

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>-\$0-</u></u>	<u><u>-\$0-</u></u>	<u><u>-\$0-</u></u>	<u><u>-\$0-</u></u>	<u><u>-\$0-</u></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 _____ Dept _____ Unit _____ Object _____
 Program _____

**B. Recommended Sources of Funds/Summary of Fiscal Impact:
 No Fiscal Impact**

Fixed Asset Number _____

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><u></u> 9/25/18 OFMB</p>	<p><u></u> 10/5/18 Contract Development and Control</p>
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B. Legal Sufficiency:

 10/9/18
 Assistant County Attorney

C. Other Department Review:


 Department Director

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



LOCATION MAP



Attachment 2
2 - Standard License Agreement for Use of County Property
(18 pages each)

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

This License Agreement made and entered into _____, 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 Community Faith Outreach Ministries, 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"); 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 attached hereto as **Exhibit "A"** and incorporated herein by reference, 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, three years from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. **License Fee Waiver**

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 County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Licensee warrants and represents that throughout the term of

the License Agreement, including any renewals thereof, if applicable, all individuals 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 with respect to their use of the Premises. Failure to meet this requirement shall be considered default of the Contract.

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**

Licensee 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 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:

Community Faith Outreach Ministries, C/O Debra Marcelle-Coney
5832 Corson Place, Lake Worth Fl. 33463
E-mail: Communityfaithoutreach@yahoo.com

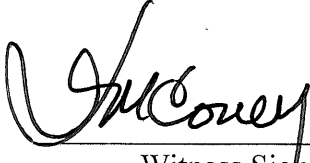
Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

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.

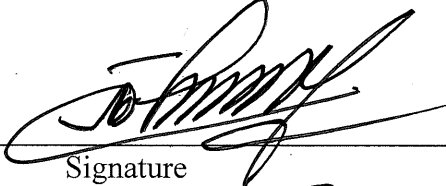
IN WITNESS WHEREOF, County and Licensee have executed this License Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESS:

LICENSEE:



Witness Signature

By: 

Signature

DEBRA MARCELLE COEY

Print Witness Name

WOLFF J. CHARLES

Print Name

ATTEST:

SHARON R. BOCK
CLERK & COMPROLLER

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

By: _____
Deputy Clerk

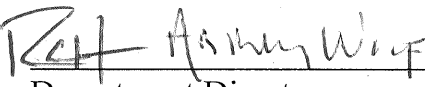
By: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 

Assistant County Attorney

By: 

Department Director

EXHIBIT "A"

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

COUNTY FACILITY USE PERMIT APPLICATION

This application may be used to apply for a permit to use a Palm Beach County Facility for a Non-County Activity or a Non-County Meeting. The application must be submitted at least Ten (10) business days prior to the proposed date of the Use. Please send the completed application to:

Facilities Development & Operations Department (Department)
2633 Vista Parkway, West Palm Beach, FL 33411-5603
ATTN: Director
Telephone: 561-233-0215; Fax: 561-233-0206
Email: PBCFacilityUsePermit@pbcgov.org

Upon approval of the application by the Department, the Facility will be reserved and the User will be informed of any restrictions, special conditions, additional insurance requirements and service fees for the Use. User shall submit to the Department at least three (3) business days prior to the Use: (i) payment for any service fees and (ii) evidence of insurance coverage, as required herein.

The County reserves the right to deny a permit to an individual or group and the right to revoke this permit according to the procedures of Countywide PPM # CW-O-024, as may be amended from time to time.

1. USER

Name of Entity/Individual: Community Faith Outreach Ministries, Inc.

Address: 5832 Corson Place, Lake Worth, FL 33463

Telephone: 561-596-2117 Email: communityfaithoutreach@yahoo.com

Name and Title of Authorized Representative: Debra Marcelle-Coney / Director

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

2. REQUESTED FACILITY

Name and Address of Facility (Please include room or area requested): West Boca Branch Library, 18685 State Road 7, Boca Raton, FL 33498 – approx. 75' X 75' grassed area on the north side of Library, see Attachment 1.

If application is for the use of the Jane M. Thompson Memorial Chambers aka 6th Floor Commission Chambers, McEaddy Conference Room or Vista Center Meeting Rooms 1W-47 and 1W-50, please specify if Applicant requests use of the dais? Yes No

3. USE

Nature of Use: _____ Protest _____ Campaign Event _____ Non-Profit Event
_____ Solicitation _____ Posting Notices _____ Speech Other

Estimated Number of Attendees (including User/Staff/Volunteers): T/B/D

Detailed description of the nature and purpose of use (attach additional sheets as necessary): Community garden – see Attachment 2 for detailed description.

