

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date:	March 12, 2019	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire-Rescue		

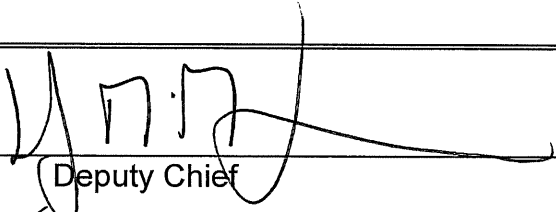

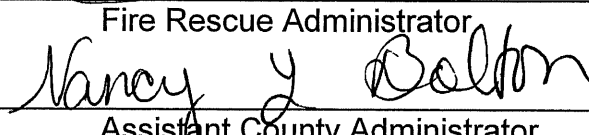
**I. EXECUTIVE BRIEF**

**Motion and Title:** **Staff recommends motion to receive and file:** fully executed Lease Agreement for the Use of School Facilities (Lease ID: LID-2019-2191-1021) for use of Wellington Community High School’s cafeteria on December 15, 2018.

**Summary:** On August 15, 2017, the Board approved an Interlocal Agreement (R2017-1072) with the School Board of Palm Beach County authorizing the Fire Rescue Administrator or designee to execute standard lease agreements for use of Wellington Community High School for Fire Rescue recruiting, testing, training and graduation/promotion ceremonial purposes. Lease ID: LID-2019-2191-1021 was entered into to secure a location for the Fire Rescue Captain’s promotional exam on December 15, 2018. Pursuant to the terms of the Interlocal Agreement, paragraphs 1, 3, 5(m), 5(n), 9, 14, 15 and 16, and the last sentence of Paragraph 11 of the terms and conditions of the School Board’s standard lease agreement do not apply. This lease agreement is now being submitted to the Board as a receive and file agenda item in accordance with Countywide PPM CW-O-051 for the Clerk and Comptroller’s Office to receive and file. District 6 (SB)

**Background and Justification:** In 2017, the Board approved the conveyance and transfer of a reserve fleet fire engine in exchange for the use of Wellington High School valued at \$33,500. The School Board agreed to waive several terms and conditions of their standard lease agreement and their typical non-profit facility use fees for approved Fire Rescue uses up to a cumulative credit amount of \$33,500 until the credit is exhausted or ten years from the Interlocal Agreement date (August 14, 2027), whichever comes first. The waived value of this lease agreement is \$300, and the remaining credit balance is \$33,200. Fire Rescue paid \$210 for custodial services under this lease agreement.

- Attachments:**
- 1. Lease Agreement for the Use of School Facilities
  - 2. Interlocal Agreement (2017-1072)

Recommended by:		2-28-19
	Deputy Chief	Date
Approved by:		2/28/19
	Fire Rescue Administrator	Date
Approved by:		3/8/19
	Assistant County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

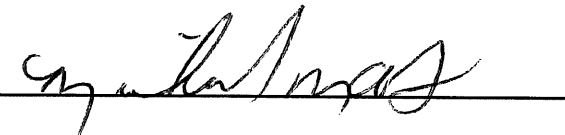
Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____0_____	_____	_____	_____	_____

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

Budget Account No.: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Rev Source \_\_\_\_\_

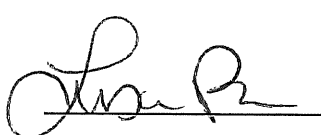
### B. Recommended Sources of Funds/Summary of Fiscal Impact:

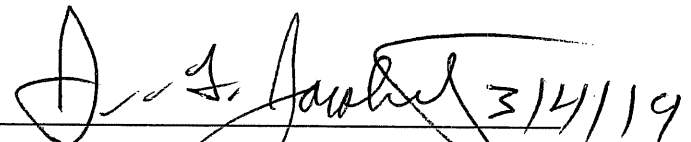
- \* The waived value of this lease agreement is \$300, and will be deducted from the \$33,500 credit approved by the School Board in exchange for a previous transfer of a fire engine. Fire Rescue paid \$210 for custodial services under this lease agreement.

C. Departmental Fiscal Review: 

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development and Control Comments:

 2/26/19  
OFMB  
2/26/19 4/2/25

 3/4/19  
Contract Development and Control  
3/4/19

### B. Legal Sufficiency

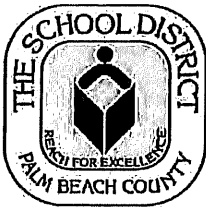
 3/7/19  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

REVISED 9/03  
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Lease Agreement for the Use of School Facilities

Lease ID: LID - 2019 - 2191 - 1021

Revision: 0

Lessee Type:  
Interlocal (with charges)

Status:  
Issued

School Facility:  
Wellington Community High

**DIRECTIONS:** Please review all information for accuracy. Have Lessee and Witness sign and date document below. After this lease agreement has been completed and all signatures obtained, make copies for Lessee. Schools are to keep the signed, original leases on file at the school center location.

This AGREEMENT made on 11/28/2018, between The SCHOOL BOARD OF PALM BEACH COUNTY, as Lessor, and PALM BEACH COUNTY Board of County Commissioners, as Lessee located at the following address:

Address 301 North Olive Avenue City West Palm Beach,  
State FL Zip Code 33401

Exhibits provided by Lessee include the following:

☒ Liability Insurance\* ☐ Sales Tax Exempt Certification ☐ Status of Corporation  
☐ Non-Profit Corporation ☐ Health Department

Event Name Palm Beach County Fire Rescue

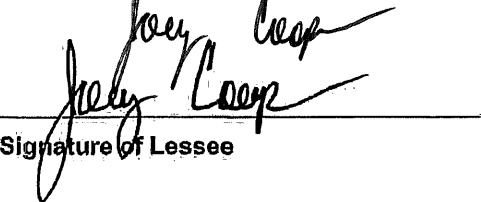
Event Description Promotion Exam

**SUMMARY OF LEASE AGREEMENT CHARGES:**

Room Cost	Ext. Lighting	Taxes	Insurance*	Labor Cost	Waiver	Amount Due
\$300.00	\$ .00	\$ .00	\$ .00	\$210.00	\$300.00	\$210.00

\*Total is displayed only if purchased from School Board of Palm Beach County

That by signing this agreement, Lessor does hereby lease unto the Lessee and Lessee takes and hires from Lessor its premises for the event as described in this contract, for the purpose as specified and agreed upon, and will abide by all other "Terms & Conditions" listed on or attached to this lease, front and back, including all required documentation.

  
Signature of Lessee

12/10/18  
Date

Cara Hayden  
School Principal's Signature

Signature Witness  
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

Date

11/28/2018  
Date approved by Principal in System

  
COUNTY ATTORNEY

note - Pursuant to Interlocal Agreement R2017-1072, paragraphs 1, 3, 5(m), 5(n), 9, 14, 15 and 16, and the last sentence of paragraph 11 of Terms and Conditions of this Lease do not apply.

Location Cost Details

<u>Reservation</u>	<u>Space</u>	<u>Rate Type</u>	<u>Planned Start</u>	<u>Planned End</u>	<u>Room Cost</u>	<u>Total Taxes</u>	<u>Insur. Cost</u>	<u>Labor Cost</u>	<u>Ext. Light Cost</u>	<u>Total Waiver</u>	<u>Effective Cost</u>
1532285	108	Cafeteria (High)	12/15/2018 07:00:00	12/15/2018 12:00:00	\$300.00	\$ .00	\$ .00	\$210.00	\$ .00	\$ .00	\$510.00

Labor Cost Details

<u>ID</u>	<u>Space</u>	<u>Event Type</u>	<u>Position</u>	<u>Working Hours</u>	<u>Rate</u>	<u>Total Cost</u>
1532285	108	Cafeteria (High)	Custodian-1	6.00	\$35.00	\$210.00

## TERMS AND CONDITIONS OF THIS LEASE

This lease is governed by the provisions within Palm Beach County School Board Policy 7.18 and the following conditions:

1. In situations where the commonly understood nature of the lease will involve direct contact between the Lessee and students (i.e., private lessons provided by Lessee afterschool to students of the school, summer camp program, etc.), Lessee must warrant and represent that all employees, agents, and contractors of Lessee who will have direct student contact have undergone and passed a Level 2 background screening.  
  
