



**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)	_____	_____	_____	_____	_____
<b>*NET FISCAL IMPACT</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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

Budget Account No:  
 Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_  
 Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_

- B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
*\*NO Fiscal Impact (Costs reimbursed by Schwa Bds.)*
- C. Departmental Fiscal Review:** *[Signature]*

**III. REVIEW COMMENTS**

- A. OFMB Fiscal and/or Contract Development Comments:**
- [Signature]* 12/20/18  
 OFMB
- [Signature]* 12/21/18  
 Contract Development and Control
- B. Legal Sufficiency:**  
*[Signature]*  
 Assistant County Attorney
- C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

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

SP 1  
11/14/2018

**LICENSE AGREEMENT**

This License Agreement made and entered into \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the constitution of the State of Florida, hereinafter referred to as "School Board" and/or "Licensee".

**WITNESSETH:**

**WHEREAS**, County is the owner of certain real property and/or improvements in Palm Beach County, Florida generally known as the Palm Beach County Courthouse Facilities and more specifically described in the attached Exhibit "A"; and

**WHEREAS**, Licensee desires to use certain space within the Palm Beach County Courthouse Facilities in order to offer evening programming for students of the School District of Palm Beach County more specifically known as "Youth Court"; and

**WHEREAS**, County has agreed to grant Licensee a revocable license to use a portion of the Palm Beach County Courthouse Facilities for the purposes 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 grants the Licensee a revocable License to use the Premises as hereinafter defined, upon the following terms and conditions:

**ARTICLE I  
BASIC PROVISIONS**

**Section 1.01 Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

**Section 1.02 Premises.** The Premises which are the subject of this Agreement, consists of the five Palm Beach County Courthouse Facilities (Courthouse Facilities) included on the attached Exhibit "A", incorporated herein by reference. The Premises will be further defined for each Youth Court use as one or more of the Courthouse Facilities as identified on the calendar of Youth Court activities (Youth Court Calendar). The Youth Court Calendar shall be prepared and maintained by School Board and shall identify the; 1) date, 2) time and duration, 3) specific courtroom(s) and 4) estimate numbers of persons that Youth Court requires at each particular Courthouse Facility. The Premises for each use includes the Courthouse Facility and courtroom(s) designated on the Youth Court Calendar, along with the adjacent corridors and seating areas, public restrooms and any public areas of the Courthouse Facilities required for accessing the designated courtroom(s). The Licensee shall have a non-exclusive, revocable license over, upon and across the Premises, together with the common areas of the Premises to allow Licensee and Licensee's employees, participants, invitees and guests to have access to and use of the Premises.

**Section 1.03 Length of Term and Commencement Date.** This License Agreement shall commence upon execution by both parties (the “Commencement Date”). The initial term of this License Agreement shall continue until the earlier of a period of five (5) years from the Commencement date, or termination in accordance to the terms of this License Agreement. This Agreement may be renewed for two additional terms of five (5) years each. At least eight (8) months prior to the expiration of this Agreement’s term, the Licensee shall provide the County with a request to renew this Agreement. Such renewal will require the approval of both parties.

**Section 1.04 County and School Board Representative.** The County Representative shall be the Director Facilities Development & Operations Department. The County Representative may assign implementation responsibilities to the Director Electronic Services and Security and/or the Palm Beach County Sheriff’s Office Court Services Division. Any such assignment, not specifically identified in this License, shall be done in writing.

The School Board Representative shall be provided to the County Representative within five (5) days of the execution of this License. The School Board Representative shall be a person with the authority to commit to programmatic and operational details associated with the Youth Court Program including the acceptance of any fees which may be required.

## **ARTICLE II LICENSE FEE**

**Section 2.01 License Fee.** The Licensee shall be entitled to use the Premises without payment of a license fee. Nevertheless, Licensee shall be responsible for costs or expenses as may be set forth in this License Agreement.

## **ARTICLE III CONDUCT OF BUSINESS AND USE OF PREMISES BY LICENSEE**

**Section 3.01 Use of Premises.** Licensee shall use the Premises solely and exclusively for the School Board’s Youth Court Program to be conducted between 5:00 p.m. and 9:00 p.m. Monday through Friday in accordance to the schedule identified on the Youth Court Calendar. Use is limited to the Premises identified on the Youth Court Calendar. The Youth Court Calendar shall be delivered to the Court Services Division of Palm Beach County Sheriff’s Office Executive Lieutenant. All use of the Premises is subject to the General Conditions of Use that are contained in Exhibit “B”, attached hereto and incorporated herein by reference.

