayor

Hal R. Valeche

Dave Kerner

Steven L. Abrams

Mary Lou Berger

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

INVOICE

Date: March 26, 2018
To: West Palm Beach, CRA
Re: Standard License Agreement for Commercial Activity for the
Judicial Center Parking (Surface Lot Only) – April 21, 2018

Service Costs	
Onsite staff (one from 11:30 am – 12:00 am)	
\$22.00 per hour x 12.5 hours	\$ 275.00
Custodial	
One custodian for 3 hours at \$22.50 per hour	\$ 67.50
Total Amount Due	<u>\$ 342.50</u>

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

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



**Facilities Development &
Operations Department**

2633 Vista Parkway
West Palm Beach, FL 33411

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Affirmative Action Employer"*

INVOICE

Date: March 26, 2018

To: West Palm Beach, CRA

Re: Standard License Agreement for Commercial Activity for the
Judicial Center Parking (Surface Lot Only) – June 30, 2018

Service Costs

Onsite staff (one from 11:30 am – 12:00 am)	
\$22.00 per hour x 12.5 hours	\$ 275.00

Custodial

One custodian for 3 hours at \$25.50 per hour	\$ 76.50
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Total Amount Due

Total Amount Due	\$ 351.50
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Please make check payable to Board of County Commissioners, Palm
Beach County and send to:

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