Except when the Lessee is a School-Based Organization, Lessee shall be required to include the following disclaimer in a prominent place on all websites and advertising materials and to provide copies of the website pages and all advertising materials that Lessee produces or distributes to the Principal/Director:  
  
“(Lessee’s name) is not affiliated with or endorsed by the School Board of Palm Beach County or [school name] and the events/activities hosted by [Lessee’s name] on [school name]’s premises pursuant to a lease agreement shall not be construed as being conducted, funded, hosted, or sponsored by the School Board or [school name] on behalf of [Lessee’s name]. The School Board and [school name] undertake no responsibility for supervising or monitoring [Lessee’s name]’s events/activities and will not be liable for any and all actions of [Lessee’s name] on [school name]’s premises.”
2. Lessee will keep said premises in as good condition as when received and will not use or permit any use thereof which will invalidate or increase the rate of insurance, or overload the floors, the pool or otherwise damage the premises.
3. The Lessee’s occupancy of said premises shall be at Lessee’s sole risk and Lessee does hereby knowingly, freely, and voluntarily assume all risk and liability and does hereby release, discharge, covenant not to sue and shall indemnify and save Lessor harmless from and against all loss, costs, damages, claims, suits, actions, judgments, attorney’s fees and court costs, including but not limited to, the Lessor’s own negligence on account of injury or death to persons, or property, arising out of the presence on or the use of School Board property by the Lessee, its agents, members or guests.
4. The Lessee hereby warrants that said Lessee does not and will not discriminate against any person on the basis of race, religion, national origin, age, sex, gender identity or expression unless specifically exempted from compliance herewith by Federal law or Federal regulation.
5. The Lessee shall comply with and be bound by the following terms and conditions:
  - a. No acts shall be allowed in which open flames are used.
  - b. No fireworks or explosives of any nature shall be permitted in or about said facilities.
  - c. No animals, birds or reptiles shall be permitted in or about the facilities.
  - d. No intoxicating beverages of any kind or description shall be kept, used or consumed on the premises.
  - e. No smoking, including e-cigarettes, shall be allowed or permitted anywhere on the premises.
  - f. No unmanned aerial vehicles of any kind, also known as drones, shall be permitted on or about the premises.
  - g. Lessee shall not use any equipment or devices that utilize excessive electrical energy or water, or which in Lessor’s opinion overload the capacity of the utility systems of said premises.
  - h. No use of portable pools, including those used as baptismal pools.
  - i. Foods may be sold or served on campus only if prepared in the school kitchen under the supervision of the facility personnel or if prepared in commercial conditions approved by the health department.
  - j. There shall be proper supervision for the accommodation and control of patrons attending any performance or activity.
  - k. The number of people attending or participating shall not exceed the maximum occupancy capacity of the facility as designated at any time.
  - l. No use of the facility(ies) shall be made contrary to the laws of the State of Florida, or contrary to any ordinance, rules or regulations of any proper government agency having the right to make same.
  - m. The Lessee must provide proof of the required amount of insurance required by the Lessor’s Office of Risk Management. Failure to provide this proof of insurance shall dissolve any obligations of the Lessor under this lease.
  - n. Any other requirements or policies as stipulated by the Superintendent.
6. Signage: Removable temporary directional signage (such as a sandwich sign, banners) directing traffic to a lease event may only be placed at the entrance to the leased facility at the start of each lease event and shall be promptly removed at the end of the lease event each day.
7. The Lessee has examined and knows the condition of said premises and has received the same good order and repair, and that no representations as to the condition or repair thereof have been made by Lessor or the agent of Lessor prior to the execution of this Lease, that are not herein expressed or endorsed hereon.
8. No Lessee may sublease to a third party without the approval of the Superintendent of Schools or designee (lessor).
9. Rental fees are to be paid by cashier’s check (bank check), personal check (\$500 or less) or credit card at least forty-eight (48) hours before the use of a facility and checks must be deposited and cleared prior to the use of the facility. Payment for any use beyond the terms of the approved lease must be made within (7) days of notice from the school to Lessee. Failure to pay these fees in timely fashion shall result in termination of this lease without written notice. Lessee shall and will pay and discharge all costs, expenses and attorney’s fees that shall arise from enforcing the covenants of this lease by the Lessor, or the rights of the Lessor in the premises.
10. The waiver by Lessor of any breach of any term, covenant, or condition shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.
11. The Lessee agrees to identify to the Lessor disabled participants/audience members no later than 14 days prior to the rental date. Either the Lessee, or disabled individual, or their designee, will arrange to visit the site and meet with a facility administrator no later than 7 days prior to the rental date. At that time, the Lessee or the disabled individual or their designee will identify any accessibility issues that would interfere with the full use and enjoyment of the planned activity. If an accessibility issue is identified, the Lessor retains the right to offer an alternative facility, if available, rather than modifying the original facility.

## TERMS AND CONDITIONS OF THIS LEASE

However, nothing herein shall require the Lessor to make such improvements and the Lessee agrees to accept the demised premises in its "as is" condition. Failure of the disabled individual or Lessee or its designee to identify accessibility issues or to meet the time constraints herein, signifies that the facility's accessibility is considered to be adequate by the Lessee, the disabled individual and/or its designee. The Lessee agrees to indemnify and hold Lessor harmless from any and all matters resulting from its use of the demised premises as it relates to the Americans with Disabilities Act of 1990 and the ADA Amendments Act of 2008, including any accommodation arising from the use herein.

12. The Superintendent or designee may cancel a lease on behalf of Lessor in the event of an emergency, facility closing, the Lessee's payment with a dishonored check or draft, or other good cause by providing notice to Lessee as soon as practicable.

All fees paid shall be non-refundable except in the following situations: (a) Lessor cancels the event for a reason other than Lessee's default or anticipatory breach of the lease, including but not limited to, natural catastrophe or storm perils; if the school staff is not able to open the facility and make it available; or (b) illness - Lessee or key individual of Lessee must provide documented proof of illness and written notice of cancellation at least 72 hours before the event is scheduled to begin; if Lessee is an entity and not an individual the Lessee is required to provide an explanation of how the illness of the key individual prevented the entity from holding the event.

Approval of any credit or refund under (b) must be approved by the Principal or Facility Administrator and Chief of Facilities Management and will incur a service charge in the amount of: (i) the greater of \$50.00 or 35% of the facility use fee; plus (ii) any labor provided prior to termination. Any credit approved will be applied to the next usage of the facility where funds are due and not yet paid and must be used within the present school year.

13. The following is applicable if the premises includes the use of a pool:

A minimum of one lifeguard is required at all times. Lifeguards shall be on duty anytime any person is on the pool deck or in the pool. All lifeguards provided by Lessee shall be required to present proof that they hold current and valid certifications in all of the following:

- Red Cross Lifeguard and First Aid
- CPR for the Professional Rescuer (Red Cross)
- AED Certification

The Lessee shall be responsible for providing lifeguards, at Lessee's expense. Team coaches may serve as lifeguards. The lifeguard/swimmer ratio shall be one lifeguard for every 30 swimmers with a maximum of 2 lifeguards for each competitive team. An additional lifeguard will be required if the diving well is used. For example, if a team has 40 swimmers and 4 divers, 3 lifeguards would be required; two for the swimmers and one for the divers. In the event Lessee is unable to provide sufficient lifeguards, Lessee will be charged pursuant to the Rate Schedule for lifeguards, to the extent that they are available. In the event that Lessee is unable to provide the minimum number of required lifeguards and Lessor is unable to secure the additional required lifeguards, Lessor shall cancel the lease without any liability to Lessee, other than a refund of fees paid by the Lessee.

Lessee shall be responsible for insuring that non-swimmers are not allowed in the pool unless they are wearing a Coast Guard approved personal flotation device (PFD).

No leisure activities such as pool parties or open swims are permitted.

14. The Lessee shall purchase and maintain insurance coverage in the same lessee name from a company or companies lawfully authorized to do business in the State of Florida and hold a rating of "A-" or better and a Financial Size Category of "VII" or better according to the most recent rating in effect by the A.M. Best Company.

**Commercial General Liability Insurance - (Required for All Lessees)** The Lessee shall purchase and maintain commercial general liability (CGL) insurance. Limits of liability shall be set at One Million Dollars (\$1,000,000.00) per occurrence. CGL insurance shall contain a general aggregate limit of Two Million Dollars (\$2,000,000.00). Coverage shall include contractual liability, products and completed operations, bodily and personal injury and property damages. The CGL shall be written on the most recent form of CG 00 01 04/13. The School Board must be named as an additional insured under the CGL using ISO Additional Insured Endorsement CG 20 10 04/13 and CG 20 37 04/13 or their equivalent, providing additional insured coverage for both premises/operations and completed operations. This insurance including insurance provided under a commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to or maintained by the School Board utilizing ISO Form CG 20 01 04/13 or its equivalent.

**Workers' Compensation - (Required only if Lessee will have employees engaged in work and on the premises under this Agreement)** Insurance coverage in accordance to and in compliance with Chapter 440, Florida Statutes.