4. FOOD AND BEVERAGE

Use includes food and/or beverages? _____ 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: 2-3 times a week

Time(s) of Use: 7:00-10:00 AM & 4:00-7:00 PM

and during normal library operating hours as needed for educational activities

6. EQUIPMENT

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

Note: A service fee may be imposed for the use of the Equipment.

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

7. ADDITIONAL USERS

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

Name: NONE

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 No

If yes, by what means? _____ Radio _____ TV Other

All announcements (verbal and written) bearing the County address or location of the Non-County Activity or Non-County Meeting shall include the following disclaimer:

“This event is not sponsored by or affiliated with Palm Beach County.”

FACILITY RULES AND USE POLICY

The User shall strictly adhere to the Facility Rules and Use Policy contained herein at all times.

The User acknowledges that any violation of the Facility Rules and Use Policy may result in the suspension or termination of this permit.

1. User shall be responsible for items left at the Facility by guests, workers, employees or representatives of the User. The County shall not be responsible for items left by the User.
2. User shall return the Facility, including any equipment therein, in the same condition it was received. User shall remove any refuse, repair any damages, and clean the Facility and equipment. User shall compensate the County for any repairs or cleaning required but not accomplished by the User as determined by the Department.
3. User shall be responsible for all deliveries of equipment or other objects to the Facility.
4. User shall not use the Facility, or any part thereof, for any purpose other than the use contained in the Application without written consent from the Department.
5. User shall not use or store, nor permit to be used or stored, in the Facility, or any part thereof, any substance or object prohibited by law or ordinance, or by standard fire insurance policies issued by companies operating in Florida, including any illuminating

oils, candles, oil lamps, turpentine, benzene, naphtha, or similar substances, or explosives of any kind.

6. User shall not store, possess or use drugs or gambling devices at the Facility, nor permit others to do so.
7. User will not, unless approved in writing by Department, post signs, banners, posters or any other displays on or in the Facility or affix decorations to walls or ceilings without the approval of the Department.
8. User shall not employ noise amplification devices unless approved by the Department.
9. User shall abide by all laws of the United States, the State of Florida, the County of Palm Beach and all regulations of the Palm Beach County Fire Rescue Department and the Public Health Department. User acknowledges that any permitted Non-County Activity or Non-County Meeting shall be open to the general public and shall be non-exclusive. User shall not exclude any person from participation in its use of the Facility on the grounds of race, color, gender identity or expression, national origin, ancestry, sex, age, marital status, familial status, disability, genetic information, sexual orientation or religious or political preference.
10. Smoking is prohibited in the Facility, pursuant to the provisions of Countywide PPM # CW-P-036, as may be amended from time to time.
11. User shall not employ alternative electrical power sources without the approval of the Department.
12. If User is a non-governmental entity then User shall provide and maintain at its sole cost and expense, in a form and content acceptable to the County, Commercial General Liability Coverage at a limit of liability of not less than \$300,000 Each Occurrence. 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. Applicant shall provide County, at least three (3) business days prior to the date of the requested use, with a certificate(s) of insurance evidencing the required coverage(s) and naming the County as both an additional insured and a certificate holder. The Applicant may choose to purchase insurance coverage(s) through the County's Tenant Users Liability Insurance Program (TULIP) which can be accessed through www.tulip@pbcgov.org. The Additional Insured shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents". The Certificate Holder shall read "Palm Beach County Board of County Commissioners c/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603". The foregoing is not required if the estimated Number of Attendees on the Application is two (2) or less.