Prior to the 1<sup>st</sup> day of the month, the Court Services Division’s Executive Lieutenant shall review and approve the Youth Court Calendar subject to any Special Conditions that may be warranted. Conditions may include, but are not limited to requirements for 1) Court Services Division personnel, 2) additional screening personnel, 3) time and/or duration modifications, and 4) courtroom changes; any of which may include reimbursement for out of pocket expenses. The Court Services Division’s Executive Lieutenant shall provide a copy of the approved Youth Court Calendar to the School Board

Representative and the Contracted Services County Contract Administrator so that on-site screening staff is aware of the use.

Licensee shall not use, permit or suffer the use of the Premises for any other business or purpose whatsoever, nor permit any persons other than Licensee's employees, participants, invitees or guests, to use the Premises.

**Section 3.02 Licensee's Acceptance of Premises.** By commencing each use, Licensee acknowledges that it has inspected the Premises, and hereby accepts the Premises in its "As-Is Condition". No improvements, alterations or additions to the Premises shall be performed by Licensee.

**Section 3.03 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 the Courthouse Facility or which may affect County's fee interest in the Premises. Licensee shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

**Section 3.04 Governmental Regulations.** Licensee shall, at Licensee's sole cost and expense, 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.

**Section 3.05 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 Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

**Section 3.06 Surrender of Premises Upon Termination.**

Upon expiration, or upon the earlier termination of this License Agreement, Licensee shall surrender the Premises to the County in at least the same condition the Premises was in as of the date of this Agreement, reasonable wear and tear excepted.

**ARTICLE IV  
REPAIRS AND MAINTENANCE OF PREMISES**

**Section 4.01 Responsibility of Licensee.** Licensee has no responsibility for maintenance of the Premises. Upon the conclusion of each use, Licensee shall deliver the Premises to County in good repair and condition as specified herein, normal wear and tear excepted. In the event of any damage

to the Premises by the Licensee, County shall complete the necessary repairs and Licensee shall reimburse County for all reasonable and necessary expenses incurred by County in doing so.

**Section 4.02 Responsibility of County.** County agrees to maintain, repair and keep the Premises in good condition and repair at County's sole expense and cost. Licensee agrees to adopt and enforce any reasonable operational rules necessary to assist the County in carrying out its maintenance responsibilities pursuant to this Section.

**Section 4.03 County's Right to Enter.** County shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Section and for purposes of inspection of the Premises generally. The County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's activity on the Premises; provided however, the County shall not be required to expend additional sums of money in order to comply with the foregoing requirement.

## **ARTICLE V INDEMNIFICATION**

Licensee shall be liable for its own actions and negligence. 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, to the extent permitted by Florida law. This Article shall survive termination or expiration of this License Agreement. Notwithstanding the above, nothing in this Article is intended to be, or shall be construed as a waiver of the Licensee's or County's present statutory sovereign immunity, a consent to be sued by a third party, or a waiver of any right or defense either party may have.

## **ARTICLE VI CLAIMS AND DAMAGES**

**Section 6.01 General Insurance Provisions.** 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.

**Section 6.02 Responsibilities Relating to Claims and Damages.** Licensee acknowledges that it shall have full control of, and full responsibility for, its activities, equipment, employees, participants, invitees and guests while at the Premises. Licensee agrees to promptly consider and adjudicate any and all claims which may arise from its use of the Premises, including claims of Licensee's employees, participants, invitees or guests, and to pay for any damage done to the Premises, or other County property. Licensee shall give such consideration to all claims, demands, or suits arising directly or indirectly from Licensee's use of the Premises. Licensee shall immediately notify County of any claims, demands or suits arising from or related to Licensee's use of the Premises.