**Employers' Liability - Insurance coverage with limits as follows:**

- a) \$500,000 Bodily Injury by Accident for each accident
- b) \$500,000 Bodily Injury by Disease, policy limit
- c) \$500,000 Bodily Injury by Disease, each employee

**Business Automobile (Required only if bringing automobiles on School Board property as part of the event)** liability shall be required with limits of at least Five Hundred Thousand (\$500,000) per occurrence for both bodily injury and property damage Combined Single Limit for owned, hired and non-owned automobiles, with the School Board of Palm Beach County as the additional insured on the policy. Business auto coverage shall be written on the most recent form of ISO form CA 00 01 or a substitute providing equivalent liability coverage.

15. **Participant Coverage (Required if Lessee's activities include practicing, instructing or participating in any physical exercise or games, sports or athletic contest.)** Limits of coverage should be a minimum of Twenty-Five Thousand (\$25,000.00) for Participant Accidental Medical Coverage.
16. **Waiver of Subrogation - Lessee waives all rights against the Board and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any insurance maintained.** In the event of loss, damage or injury to the Lessee's property, the Lessee shall look solely to any and all insurance in its favor without making any claims against the School Board of Palm Beach County. The Lessee hereby waives any right of subrogation against the School Board of Palm Beach County for loss, damage or injury within the scope of the Lessee's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

*MB/DK 7-0*

**AGENDA ITEM SUMMARY**

*R-2017-1072*

Meeting Date: August 15, 2017 ☒ [X] Consent ☐ [ ] Regular  
☐ [ ] Workshop ☐ [ ] Public Hearing

Department: Fire-Rescue

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: an Interlocal Agreement Relating to Use of Board Facilities and Transfer of a Fire Engine with the School Board of Palm Beach County (SBPBC) to convey and transfer the title of a reserve fleet vehicle (Asset 10136337) to the SBPBC in exchange for the use of Wellington High School valued at \$33,500, contingent upon receipt of a duly executed Acceptance of Fire Rescue Vehicle(s) and/or Equipment form.

**Summary:** Wellington Community High School has requested that Palm Beach County Fire Rescue (PBCFR) donate a fire engine to be used for training purposes within their Fire Academy. PBCFR has identified a 2001 reserve fleet fire engine that has reached the end of its professional usefulness. This Agreement will transfer this engine to the SBPBC in exchange for providing PBCFR with a credit of \$33,500 (value of the fire engine) to be used in lieu of payments for fees charged by the SBPBC for the use of the campus and buildings at Wellington High School. PBCFR uses will include recruiting, testing, training and graduation/promotion ceremonial purposes. This agreement is for a period of ten years commencing on the date of its execution by both parties, or until the exhaustion of the \$33,500 credit, whichever comes first. The SBPBC's non-discrimination policy is consistent with the County's policy with minor discrepancies. The SBPBC's policy does not specifically include ancestry; familial status; or genetic information; however, it does specifically include ethnicity and national origin; parental status; and any other characteristics protected by law, such as genetic information. Countywide (SB)

**Background and Justification:** Wellington High School operates a Fire Science Academy and is in need of a fire engine to teach advanced skills with standard equipment located on a standard fire engine. PBCFR has available a reserve fleet fire engine that has reached the end of its professional usefulness. The transfer of this engine to SBPBC for value will continue PBCFR's cooperation with Wellington High School to motivate and encourage students to become future PBCFR fire fighters, and will be instrumental in their training program.

**Attachments:**

1. Interlocal Agreement (a)
2. Request to Transfer Asset to Fixed Assets Management Office
3. Request Letter from Wellington Community High School

Recommended by: Michael C. Mackey 7/25/17  
Deputy Chief Date

Approved by: J. P. Gill 7/25/17  
Fire Rescue Administrator Date

Approved by: Nancy L. Bolden 8/9/17  
Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>* 0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes \_\_\_\_ No \_\_\_\_

Budget Account No.: Fund \_\_\_\_ Dept \_\_\_\_ Unit \_\_\_\_  
Revenue Source \_\_\_\_/Object \_\_\_\_

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

\* The estimated value of this asset is approximately \$33,500. In exchange for the transfer of this asset, the School Board will provide Fire Rescue with the use of school facilities of equal value.

C. Departmental Fiscal Review: *my in-kind match*  
OFMB FAMO 7/27/17

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development and Control Comments:

*[Signature]* 7/28/17  
OFMB 8/1/17

*[Signature]* 8/1/17  
Contract Development and Control

### B. Legal Sufficiency

*[Signature]* 8/8/17  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

REVISED 9/03  
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

R 2017 10 72

**INTERLOCAL AGREEMENT RELATING TO  
USE OF BOARD FACILITIES AND TRANSFER OF A FIRE ENGINE  
BETWEEN THE SCHOOL BOARD OF PALM BEACH COUNTY  
AND PALM BEACH COUNTY**

This **INTERLOCAL AGREEMENT RELATING TO USE OF BOARD FACILITIES AND TRANSFER OF A FIRE ENGINE** is made and entered into on AUG 15 2017, by and between 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 the "School Board") and Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County").

**WHEREAS**, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 authorizes local governments to make the most effective use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; exercising jointly any power, privilege or authority each might exercise separately; and

**WHEREAS**, the County provides Fire Rescue services, and the School Board operates a duly approved Fire Science Academy at Wellington High School ("School"); and

**WHEREAS**, the County desires the use of the campus and buildings ("Board Facilities") on property owned by the School Board at the School, as more particularly described on **Exhibit A** attached hereto and made a part hereof, for Fire Rescue recruiting, testing, training, and graduation/promotion ceremonial purposes (Fire Rescue Uses); and

**WHEREAS**, the commonly understood nature of Fire Rescue Uses is not intended to have direct student contact; and

**WHEREAS**, the School Board desires ownership of a fire engine for use in their Fire Science Academy at the School; and

**WHEREAS**, the County currently owns a 2001 reserve fleet fire engine, including any associated equipment thereon, ("Engine"), as more particularly described on **Exhibit B** attached hereto and made a part hereof, which is valued at approximately \$33,500 and which is no longer economic or efficient for continuing use by the County; and

**WHEREAS**, the parties mutually desire for the County to transfer said Engine to the School Board for use in the School's Fire Science Academy, and for the School Board to provide to the County a credit, in an amount equivalent to the value of said Engine, to be applied against the School Board's typical non-

profit facility use fees for the County's use of the Board Facilities for Fire Rescue recruiting and testing purposes; and

**WHEREAS**, both parties acknowledge that the exchange of these above mentioned assets for the equivalent value is mutually beneficial.

**NOW, THEREFORE**, for and in consideration of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

#### **SECTION 1. INCORPORATION OF FACTS**

The facts set forth above in the preamble to this Agreement are true and correct and are hereby reaffirmed by the parties.

#### **SECTION 2. PURPOSE**

The purpose of this Agreement is to provide for the transfer of a Palm Beach County Fire Rescue Engine for use in the School's Fire Science Academy, in exchange for a value-equivalent credit to be applied against the typical non-profit facility use fees for the County's use of Board Facilities at the School for Fire Rescue Uses.

#### **SECTION 3. REPRESENTATIVE AND CONTRACT MONITOR**

The County's representative and contract monitor during the performance of this Agreement is the Fire Rescue Administrator, whose telephone number is 561-616-7000. The School Board's representative and contract monitor during the performance of this Agreement is the Principal of Wellington High School whose telephone number is 561-795-9400.

#### **SECTION 4. COUNTY RESPONSIBILITIES**

##### **A. Transfer of Engine**

The County shall convey the Engine, as more particularly described in **Exhibit B** attached hereto and incorporated herein, to the School Board and tender the Certificate of Title, free and clear of all liens, to the School Board, contingent upon the County's receipt of the Acceptance of Fire Rescue Vehicle(s) and/or Equipment form, attached hereto as **Exhibit C** and incorporated herein, duly executed on behalf of the School Board. The Engine shall be conveyed to the School Board in "as is" condition.

##### **B. Use of Board Facilities**

The County shall use the Board Facilities solely for the County's Fire Rescue Uses and for no other purposes, unless expressly agreed to by the parties' contract monitors. All Fire Rescue Uses shall take place during non-student hours or non-student days. The County shall coordinate all Fire Rescue Uses in advance with the School's Principal, or his/her designee. The parties shall execute a lease

agreement for each Fire Rescue Use. Said lease agreement will be substantially in the form set forth in the "Lease Agreement for the Use of School Facilities" sample attached hereto as **Exhibit D**, except that Paragraphs 1, 3, 5(m), 5(n), 9, 14, 15 and 16, and the last sentence of Paragraph 11 of the "Terms and Conditions of this Lease" set forth therein shall not apply, notwithstanding anything stated therein or herein to the contrary. To the extent that any of the applicable provisions of such "Term and Conditions of this Lease" conflict with, or are inconsistent with, any provision set forth in this Agreement, the provision(s) of this Agreement shall prevail. The County hereby delegates its Fire Rescue Administrator, or designee, to execute said lease agreement on behalf of the County; and the School Board hereby delegates the School's Principal, or designee, to execute said lease agreement on behalf of the School Board.