13. If User is a governmental entity then User hereby acknowledges without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes that User 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. If the User maintains third-party commercial general liability in lieu of exclusive reliance on self insurance under Section 768.28 Florida Statutes, User shall maintain the same insurance policy limits, as set forth in Section 13 above and shall comply with all other requirements set forth in Section 13 above. User's self insurance and/or general liability coverage shall be primary with respect to any coverage afforded to or maintained by the County.
15. For events involving alcohol, User shall obtain any licenses or permits required by the State of Florida and provide proof of liquor liability insurance coverage in the amount \$1,000,000. Insurance coverage may also be provided by way of a Commercial General Liability policy utilizing Liquor Liability endorsement CG 24 08. Furthermore, User shall comply with the provisions of Countywide PPM # CW-P-026, as may be amended from time to time.
16. All Additional Users and Vendors of the Facility shall also comply with all insurance requirements required of the User and shall provide County with evidence of the same.
17. User hereby agrees to a Waiver of Subrogation for each insurance policy required herein. When required by the insurer, or should a policy condition not permit User to enter into a pre-loss agreement to waive subrogation without an endorsement, then User shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should User enter into such an agreement on a pre-loss basis.
18. User shall protect, defend, reimburse, indemnify and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during, as a result of, or in connection with User's use of the Facility. User assumes the risk associated with the use of the Facility and agree to hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, due to their acts, errors or omissions resulting in bodily injury, including death, or damage to User's property incident to or in connection with User's use of the Facility. In the event User is a governmental entity, nothing contained herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.
19. All announcements (verbal and written) bearing the County address or location of the Non-County Activity or Non-County Meeting shall include the following disclaimer:

“This event is not sponsored by or affiliated with Palm Beach County”

TO BE PROVIDED BY THE COUNTY (after evaluation of the Application):

Special Use Conditions and Fees: _____

No temporary sheds or enclosures are to be placed on the property.

The Premises/Facility is to be kept weed free and all debris, dead planting materials are to be removed and placed in the on-site trash receptacle daily.

Access to the Library building and the toilet facilities are only permitted during regular scheduled Library operation hours.

Irrigation is limited to one sprinkler which is to be mounted on a tri-pod stand, operated via an automatic timer for no more than 30 minutes per day. See irrigation equipment depiction on Attachment 3.

All planting shall be in containers and shall be limited to no more than 600 plants.

A 32" high black metal decorative fencing shall be installed prior to any planting, as depicted in Attachment 4. Licensee shall be responsible for maintenance of the fence.

By my signing below, I certify that I have the authority to represent and obligate the User listed above and shall comply with the terms of this Application and all rules, regulations, laws and ordinances of the Palm Beach County Board of County Commissioners in regard to the use of the Facility. I also agree to accept the Facility as it exists at the time of use and to the indemnification set forth above.

Signature of Authorized Representative

Date: 09/09/2018

WOLFF J. CHARLES
Printed Name and Title of Authorized Representative

APPROVED BY:

Rich Anthony Wolf
Director, Facilities Development & Operations Department

Date: 9/22/18

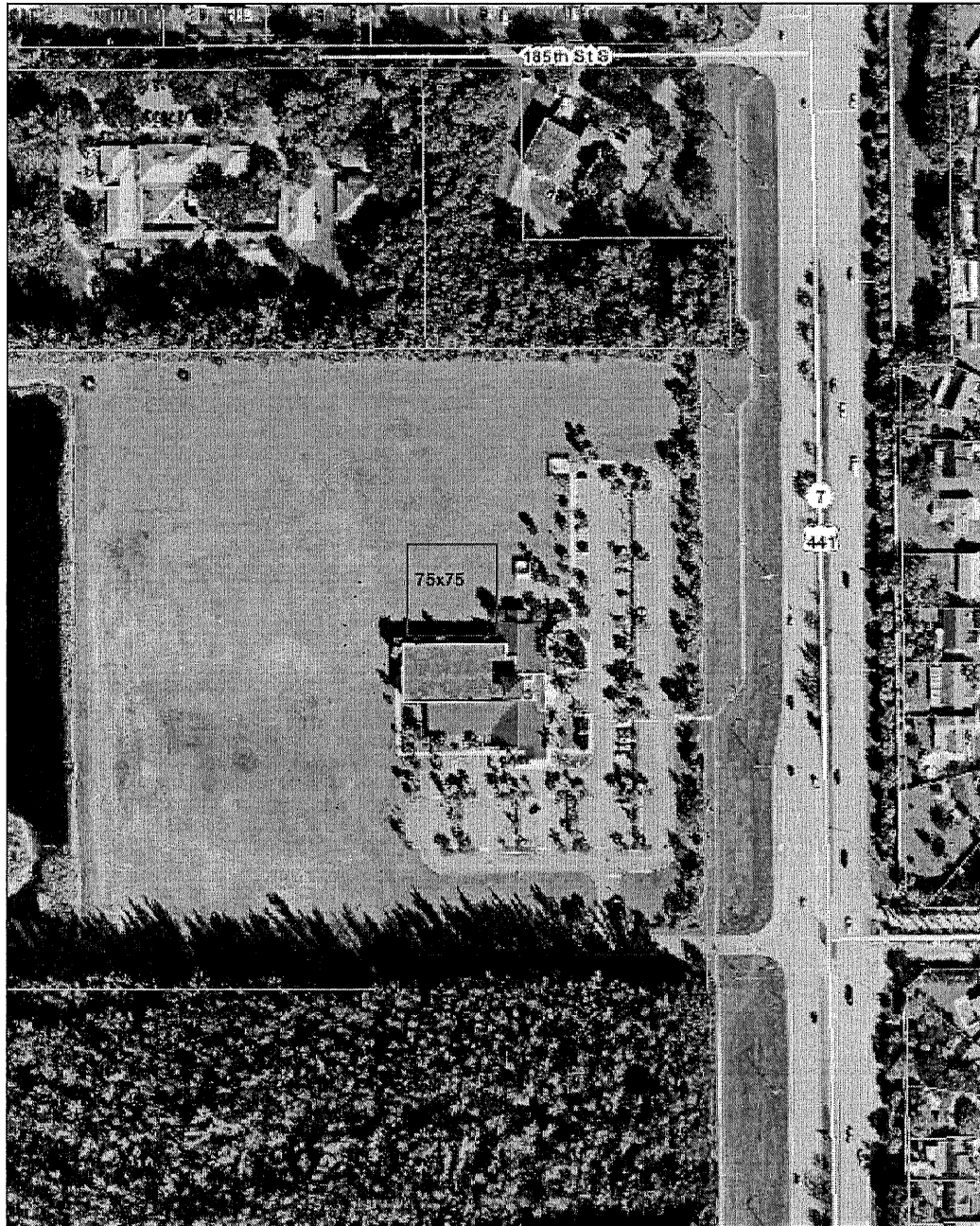
OTHER DEPARTMENTAL REVIEW (if necessary):

Signature of Director of Department

Date: 9.24.18

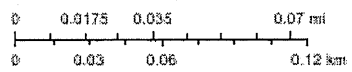
ATTACHMENT 1
FACILITY (GRASS AREA)

W Boca Lib



August 6, 2018

1:2,257



**ATTACHMENT 2
COMMUNITY GARDEN DETAIL**

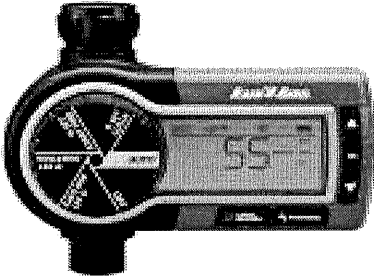
Tomato	50
Bell Peppers	40
Chinese Eggplant	40
Broccoli	50
Romaine	40
Various Hot Peppers	45
Mustard Greens	50
Collards	50
Herbs	20
Cabbage	30
Cauliflowers	25
Spinach	50
Arugula	25
Kohlrabi	30
Garlic Chives	30
Swiss Chard	25

**ATTACHMENT 3
IRRIGATION EQUIPMENT**

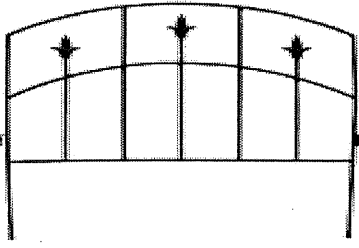
Tri-Pod Sprinkler



Automatic Timer



ATTACHMENT 4 FENCING



Vigoro 32 in. Alexander Steel Garden Fence

Product Overview

- Constructed of steel for incredible durability
- Insert into the ground without any tools necessary
- Designed to link together for a continuous look

The 32 in. Steel Alexander Fence adds a nice decorative appeal to any area of your home. This fence is an easy way to add elegance and a distinguished border to any flower bed, shrubs, lawn and walk ways. Easy link pieces make it simple to build the border that fits your needs.

- Durable steel construction
- Traditional design
- Fence is functional for your garden, patio or lawn to protect your garden
- Links together for easy to install
- Requires no tools for installation
- Long lasting black powder coat finish

- Specifications

- Dimensions Product Depth (in.)
- 0.88
- Product Height (in.)
- 32.25
- Product Width (in.)
- 24.75