## **ARTICLE VII UTILITIES AND SERVICES**

The County currently supplies all janitorial services and utilities to the Premises that are necessary for the Premises to be used for a courthouse and will continue to supply customary and routine custodial services to the Premises at County's sole cost and expense during the Term of this License Agreement. 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. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

## **ARTICLE VIII REVOCATION/TERMINATION OF THE LICENSE**

**Section 8.01 County Right to Revoke License.** Notwithstanding anything else contained herein, the rights granted to Licensee hereunder amounts only to a license to use the Premises, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon Licensee's receipt of notice of revocation from County, Licensee shall stop utilizing the Premises within fifteen (15) calendar days, whereupon this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

**Section 8.02 Licensee Right to Terminate.** 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.

## **ARTICLE IX ACCESS**

Access to the Courthouse Facilities shall only be through the public entrance and Licensee's employees, participants, invitees and guests will be subject to security screening. Access to each particular courtroom or hearing room identified on the approved Youth Court Calendar shall be provided by the Palm Beach County Sheriff's Office (PBSO) Court Services Division as documented in the General Conditions and/or Special Conditions.

## **ARTICLE X MISCELLANEOUS**

**Section 10.01 Entirety of Agreement.** The County and the Licensee agree that this License Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. Except for amendments to the Youth Court Calendar, none of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**Section 10.02 Notice.** All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Palm Beach County  
Facilities Development & Operations  
Attention: Business and Community Agreements Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411-56-5  
Telephone (561) 233-0217

With a copy to:

Palm Beach County  
Attn: County Attorney  
301 North Olive Avenue  
West Palm Beach, FL 33401  
Fax: (561) 656-7974

Palm Beach County Sheriff's Office  
Attn: Court Services Division  
205 North Dixie Highway  
West Palm Beach, Florida 33406  
Fax: (561) 687-6755

If sent to the Licensee, notices shall be addressed to:

School Board Police  
Attn: Youth Court Services  
School Board of Palm Beach County  
3300 Forest Hill Blvd, B-127  
West Palm Beach, Florida 33406  
Fax: (561) 494-1562

Chief Operating Officer  
School Board of Palm Beach County  
3300 Forest Hill Blvd, B-302  
West Palm Beach, Florida 33406  
Fax: 561-357-7569

With copy to:

General Counsel  
PO Box 19239  
West Palm Beach, Florida 33416-9239  
Fax 561-357-7647

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.

**Section 10.03 Severability.** If any term or provision of this License Agreement, or application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this License Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, 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.

**Section 10.04 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.

**Section 10.05 Remedies.** This License Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the 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.

**Section 10.06 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.

**Section 10.07 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.

**Section 10.08 Office of the Inspector General.** 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 Office of the Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Licensee, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 126.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**Section 10.09 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.

**Section 10.10 Annual Budgetary Funding.** This License Agreement and all obligation of County hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

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.

**ATTEST:**

**SHARON R. BOCK  
CLERK & COMPTROLLER**

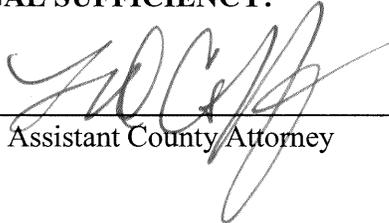
**PALM BEACH COUNTY, a political  
subdivision of the State of Florida by and  
through its Board of County  
Commissioners**

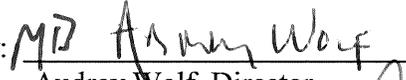
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

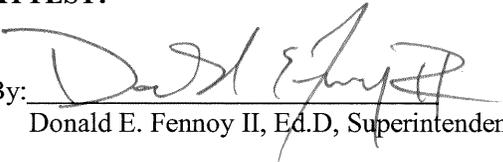
**APPROVED AS TO TERMS AND  
CONDITIONS:**

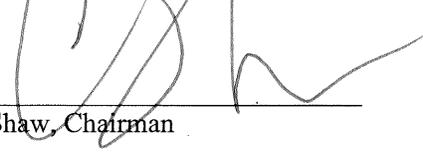
By:  \_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations

**ATTEST:**

**THE SCHOOL BOARD OF PALM BEACH  
COUNTY, FLORIDA, a corporate body  
politic pursuant to the Constitution of the  
State of Florida.**

By:  \_\_\_\_\_  
Donald E. Fennoy II, Ed.D, Superintendent

By:  \_\_\_\_\_  
Chuck Shaw, Chairman

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: Kimberly Hall 10/25/18  
School Board Attorney