The School Board's non-profit facility use fees in effect at the time of the Fire Rescue Use shall be waived for all Fire Rescue Uses up to a cumulative credit amount of \$33,500. Accordingly, the lease agreement shall reflect no charge and/or a full waiver for "Room Cost". The County shall be responsible for paying the applicable labor fees associated with all Fire Rescue Uses at the standard rates in effect at the time of the Fire Rescue Use. Once the waived facility use fees reach the cumulative credit amount of \$33,500, the County shall be required to resume paying these fees along with the labor fees for future Fire Rescue Uses.

The County shall provide adequate supervision of its Fire Rescue Uses to minimize bodily harm to the County's employees participating in the Fire Rescue Uses together with all agents, invitees, School Board's employees, agents, invitees, and damage to the School Board's real and personal property in the vicinity of the Board Facilities. All Fire Rescue Uses shall be conducted in accordance with industry safety standards to minimize the risk exposure.

The County shall visually inspect the Board Facilities prior to beginning its Fire Rescue Uses for dangerous conditions in or around the Board Facilities. The County shall keep the Board Facilities and surrounding area clean and free of all waste, garbage and rubbish resulting from the County's use of the Board Facilities.

In the event that any part of the School property is damaged by the County, its agents, employees or invitees, during the Fire Rescue Uses, the County shall promptly notify the School Board in writing of the damage and, to the extent permitted by law and without waiving its right to sovereign immunity, shall reimburse the School Board for the actual costs to repair the damage. Reimbursement shall be made within thirty (30) days of a written request for reimbursement of costs.

The alternation or modification of the Board Facilities or construction of any improvements to the Board Facilities by the County is strictly prohibited.

## SECTION 5. SCHOOL BOARD RESPONSIBILITIES

### A. Acceptance of Engine

The County shall deliver the Engine to the School Board at the County's Fire Rescue Vehicle Maintenance Shop, located at 2601 Vista Parkway, West Palm Beach, FL 33411. The School Board shall accept title, ownership and possession of the Engine after executing the Acceptance of Fire Rescue Vehicle(s) and/or Equipment form, attached hereto as **Exhibit C** and incorporated herein. The School Board hereby authorizes its Chief of Facilities to execute said form on behalf of the School Board, thereby binding the School Board thereto, and to take possession of the Engine for the School Board. The School Board shall bear full responsibility, liability and costs for transporting the Engine to the School Board's premises. The School Board shall fully insure the Engine prior to taking possession of it. The School Board shall promptly take all actions necessary to finalize the transfer of title from the County to the School Board, and shall pay any title transfer fees. The School Board acknowledges and confirms that it has thoroughly inspected all relevant aspects the Engine and evaluated its condition and its suitability for use in the School's Fire Science Academy. The School Board accepts the Engine in its "AS IS, WHERE IS AND WITH ALL FAULTS" condition and assumes all risk associated with use of the Engine. The School Board further acknowledges and confirms that the County has made no warranties or representations regarding the condition of the Engine, including, but not limited to, any representations or warranties regarding the suitability of the Engine for use by the School for the Fire Science Academy.

### B. Use of Board Facilities

The School Board shall make the Board Facilities, as more particularly described in **Exhibit A** attached hereto and incorporated herein, available to the County, and the School Principal shall approve such access and use, according to the Priority of Use at no cost or expense to the County except as provided for in this Agreement. "Priority of Use" shall mean the priority of uses when there are conflicting requests for the use of a Board Facility. The Priority of Use shall be as follows: 1) School Board activities and programs scheduled prior to County's request for Fire Rescue Uses; 2) School Board Facility Lease Agreements executed prior to County's request for Fire Rescue Uses; 3) Fire Rescue Uses pursuant to this Agreement.

The School Board shall allow the County to conduct its Fire Rescue Uses in the Board Facilities and shall provide the County with access to the Board Facilities as approved by the School's Principal.

The School Board hereby grants to the County a credit in the amount of \$33,500, to be applied against the School Board's typical non-profit facility use fees for the County's use of the Board Facilities as contemplated by this Agreement. All Fire Rescue Uses shall be documented and tracked by the School using the Tririga leasing system with the typical non-profit facility use fees waived up to a cumulative

credit amount of \$33,500. Upon the scheduling of each Fire Rescue Use, the School shall provide the County with confirmation of the scheduled Fire Rescue Use date, time, and room or location, as well as the amount of the waived typical non-profit facility use fee for said Use. Once the waived facility use fees reach the cumulative credit amount of \$33,500, the School Board shall be required to notify the County that the County is required to resume paying these fees along with the labor fees for future Fire Rescue Uses.

**SECTION 6. LICENSE**

Notwithstanding any provision of this Agreement to the contrary, the use the Board Facilities by the County shall only amount to a license to use the Board Facilities, which license shall be revocable by the School Board for any reason whatsoever. However, within thirty days of any such revocation, the School Board shall pay to the County the remaining balance of the County's credit, in an amount equal to \$33,500 minus the cumulative amount of the non-profit facility use fees waived for previous Fire Rescue Uses. The parties agree that nothing in this Agreement shall be construed as granting the County any title, interest or estate in the Board Facilities.

**SECTION 7. DEFAULT**

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

**SECTION 8. NOTICES**

All written notices required by this Agreement shall be sent by certified mail, return receipt requested, to the following:

As to County:

Palm Beach County Fire Rescue  
405 Pike Road  
West Palm Beach, Florida 33411  
Attn: Fire Rescue Administrator

With a copy to:

County Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401

As to School Board:

Wellington High School  
2101 Greenview Shores Boulevard  
Wellington, Florida 33414  
Attn: Principal

With a copy to:

School Board of Palm Beach County  
3318 Forest Hill Boulevard  
West Palm Beach, Florida 33406-5813  
Attn: Chief of Facilities

General Counsel  
P.O. Box 19239  
West Palm Beach, Florida 33416

Each party may change its address upon written notice to the other.

#### **SECTION 9. REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this 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. NON-DISCRIMINATION**

The School Board warrants and represents that all of its employees, students and applicants are treated equally without regard to race, sex, sexual orientation, gender identity and expression, color, religion, disability, age, marital status, familial status, national origin, ancestry, or genetic information; and that no person shall, based on any of these grounds, be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of this Agreement.

School Board 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 School Board 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 School Board will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

#### **SECTION 11. CAPTIONS**

The caption and section designations herein set forth are for convenience only and shall have no substantive meaning.

#### **SECTION 12. SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

### **SECTION 13. ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the School Board agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. 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 14. MODIFICATION AND AMENDMENT**

No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

### **SECTION 15. JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

### **SECTION 16. FILING**

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

### **SECTION 17. EFFECTIVE DATE AND TERMINATION**

This Agreement shall take effect upon approval by all parties and shall automatically expire upon the earlier of the following: (1) the County's Fire Rescue Uses has exhausted the County's cumulative credit of \$33,500 against the typical non-profit facility use fees for the Board Facilities, or (2) ten years of the date of this Agreement.

### **SECTION 18. NO ASSUMPTION OF LIABILITY**

Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of any other party. Further, nothing herein shall be construed as a waiver of sovereign immunity.

### **SECTION 19. LIABILITY FOR INJURY**

All the privileges and immunities from liability, exemptions from law, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of the officers or employees of either party when performing their respective functions, within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties extraterritorially. Liability for injury to personnel, and for loss or damage of

equipment, shall be borne by the party employing such personnel, and owning or possessing such equipment.

#### **SECTION 20. INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the County acknowledges to be self-insured for General Liability and Automotive Liability under Florida's sovereign immunity statute with monetary waiver limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such limits that may change and be set forth by the legislature.

The County acknowledges to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.

When requested, the County agrees to provide a Certificate of Insurance evidencing self-insurance and/or sovereign immunity status, which the School Board agrees to recognize as acceptable for the above mentioned coverages.

#### **SECTION 21. INDEMNIFICATION**

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless the School Board against any actions, claims or damages arising out of the County's negligence in connection with this Agreement, and the School Board shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the School Board's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

#### **SECTION 22. SURVIVABILITY**

Any provision of this Agreement which by its language or its nature imposes an obligation of a continuing nature or extending beyond the term of this Agreement, including warranties and representations, and obligations relating to records, claims, indemnification and legal proceedings, shall survive the expiration or earlier termination of this Agreement.

