

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:


Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(2,645)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(2,645)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No:

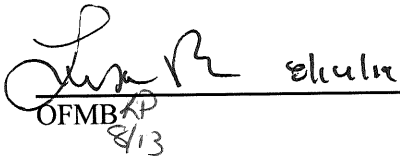
Fund	<u>0001</u>	Dept	<u>410</u>	Unit	<u>4110</u>	Revenue Source	<u>6999</u>	<u>\$945.00</u>
Fund	<u>0001</u>	Dept	<u>410</u>	Unit	<u>5290</u>	Revenue Source	<u>6999</u>	<u>\$1,700.00</u>

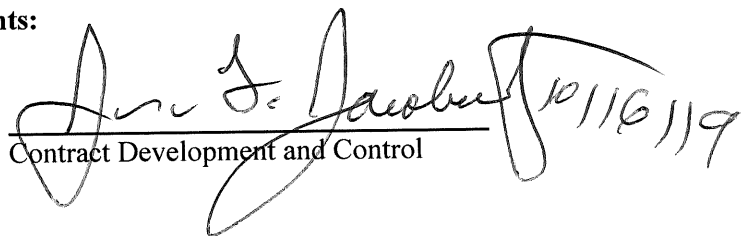
B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: 

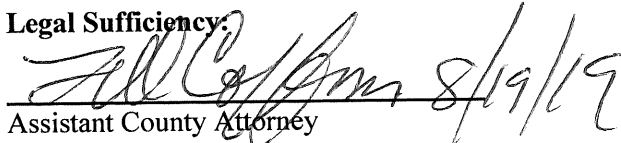
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 skulu
 OFMB/AP 8/13
 8/14


 Contract Development and Control 10/16/19

B. Legal Sufficiency:


 Assistant County Attorney 8/19/19

C. Other Department Review:

 Department Director

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

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

This License Agreement made and entered into April 30, 2019, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and the Town of Manalapan, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as "Licensee".

WITNESSETH:

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

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

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

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

1. Premises

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

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

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

2. **Length of Term and Commencement Date**
This License Agreement shall commence upon execution by both parties (“the Commencement Date”). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, three years from the Commencement Date, or termination in accordance to the terms of this License Agreement.
3. **License Fee** No License Fee is assessed for the Application, except as provided in the Special Conditions. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.
4. **Termination**
The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee’s receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.
5. **Waste or Nuisance**
Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.
6. **Governmental Regulations**
Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee’s use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. Licensee’s indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Town 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

8. **Surrender of Premises**

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

9. **Maintenance and Repair**

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

10. **Indemnification of County**

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

11. **Insurance**

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

In the event that Licensee maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Licensee shall maintain said insurance policy at limits not less than \$500,000 each occurrence. Licensee

shall add the County to the commercial general liability as an “additional insured” with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read “Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department. The additional insured endorsement shall provide coverage on a primary basis.

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

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

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

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

12. **Utilities**

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

13. **Rules of Premises**

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

14. **Subcontracting**

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

15. **Entire Agreement**

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

16. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

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

with a copy to:

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

(b) If to the Licensee at:

Manalapan Police Department
c/o Chief Carmen Mattox
600 S. Ocean Blvd.
Manalapan, Fl. 33462
Email: cmattox@manalapan.org

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

17. **Severability**

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

18. **WAIVER OF JURY TRIAL**

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

19. **Governing Law and Venue**

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

20. **Recording**

Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

21. **Time of Essence**

Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.

22. **Palm Beach County Office of the Inspector General**

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

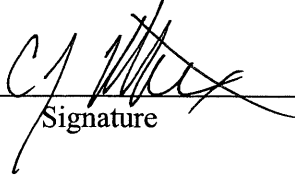
23. **No Third Party Beneficiary**

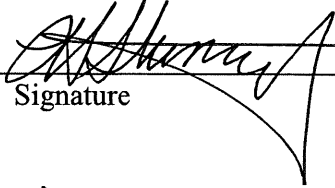
No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

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

WITNESS:

LICENSEE:

By: 
Signature

By: 
Signature

CARMEN MATTOY
Print Witness Name
Chief of Police

Linda A. Skimpf
Print Name
Town Manager

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

By: MB Amy Wolf
Director, Facilities Development & Operations

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

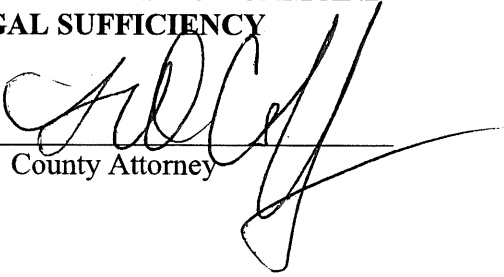
By: 
County Attorney

Exhibit "A"

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

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

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

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

1. USER/APPLICANT

Name of Applicant: Chief Carmen Mattox

Name of Organization/Licensee: Manalapan Police Department

Address: 600 S. Ocean Blvd., Manalapan, Fl. 33462

Telephone: (561) 383-2550

Email: cmattox@manalapan.org

Name and Title of Authorized Representative: Carmen Mattox – Police Chief

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

2. REQUESTED PROPERTY

Name and Address of Property Requested (Include property address, name of facility, room or area requested, as applicable): See Attached Exhibit "A-1"

3. USE

Nature of Use (Please check one): Training Educational

Recreational Meeting Non-Profit Event Other

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

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

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

Detailed Description of the Nature and Purpose of Use (Attach additional sheets, as necessary): See Attached Exhibit "A-1" _____

4. FOOD AND BEVERAGE

Use includes food and/or beverages? Yes No

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

5. DATE

Date(s) of Use: See Attached Exhibit "A-1"

Time(s) of Use: _____ AM/ PM _____ AM/ PM

6. EQUIPMENT

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

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

7. ADDITIONAL USERS

Organization(s) participating in use, if other than Applicant (Attach additional pages to list more organizations/individuals): N/A

OrganizationName: _____

Address: _____

Phone: _____ Fax: _____ E-mail _____

Status: Non Profit Profit Other (Explain)

Contact Person: _____

8. VENDORS

List all vendors of the event: Cintel LLC (Allen Farash) (770) 500-0776 – Camera Installation Vendor

9. ADVERTISING

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

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

Other _____

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

1. FEES AND ADDITIONAL CHARGES

- _____ License Fees \$ _____
- _____ Custodial Costs \$ _____
- _____ Service Costs \$ _____
- _____ Other Costs \$See Attached Exhibit "A-1"

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

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

[Signature]
Signature of Authorized Representative

Date: 4/18/19

Linda A. Stumpf, Town Manager
Printed Name and Title of Authorized Representative

APPROVED BY:

[Signature]
Director, Facilities Development & Operations Department

Date: 4/30/19

OTHER DEPARTMENTAL REVIEW (If necessary):

Signature of Director of Department

Date: _____

Exhibit "A-1"
Special Conditions of Use

Based upon the intended use as set forth in the Application for License to Use County-Owned Property, the following terms and special conditions are incorporated herein.

A. Purpose

1. The purpose of this Agreement is to install, operate and maintain a camera on the structure located on the northeast corner of the Boynton Beach Inlet, near 4020 S. Ocean Blvd., Manalapan, Florida 33462, more commonly known as the Sand Transfer Plant (as identified on Exhibit "A-2" "Sand Transfer Plant"), for crime prevention purposes.

B. Installation

1. Licensee shall provide and install the following:
 - i. a single camera with infrared capabilities and a wireless radio antenna by attaching it to the NW column of Sand Transfer Plant's cupola;
 - ii. an electrical enclosure mounted in attic directly below Sand Transfer Plant's cupola;
 - iii. a "backhaul" wireless radio antenna mounted on the pole located slightly west of and at the entrance to the Sand Transfer Plant.

(Collectively, "Licensee's Equipment"). Licensee's Equipment locations are further detailed and described in Exhibit "A-3."

2. Prior to installation, Licensee shall contact County to set a mutually agreeable time to install Licensee's Equipment. The County contact is Tracy Logue, Environmental Resources Management Department, at (561) 233-2491.
3. Licensee shall setup and install, on City owned property, all necessary video recording systems, including NVR/DVR equipment, to operate and manage the camera.

C. Use

1. Licensee shall use the premises only as authorized and shall not interfere with County's use or operation of the premises. If County determines, in its sole discretion, that Licensee's use of its camera or wireless antenna frequency causes interference to County's use, Licensee agrees to promptly make all necessary changes to correct the issue.
2. Licensee is entitled to use and access the premises to operate, maintain, and repair the camera, provided that Licensee notify County, in advance, when it will be using/accessing the premises. The County contact is Tracy Logue, Environmental Resources Management Department, at (561) 233-2491. All of Licensee's equipment and personal property placed or located on the premises shall be at the sole risk of Licensee.