**Exhibit "A"**  
**Premises**  
**Palm Beach County Courthouses Facilities**

- 1) North County Courthouse  
3188 PGA Blvd.  
Palm Beach Gardens, FL 33410
  
  - 2) Palm Beach County Judicial Center  
Main Courthouse  
205 North Dixie Highway  
West Palm Beach, FL 33401
  
  - 3) South County Courthouse  
200 West Atlantic Ave  
Delray Beach, FL 33444
  
  - 4) Palm Beach County Criminal Justice Complex (Gun Club)  
3228 Gun Club Road  
West Palm Beach, FL 33406
  
  - 5) West County Courthouse  
38811 James Wheeler Way  
Belle Glade, FL 33430
-

## EXHIBIT "B"

### YOUTH COURT GENERAL CONDITIONS OF USE

1. Licensee acknowledges that the use of the Premises is for, 1) the purpose of promoting community interest and welfare, and 2) that Licensee will not realize a profit based on the use of the Premises.
2. Licensee shall not use the Premises, or any part thereof, for any purpose whatsoever, other than for Youth Court programming as set forth in this License.
3. Licensee shall be solely responsible for items left at the Premises by guests, invitees, participants, employees or representatives of the Licensee. The County shall not be responsible for items left by the Licensee.
4. Licensee shall pick up all litter and trash and place it in approved receptacles at the end of each use. Licensee shall compensate the County for any repairs, cleaning or services required to restore the Premises to its pre-use condition as determined by County's Facilities Development & Operations Department (FDO).
5. Licensee is solely responsible for monitoring and providing supervision and oversight of all participants, invitees and guests during each Youth Court activity and shall provide adequate security and supervision for each use of the Premises. The PBSO Deputy assigned to provide access shall not be assigned, or accept any Youth Court Program duties.
6. This License to use the Premises is limited to scheduled uses beginning at 5:00 p.m. and ending at 9:00 p.m. Monday through Friday as more specifically set forth on the Youth Court Calendar. The Youth Court Calendar shall be delivered up to three months in advance however, no more frequent than monthly. Youth Court Calendars will be prepared and delivered to the Court Services Division of the Palm Beach County Sheriff's Office no later than 15 days prior to the start of the month. Approval with any special conditions for Youth Court Calendar shall be provided no later than the 1<sup>st</sup> day of the month proceeding the Youth Court Calendar.

Licensee shall provide the most current Youth Court Calendar to FDO via email to [PBCFacilityUsePermit@pbcgov.org](mailto:PBCFacilityUsePermit@pbcgov.org) and to PBSO via email to [RispoliP@PBSO.org](mailto:RispoliP@PBSO.org)

7. PBSO will be provided with an updated Youth Court Calendar each and every time Licensee makes calendar changes. For additional or changed Premises, the School Board shall provide the addition or change no less than four (4) business days prior to School Board's implementation of any scheduling or location changes on the Youth Court Calendar. Cancellations with less than 1 day may be subject to PBSO charges.

7. FDO shall not be responsible for scheduling or coordinating uses of the Courthouse Facilities. School Board is solely responsible for coordinating dates and times with appropriate court personnel and PBSO to ensure availability and access to courtroom facilities.
8. The Licensee's scheduled use of the Premises is subject to cancellation by County with as much advance notice as is reasonably practicable if, 1) the County determines that a weather related situation requires cancellation, 2) if a state of emergency has been declared in Palm Beach County, 3) in the event the Courthouse Facility is damaged, requires repair or is required for other uses as determined by County, or 4) for other good cause as determined in County's sole discretion.
9. There is no smoking in the Courthouse Facility and no storage, use or possession of drugs, gambling devices, explosives or other substances or objects prohibited by law or ordinance including any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha or similar substances of any kind.
10. Licensee will not post signs, banners, posters or any other displays on or in the Facility or affix decorations to walls or ceilings unless specifically approved in the Permit. .
11. No special parking arrangements are being provided. Licensee shall park within the available public parking spaces located near the Courthouse Facility.
12. In the event there is an emergency, Licensee shall dial 911 and then follow-up by reporting such emergency to any uniformed security officer at the Courthouse Facility. In the event there is an accident or incident that does not warrant a call to 911, Licensee shall immediately report said accident or injury to the PBSO Court Services Deputy.