#### **SECTION 23. SUCCESSORS AND ASSIGNS**

The County and the School Board each binds itself and its partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such party in respect to all covenants of this Agreement. Neither the County nor the School Board shall assign, sublet, subcontract, convey or transfer its interest in the Agreement, in whole or in part, without the prior written consent of the other party.

#### **SECTION 24. CONFLICT RESOLUTION**

Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict. In the event the dispute or conflict cannot be resolved between the respective Contract Monitors, the dispute or conflict shall be referred to the Board's Chief Operating Officer, in consultation with the Area Superintendent, and the County's Assistant County Administrator who shall both make a good faith effort to resolve the dispute or conflict, prior to either party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

#### **SECTION 25. FORCE MAJEURE**

Neither party shall be deemed in default nor in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, flood, fire, explosion, sabotage, lockout, strike or other labor dispute, war, riot or civil commotion.

#### **SECTION 26. AVAILABILITY OF FUNDS**

Each party's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder for each fiscal year, and is subject to any budgetary limitations imposed by law.

#### **SECTION 27. 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 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 School Board, 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 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The County agrees and understands that the School Board's Office of Inspector General ("School Board's Inspector General") shall, to the extent permitted by law, have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed

or used by the County with regard to this Agreement. The County employees, vendors, officers and agents shall, to the extent permitted by law, furnish the School Board's Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the School Board's Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to this Agreement. Furthermore, the County understands, acknowledges and agrees to abide by School Board Policy 1.092(4)(d).

#### **SECTION 28. RECORDS RETENTION**

Each party shall maintain all records pertaining to the services delivered under this Agreement for a period of at least three (3) years. Each party shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law.

#### **SECTION 29. RELATIONSHIP OF EMPLOYEES**

No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, during the performance of services hereunder.

#### **SECTION 30. NO THIRD PARTY BENEFICIARY**

No provision of this 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 Agreement, including but not limited to any citizens or employees of the County or the School Board.

#### **SECTION 31. JURY TRIAL WAIVER**

**THE COUNTY AND SCHOOL BOARD HEREBY VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM HAVE OR MAY HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CONTROVERSIES OR DISPUTES WHICH MAY ARISE OUT OF THIS AGREEMENT OR WHICH MAY IN ANY WAY, DIRECTLY OR INDIRECTLY, BE CONNECTED WITH THE BOARD FACILITIES.**

### **SECTION 32. LIENS**

School Board's interest in the School and Board Facilities shall not be subject to liens arising from County's Fire Rescue Uses. County shall promptly cause any lien imposed against the School or Board Facilities arising from County's Fire Rescue Uses to be discharged or transferred to bond.

[remainder of page left intentionally blank]

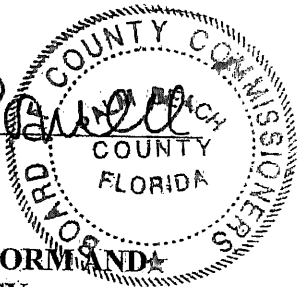
IN WITNESS WHEREOF, the undersigned parties made and executed this Agreement on the day and year first written above.

ATTEST:

SHARON R. BOCK, CLERK &  
COMPTROLLER


By:

  
Deputy Clerk



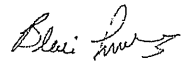
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:

  
County Attorney

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:




School Board Attorney

Digitally signed by Blair Littlejohn  
DN: cn=Blair Littlejohn, o=School Board of Palm  
Beach County, ou=Office of General Counsel,  
email=blair.littlejohn@palmbeachschools.org, c=US  
Date: 2017.07.06 17:04:54 -0400

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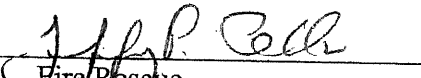
AUG 1 5 2017  
PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By:

  
Paulette Burdick, Mayor

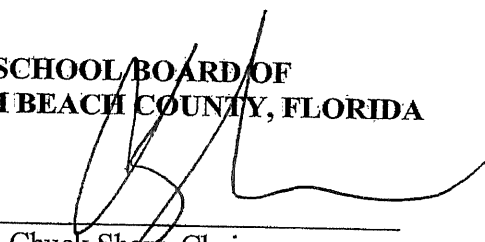
APPROVED AS TO TERMS AND  
CONDITIONS

By:

  
Fire Rescue

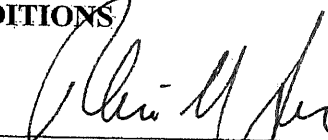
THE SCHOOL BOARD OF  
PALM BEACH COUNTY, FLORIDA

By:

  
Chuck Shaw, Chairman

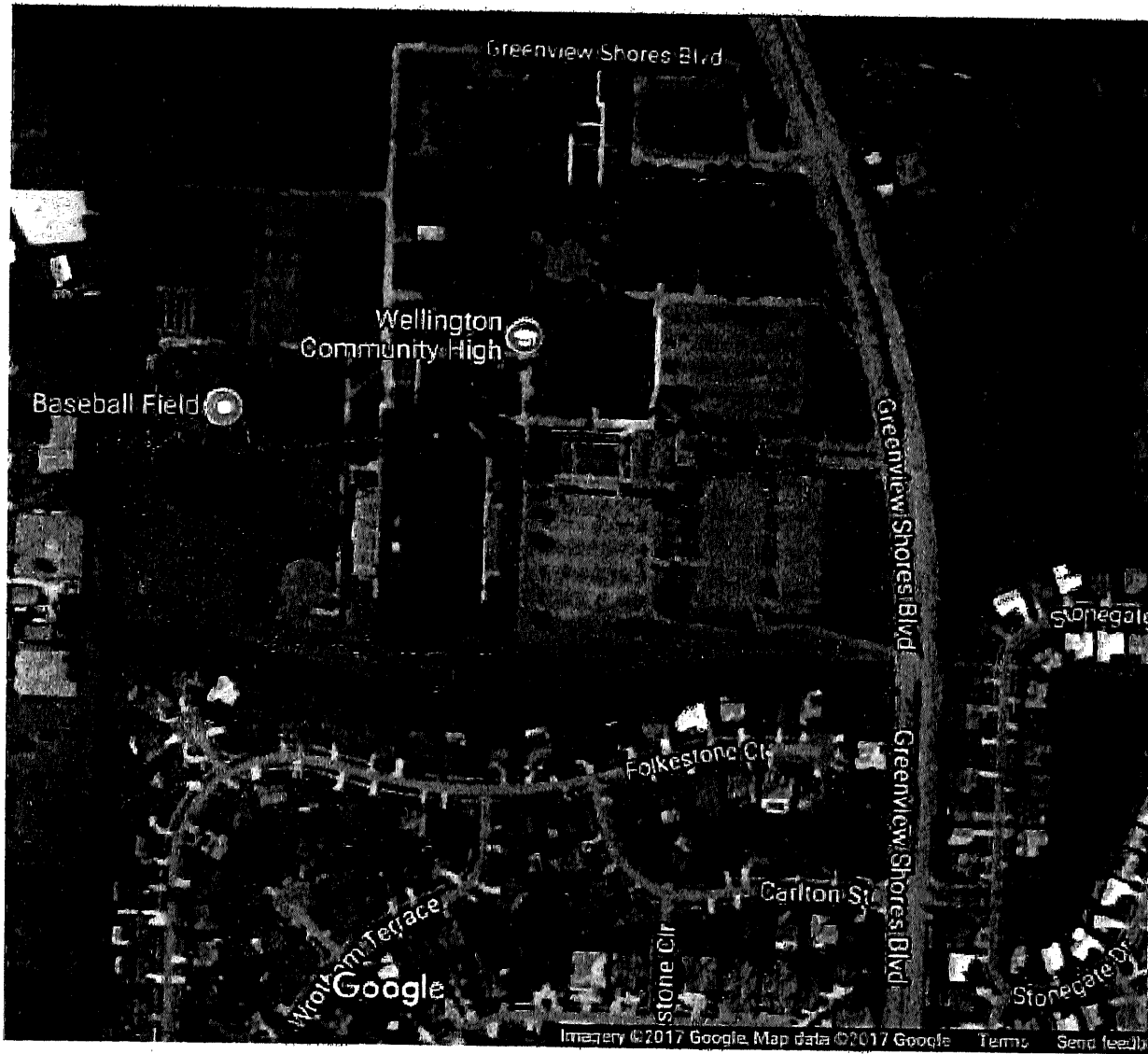
APPROVED AS TO TERMS AND  
CONDITIONS

By:



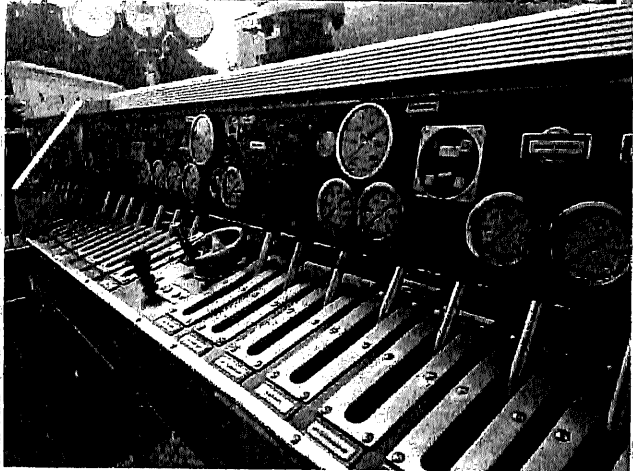
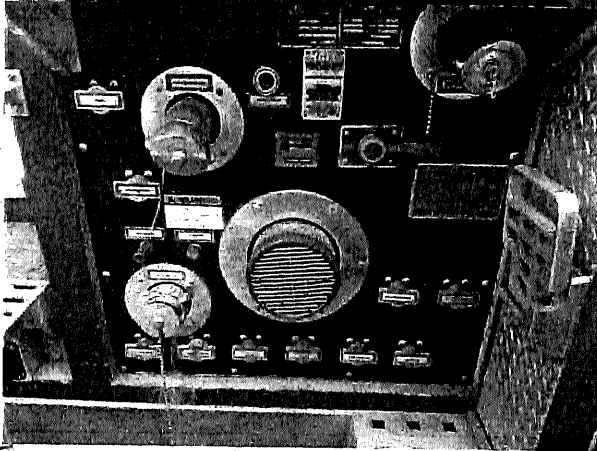
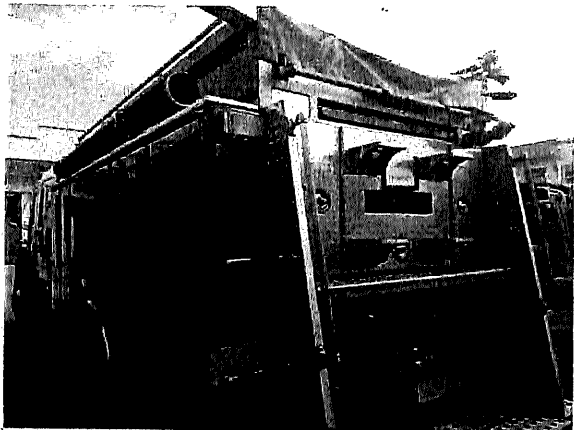
Robert M. Avossa, Ed.D., Superintendent

Wellington High School Campus



Description of Fire Engine

Make:	Freightliner
Model:	FL80
Year:	2001
Vehicle Identification Number (VIN):	1FVABXBS51HA84882
Engine Type and #:	
Equipment included on Vehicle:	affixed equipment and hi combat hoses (various sizes and lengths)
Odometer Reading:	



Acceptance of Fire Rescue Vehicle(s) and/or Equipment

The School Board of Palm Beach County (hereinafter referred to as "School Board") receives and accepts from Palm Beach County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") title, ownership and possession of the following fire rescue vehicle(s) and/or equipment.

Description of Vehicle(s) and/or Equipment, as applicable:

Make:	<u>Freightliner</u>
Model:	<u>FL80</u>
Year:	<u>2001</u>
Vehicle Identification Number (VIN):	<u>1FVABXBS51HA84882</u>
Equipment included on Vehicle:	<u>affixed equipment and hi combat hoses (various sizes and lengths)</u>
Odometer Reading:	<u></u>

School Board acknowledges that it has inspected the vehicle(s) and/or equipment identified above and that it accepts each one "as is". School Board further acknowledges that County has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the fitness, merchantability, design, construction, capacity, suitability or performance of the transferred vehicle(s) and/or equipment as identified above.

**Disclaimer of Warranties and Liability.** School Board understands and agrees that the County is not the manufacturer or merchant of the transferred vehicle(s) and/or equipment as identified above, nor the agent of said manufacturer or merchant, and that no warranties, whether express or implied, are given by County.

**THE VEHICLE(S) AND/OR EQUIPMENT TRANSFERRED TO THE SCHOOL BOARD BY THE COUNTY, AND ACCEPTED BY THE SCHOOL BOARD HEREUNDER, ARE TRANSFERRED, CONVEYED AND ACCEPTED "AS IS". NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE GIVEN. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.**

School Board acknowledges and agrees that it has fully inspected the vehicles and/or equipment identified above and accepts said vehicle(s) and/or equipment in complete reliance upon School Board's inspection of said vehicles and/or equipment and upon School Board's own knowledge and expertise in evaluating the condition of the said vehicles and/or equipment and School Board's intended use of said vehicles and/or equipment. School Board acknowledges and agrees that in accepting said vehicles and/or equipment, School Board has not, and shall not, rely upon any statement, advice, information or representation made by the County or any of its employees, officers or agents. No oral or written statement, advice, information or representation from County or any of its employees, officers or agents, whether given before or after delivery of the vehicle(s) and/or equipment, shall create a warranty, and School Board acknowledges and agrees that it has not, and shall not, rely on any such advice, information or representation.

Acceptance of Fire Rescue Vehicle(s) and/or Equipment

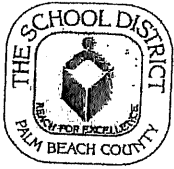
School Board understands and agrees that the County is not a seller engaged in the business of selling vehicles and/or equipment such as those identified above. School Board shall be solely responsible for inspecting the vehicle(s) and/or equipment identified above for any defects, either latent or patent, and for refurbishing and repairing said vehicle(s) and/or equipment as necessary prior to their use and operation, and that the County shall have no obligation or liability for such. School Board acknowledges that the County has warned School Board, and School Board specifically understands, that the vehicle(s) and/or equipment identified above may not be suitable or safe for School Board’s intended use and operation until inspected, repaired and refurbished by School Board, and School Board agrees to do so prior to allowing the use and/or operation of said vehicle(s) and/or equipment. School Board shall be solely responsible for continuing maintenance of the transferred vehicle(s) and/or equipment, and the County shall have no obligation or liability for such.

**Hold Harmless and Indemnification.** To the extent permitted by law, School Board shall indemnify, defend and hold harmless the County, including its employees, officers, and agents, against any actions, claims or damages arising out of School Board’s use, possession, operation, maintenance or ownership of any vehicle(s) and/or equipment transferred to, and accepted by, School Board. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

School Board of Palm Beach County

BY: \_\_\_\_\_  
Chief of Facilities  
Date \_\_\_\_\_  
  
\_\_\_\_\_  
(Print Name)  
through a delegation of authority by the School Board,  
as provided for in the Interlocal Agreement Relating  
To Use of Board Facilities and Transfer of a Fire Engine  
between the School Board and the County

# Lease Agreement for the Use of School Facilities Sample



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Lease Agreement for the Use of School Facilities

Lease ID: LID - 2017 - 2191 - 1036

Revision: 0

Lessee Type:  
Non-Profit (Non-Taxable)

Status:  
Issued

School Facility:  
Wellington Community High

**DIRECTIONS:** Please review all information for accuracy. Have Lessee and Witness sign and date document below. After this lease agreement has been completed and all signatures obtained, make copies for Lessee. Schools are to keep the signed, original leases on file at the school center location.

This AGREEMENT made on 01/18/2017, between The SCHOOL BOARD OF PALM BEACH COUNTY, as Lessor, and Palm Beach County Fire Rescue, as Lessee located at the following address:

Address 405 Pike Road  
State Florida

City West Palm Beach  
Zip Code 33411

Exhibits provided by Lessee include the following:

☒ Liability Insurance\* ☒ Sales Tax Exempt Certification ☐ Status of Corporation  
☒ Non-Profit Corporation ☐ Health Department

Event Name Palm Beach County Fire Rescue

Event Description Captain Practical Promotional Exam

## SUMMARY OF LEASE AGREEMENT CHARGES:

Room Cost	Ext. Lighting	Taxes	Insurance*	Labor Cost	Waiver	Amount Due
\$4,950.00	\$0.00	\$0.00	\$0.00	\$350.00	\$0.00	\$5,300.00

\*Total is displayed only if purchased from School Board of Palm Beach County

That by signing this agreement, Lessor does hereby lease unto the Lessee and Lessee takes and hires from Lessor its premises for the event as described in this contract, for the purpose as specified and agreed upon, and will abide by all other "Terms & Conditions" listed on or attached to this lease, front and back, including all required documentation.