3. Licensee is solely responsible for the use, operation, monitoring, and recording, if any, done with the camera. In operating the camera, Licensee is solely responsible for setting and maintaining the view/range of the camera.
4. Licensee shall be solely responsible for ensuring the camera is used in accordance with all Florida surveillance laws and ordinances.
5. Licensee shall be responsible for placing, and paying for, signage on the Sand Transfer Plant or in the immediate vicinity indicating that the Town of Manalapan is conducting video surveillance of the surrounding area.
6. Licensee shall not move or remove camera without County Authorization.
7. Licensee recognizes that this is a multi-user site for camera equipment and antennas and agrees to cooperate in a commercially reasonable manner with each occupant and the County in addressing all issues associated with the premises, equipment placement, maintenance, frequency interference and any other matter involving the use of the premises, and agrees to make reasonable modifications to its equipment to accommodate other occupants' equipment.
8. Upon termination or expiration of this Agreement, Licensee, at its sole cost and expense, shall remove all of its equipment from the premises and shall surrender the premises to the County in at least the same condition as the premises were in as of the Commencement Date.

D. Maintenance

1. Licensee shall be solely responsible for all maintenance and repairs involving the camera, including, but not limited to, the maintenance and repair of the camera, the surface mount, recording systems, and any and all wiring or electrical needs.
2. Licensee shall notify County, in advance, when it will be using/accessing the premises to conduct any and all maintenance and repairs. The County contact is Tracy Logue, Environmental Resources Management Department, at (561) 233-2491.

E. Maintaining Records

1. Licensee shall be solely responsible for maintaining, preserving and archiving all video recordings or pictures taken by the camera in accordance with Florida Public Record laws.
2. Licensee shall be solely responsible for preparing and responding to any and all public records requests from either the public or other agencies regarding the video recordings or pictures taken by the camera.
3. Licensee designates the following individual as the contact person for all public record requests concerning the camera: Chief Carmen Mattox (561) 383-2550.
4. Upon request, Licensee shall provide County with copies of stored images or video recordings from the camera at no cost.

F. Costs

1. Installation: Licensee shall be responsible for all costs associated with installing the camera, including, but not limited to, the cost of the camera, the surface mount, necessary wiring and all labor costs.
2. Operation & Maintenance: Licensee shall be solely responsible for all costs associated with the operation and maintenance of the camera.
3. License Fee: Prior to utilizing the camera, Licensee shall pay County a one-time License Fee in the amount of \$945, representing utility costs for the duration of the term of this Agreement.

G. Casualty

1. County is not responsible or liable in any way for the camera being destroyed or damaged by fire, flood, earthquake, windstorm, theft, sabotage, accident or any other casualty of a similar nature. In the event of such a casualty, Licensee is solely responsible for the removal or repair of the camera or any camera equipment as well as any damage to the Premises resulting from such casualty. In the event of casualty to the Premises, County has no obligation to repair or compensate Licensee for damage to, or loss of, its camera and equipment.

H. Vandalism

1. Licensee is responsible for reimbursing County any costs associated with the removal/repair of vandalism/graffiti that is the result of the Licensee's equipment being attached to the Premises.

I. Insurance

1. If Licensee utilizes a general or subcontractor to install, maintain, repair, service or otherwise do any work at the premises or on the camera, Licensee's general or subcontractor shall:
 - i. Keep in full force and effect Comprehensive General Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability, and Workers Compensation covering all employees in accordance with Chapter 440 of the Florida Statutes. The General Liability policy shall include coverage for the Premises, Operation, Contractual Liability, Independent Contractor's Contractual Liability, and Broad Form Property Damage Liability coverages;
 - ii. Except for Workers Compensation, all insurance policies shall name County as an Additional Insured; and
 - iii. A Certificate of Insurance evidencing all such insurance coverages shall be provided to County prior to the commencement of installation by any of Licensee's contractors or subcontractors, such Certificates indicating at least thirty (30) days prior notice of cancellation of adverse material changes in coverage.