Signature of Lessee

1/18/17  
Date

Mario Crocetti  
School Principal's Signature

Signature Witness

1/18/17  
Date

01/18/2017  
Date approved by Principal in System

Lease Agreement for the Use of School Facilities Sample

Location Cost Details											
<u>Reservation</u>	<u>Space</u>	<u>Rate Type</u>	<u>Planned Start</u>	<u>Planned End</u>	<u>Room Cost</u>	<u>Total Taxes</u>	<u>Insur. Cost</u>	<u>Labor Cost</u>	<u>Ext. Light Cost</u>	<u>Total Waiver</u>	<u>Effective Cost</u>
1428825	141	Classroom	01/21/2017 06:00:00	01/21/2017 15:00:00	\$225.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$225.00
1428825	134	Classroom	01/21/2017 06:00:00	01/21/2017 15:00:00	\$225.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$225.00
1428825	136	Classroom	01/21/2017 06:00:00	01/21/2017 15:00:00	\$225.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$225.00
1428825	143	Classroom	01/21/2017 06:00:00	01/21/2017 15:00:00	\$225.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$225.00
1428825	142	Classroom	01/21/2017 06:00:00	01/21/2017 15:00:00	\$225.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$225.00
1428825	127	Classroom	01/21/2017 06:00:00	01/21/2017 15:00:00	\$225.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$225.00
1428823	108	Cafeteria (High)	01/21/2017 06:00:00	01/21/2017 15:00:00	\$540.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$540.00
1428825	139	Classroom	01/21/2017 06:00:00	01/21/2017 15:00:00	\$225.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$225.00
1428825	138	Classroom	01/21/2017 06:00:00	01/21/2017 15:00:00	\$225.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$225.00
1428825	130	Classroom	01/21/2017 06:00:00	01/21/2017 15:00:00	\$225.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$225.00
1428825	140	Classroom	01/21/2017 06:00:00	01/21/2017 15:00:00	\$225.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$225.00
1428825	124	Classroom	01/21/2017 06:00:00	01/21/2017 15:00:00	\$225.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$225.00
1428825	135	Classroom	01/21/2017 06:00:00	01/21/2017 15:00:00	\$225.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$225.00
1428825	126	Classroom	01/21/2017 06:00:00	01/21/2017 15:00:00	\$225.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$225.00
1428825	132	Classroom	01/21/2017 06:00:00	01/21/2017 15:00:00	\$225.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$225.00
1428822	154B	Media Center	01/21/2017 06:00:00	01/21/2017 15:00:00	\$315.00	\$ .00	\$ .00	\$350.00	\$ .00	\$ .00	\$665.00
1428824	110	Auditorium (sm)	01/21/2017 06:00:00	01/21/2017 15:00:00	\$495.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$495.00
1428825	125	Classroom	01/21/2017 06:00:00	01/21/2017 15:00:00	\$225.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$225.00
1428825	137	Classroom	01/21/2017 06:00:00	01/21/2017 15:00:00	\$225.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$225.00
Labor Cost Details											
<u>ID</u>	<u>Space</u>	<u>Event Type</u>	<u>Position</u>	<u>Working Hours</u>	<u>Rate</u>	<u>Total Cost</u>					
1428822	154B	Media Center	Custodian-1	10.00	\$35.00	\$350.00					

Lease Agreement for the Use of School Facilities Sample

TERMS AND CONDITIONS OF THIS LEASE

This lease is governed by the provisions within Palm Beach County School Board Policy 7.18 and the following conditions:

1. In situations where the commonly understood nature of the lease will involve direct contact between the Lessee and students (i.e., private lessons provided by Lessee afterschool to students of the school, summer camp program, etc.), Lessee must warrant and represent that all employees, agents, and contractors of Lessee who will have direct student contact have undergone and passed a Level 2 background screening.  
Except when the Lessee is a School-Based Organization, Lessee shall be required to include the following disclaimer in a prominent place on all websites and advertising materials and to provide copies of the website pages and all advertising materials that Lessee produces or distributes to the Principal/Director:  
"[Lessee's name] is not affiliated with or endorsed by the School Board of Palm Beach County or [school name] and the events/activities hosted by [Lessee's name] on [school name]'s premises pursuant to a lease agreement shall not be construed as being conducted, funded, hosted, or sponsored by the School Board or [school name] on behalf of [Lessee's name]. The School Board and [school name] undertake no responsibility for supervising or monitoring [Lessee's name]'s events/activities and will not be liable for any and all actions of [Lessee's name] on [school name]'s premises."
2. Lessee will keep said premises in as good condition as when received and will not use or permit any use thereof which will invalidate or increase the rate of insurance, or overload the floors, the pool or otherwise damage the premises.
3. The Lessee's occupancy of said premises shall be at Lessee's sole risk and Lessee does hereby knowingly, freely, and voluntarily assume all risk and liability and does hereby release, discharge, covenant not to sue and shall indemnify and save Lessor harmless from and against all loss, costs, damages, claims, suits, actions, judgments, attorney's fees and court costs, including but not limited to, the Lessor's own negligence on account of injury or death to persons, or property, arising out of the presence on or the use of School Board property by the Lessee, its agents, members or guests.
4. The Lessee hereby warrants that said Lessee does not and will not discriminate against any person on the basis of race, religion, national origin, age, sex, gender identity or expression unless specifically exempted from compliance herewith by Federal law or Federal regulation.
5. The Lessee shall comply with and be bound by the following terms and conditions:
  - a. No acts shall be allowed in which open flames are used.
  - b. No fireworks or explosives of any nature shall be permitted in or about said facilities.
  - c. No animals, birds or reptiles shall be permitted in or about the facilities.
  - d. No intoxicating beverages of any kind or description shall be kept, used or consumed on the premises.
  - e. No smoking, including e-cigarettes, shall be allowed or permitted anywhere on the premises.
  - f. No unmanned aerial vehicles of any kind, also known as drones, shall be permitted on or about the premises.
  - g. Lessee shall not use any equipment or devices that utilize excessive electrical energy or water, or which in Lessor's opinion overload the capacity of the utility systems of said premises.
  - h. No use of portable pools, including those used as baptismal pools.
  - i. Foods may be sold or served on campus only if prepared in the school kitchen under the supervision of the facility personnel or if prepared in commercial conditions approved by the health department.
  - j. There shall be proper supervision for the accommodation and control of patrons attending any performance or activity.
  - k. The number of people attending or participating shall not exceed the maximum occupancy capacity of the facility as designated at any time.
  - l. No use of the facility(ies) shall be made contrary to the laws of the State of Florida, or contrary to any ordinance, rules or regulations of any proper government agency having the right to make same.
  - m. The Lessee must provide proof of the required amount of insurance required by the Lessor's Office of Risk Management. Failure to provide this proof of insurance shall dissolve any obligations of the Lessor under this lease.
  - n. Any other requirements or policies as stipulated by the Superintendent.
6. Signage: Removable temporary directional signage (such as a sandwich sign, banners) directing traffic to a lease event may only be placed at the entrance to the leased facility at the start of each lease event and shall be promptly removed at the end of the lease event each day.
7. The Lessee has examined and knows the condition of said premises and has received the same good order and repair, and that no representations as to the condition or repair thereof have been made by Lessor or the agent of Lessor prior to the execution of this Lease, that are not herein expressed or endorsed hereon.
8. No Lessee may sublease to a third party without the approval of the Superintendent of Schools or designee (lessor).
9. Rental fees are to be paid by cashier's check (bank check), personal check (\$500 or less) or credit card at least forty-eight (48) hours before the use of a facility and checks must be deposited and cleared prior to the use of the facility. Payment for any use beyond the terms of the approved lease must be made within (7) days of notice from the school to Lessee. Failure to pay these fees in timely fashion shall result in termination of this lease without written notice. Lessee shall and will pay and discharge all costs, expenses and attorney's fees that shall arise from enforcing the covenants of this lease by the Lessor, or the rights of the Lessor in the premises.
10. The waiver by Lessor of any breach of any term covenant, or condition shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.
11. The Lessee agrees to identify to the Lessor disabled participants/audience members no later than 14 days prior to the rental date. Either the Lessee, or disabled individual, or their designee, will arrange to visit the site and meet with a facility administrator no later than 7 days prior to the rental date. At that time, the Lessee or the disabled individual or their designee will identify any accessibility issues that would interfere with the full use and enjoyment of the planned activity. If an accessibility issue is identified, the Lessor retains the right to offer an alternative facility, if available, rather than modifying the original facility.

Lease Agreement for the Use of School Facilities Sample

TERMS AND CONDITIONS OF THIS LEASE

However, nothing herein shall require the Lessor to make such improvements and the Lessee agrees to accept the demised premises in its "as is" condition. Failure of the disabled individual or Lessee or its designee to identify accessibility issues or to meet the time constraints herein, signifies that the facility's accessibility is considered to be adequate by the Lessee, the disabled individual and/or its designee. The Lessee agrees to indemnify and hold Lessor harmless from any and all matters resulting from its use of the demised premises as it relates to the Americans with Disabilities Act of 1990 and the ADA Amendments Act of 2008, including any accommodation arising from the use herein.

12. The Superintendent or designee may cancel a lease on behalf of Lessor in the event of an emergency, facility closing, the Lessee's payment with a dishonored check or draft, or other good cause by providing notice to Lessee as soon as practicable.

All fees paid shall be non-refundable except in the following situations: (a) Lessor cancels the event for a reason other than Lessee's default or anticipatory breach of the lease, including but not limited to, natural catastrophe or storm perils if the school staff is not able to open the facility and make it available; or (b) illness of the Lessee or key individual of Lessee must provide documented proof of illness and written notice of cancellation at least 72 hours before the event is scheduled to begin; if Lessee is an entity and not an individual the Lessee is required to provide an explanation of how the illness of the key individual prevented the entity from holding the event.

Approval of any credit or refund under (b) must be approved by the Principal or Facility Administrator and Chief of Facilities Management and will incur a service charge in the amount of: (i) the greater of \$50.00 or 35% of the facility use fee; plus (ii) any labor provided prior to termination. Any credit approved will be applied to the next usage of the facility where funds are due and not yet paid and must be used within the present school year.

13. The following is applicable if the premises includes the use of a pool:

A minimum of one lifeguard is required at all times. Lifeguards shall be on duty anytime any person is on the pool deck or in the pool. All lifeguards provided by Lessee shall be required to present proof that they hold current and valid certifications in all of the following:

- Red Cross Lifeguard and First Aid
- CPR for the Professional Rescuer (Red Cross)
- AED Certification

The Lessee shall be responsible for providing lifeguards, at Lessee's expense. Team coaches may serve as lifeguards. The lifeguard/swimmer ratio shall be one lifeguard for every 30 swimmers with a maximum of 2 lifeguards for each competitive team. An additional lifeguard will be required if the diving well is used. For example, if a team has 40 swimmers and 4 divers, 3 lifeguards would be required; two for the swimmers and one for the divers. In the event Lessee is unable to provide sufficient lifeguards, Lessee will be charged pursuant to the Rate Schedule for lifeguards, to the extent that they are available. In the event that Lessee is unable to provide the minimum number of required lifeguards and Lessor is unable to secure the additional required lifeguards, Lessor shall cancel the lease without any liability to Lessee, other than a refund of fees paid by the Lessee.

Lessee shall be responsible for insuring that non-swimmers are not allowed in the pool unless they are wearing a Coast Guard approved personal flotation device (PFD).

No leisure activities such as pool parties or open swims are permitted.

14. The Lessee shall purchase and maintain insurance coverage in the same Lessee name from a company or companies lawfully authorized to do business in the State of Florida and hold a rating of "A-" or better and a Financial Size Category of "VIII" or better according to the most recent rating in effect by the A.M. Best Company.

**Commercial General Liability Insurance - (Required for All Lessees)** The Lessee shall purchase and maintain commercial general liability (CGL) insurance. Limits of liability shall be set at One Million Dollars (\$1,000,000.00) per occurrence. CGL insurance shall contain a general aggregate limit of Two Million Dollars (\$2,000,000.00). Coverage shall include contractual liability, products and completed operations, bodily and personal injury and property damages. The CGL shall be written on the most recent form of CG 00 01 04/13. The School Board must be named as an additional insured under the CGL using ISO Additional Insured Endorsement CG 20 10 04/13 and CG 20 37 04/13 or their equivalent, providing additional insured coverage for both premises/operations and completed operations. This insurance including insurance provided under a commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to or maintained by the School Board utilizing ISO Form CG 20 01 04/13 or its equivalent.

**Workers' Compensation - (Required only if Lessee will have employees engaged in work and on the premises under this Agreement)** Insurance coverage in accordance to and in compliance with Chapter 440, Florida Statutes.

**Employers' Liability - insurance coverage with limits as follows:**

- a) \$500,000 Bodily Injury by Accident for each accident
- b) \$500,000 Bodily Injury by Disease, policy limit
- c) \$500,000 Bodily Injury by Disease, each employee

**Business Automobile (Required only if bringing automobiles on School Board property as part of the event)** Liability shall be required with limits of at least Five Hundred Thousand (\$500,000) per occurrence for both bodily injury and property damage Combined Single Limit for owned, hired and non-owned automobiles, with the School Board of Palm Beach County as the additional insured on the policy. Business auto coverage shall be written on the most recent form of ISO form CA 00 01 or a substitute providing equivalent liability coverage.

15. Participant Coverage (Required if Lessee's activities include practicing, instructing or participating in any physical exercise or games, sports or athletic contest.) Limits of coverage should be a minimum of Twenty-Five Thousand (\$25,000.00) for Participant Accidental Medical Coverage.

16. Waiver of Subrogation - Lessee waives all rights against the Board and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any insurance maintained. In the event of loss, damage or injury to the Lessee's property, the Lessee shall look solely to any and all insurance in its favor without making any claims against the School Board of Palm Beach County. The Lessee hereby waives any right of subrogation against the School Board of Palm Beach County for loss, damage or injury within the scope of the Lessee's Insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

**REQUEST TO TRANSFER ASSETS TO FIXED ASSETS MGT OFFICE  
PALM BEACH COUNTY**



OFMB/FINANCIAL MANAGEMENT DIVISION  
FIXED ASSETS MANAGEMENT OFFICE  
Form #2

DEPARTMENT/DIVISION NAME <b>FIRE RESCUE</b>	CUSTODIAN CODE <b>6142</b>	DATE <b>07/21/17</b>
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ASSET NUMBER	DESCRIPTION	REASON CODE	CONDITION CODE	FAMO UPDATE REFERENCE	Z # ASSIGNED	ASSIGNED TO		
						INV	STORE	SCRAP
10136337	2001 Freightliner FL80 Pumper VIN: 1FVABXBS51HA84882	4	3					

REASON CODES  
1 - EXCESS      2 - OBSOLETE      3 - OTHER SURPLUS (specify) \_\_\_\_\_      4 - STATUTORY/PUBLIC PURPOSE/BCC ACTION (Describe in Comments section below)

CONDITION CODES  
1 - NEW      2 - GOOD      3 - FAIR      4 - POOR      5 - BROKEN/SERVICEABLE      6 - BROKEN/BEYOND REPAIR      7 - OTHER \_\_\_\_\_ (Specify)

COMMENTS (Provide details on Reason Code #4, Transfers, Trade-ins, Bond or Grant Funded Asset Information (attach documentation as necessary) Scrapping and Thefts required here)

This asset no longer serves a useful function, and will be transferred to the School Board of Palm Beach County for value by Interlocal Agreement approved by Board action on August 15, 2017, pursuant to Section 163.01, Florida Statutes.

REQUESTED BY - ORIGINATING DEPARTMENT		APPROVAL - FIXED ASSETS MANAGEMENT OFFICE	
ORIGINATOR <u><i>[Signature]</i></u>	DATE <u>7/21/2017</u>	INVENTORY OFFICER <u><i>[Signature]</i></u>	DATE <u>7/25/17</u>
INVENTORY OFFICER <u><i>[Signature]</i></u>	DATE <u>7/23/17</u>	Asset # & VIN verified for accuracy.	
CUSTODIAN <u><i>[Signature]</i></u>	DATE <u>7/25/2017</u>	WAREHOUSE _____	DATE _____

DISTRIBUTION: ORIGINAL WITH SIGNATURES - FAMO      PHOTOCOPY - Originating Department



## *Wellington Community High School*

2101 Greenview Shores Blvd.  
Wellington, Florida 33414  
Phone: 561-795-4900 Fax: 561-795-4909



Mario J. Crocetti  
Principal

Chief Collins,

The Wellington High School Fire Academy is in its third year. Our ability to exist has been dependent upon donations of gear from various Fire Departments in PBC, especially PBCFR. Some of the old hose and appliances that are well past usefulness in the professional sector have been instrumental in running our training program. Our program, without a doubt, could not exist without this partnership.

We are currently in need of an engine for training. Our hope is that PBCFR might have an engine at the end of its professional usefulness. Our hope is also as the donation would be to the PBCSD via Wellington High School that this type of donation within public entities would be allowed.

Thank you for considering our request and we look forward to continuing a wonderful partnership with PBCFR as we identify and motivate students to pursue Firefighting as a career and look towards PBCFR as an eventual pathway to employment. We exist to, "educate tomorrow's heroes, today"

Jim Marshall  
WHS Academy Coordinator  
[james.marshall@palmbeachschools.org](mailto:james.marshall@palmbeachschools.org)  
561-753-9449