Exhibit "A-2"

Sand Transfer Plant



Exhibit "A-3"

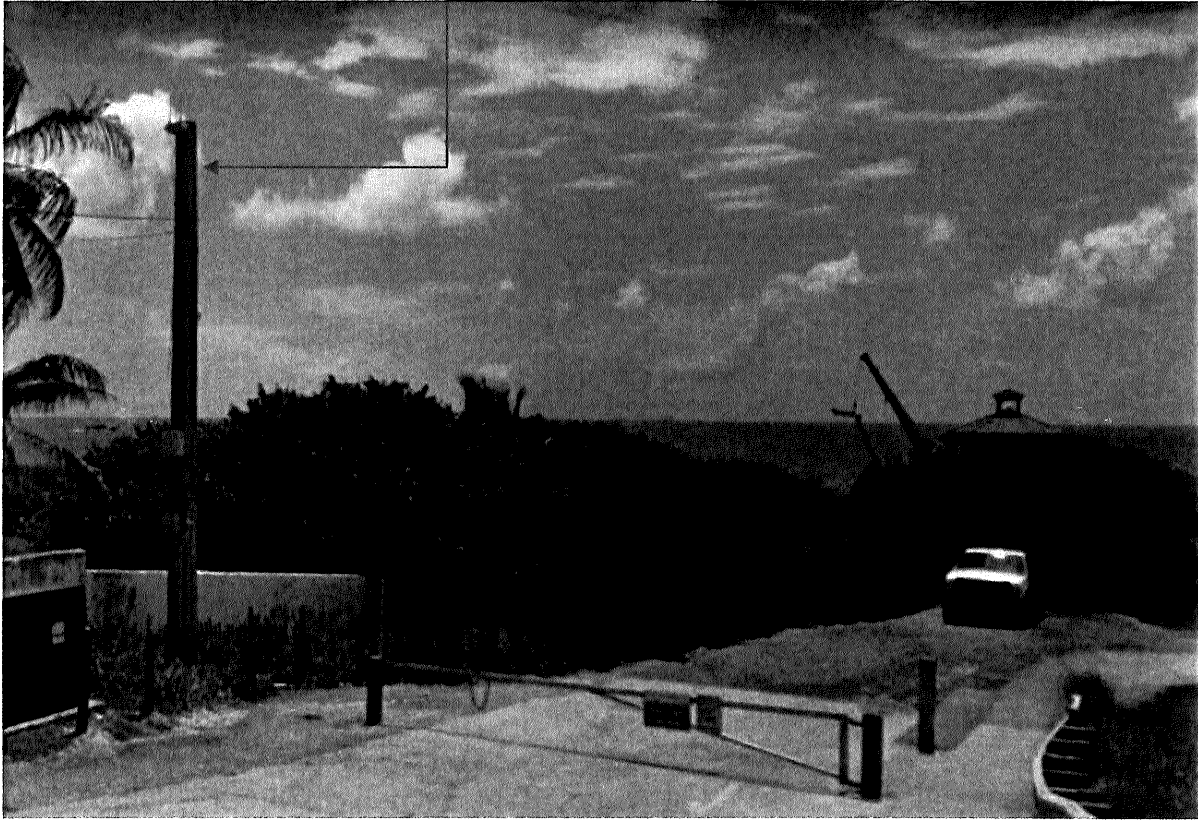
Mounting Camera & Antennas on Subject Property

MOUNTED CAMERA & WIRELESS ANTENNA



1. Camera & Wireless Radio Antenna – Mounted on NW Column on West Side of Cupola
2. Electrical Enclosure – Mounted in attic directly below Cupola

BACKHAUL RADIO ANTENNA



3.Backhaul Radio Antenna – Mounted on pole located slightly northwest and at the entrance to the Sand Transfer Plant.

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

This License Agreement made and entered into JUNE 14, 2019, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and USNSCC Region 6-5, Inc., hereinafter referred to as "Licensee".

WITNESSETH:

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

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

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

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

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

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

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3. **License Fee**

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

4. **Termination**

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

5. **Waste or Nuisance**

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

6. **Governmental Regulations**

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

7. **Non-Discrimination**

The 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

8. **Surrender of Premises**

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

9. **Maintenance and Repair**

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

10. **Indemnification of County**

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

11. **Insurance**

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

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance

evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

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

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

12. **Utilities**

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

13. **Rules of Premises**

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

14. **Subcontracting**

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

15. **Entire Agreement**

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

16. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand

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

(a) If to the County at:

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

with a copy to:

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

(b) If to the Licensee at:

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

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

17. **Severability**

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

18. **WAIVER OF JURY TRIAL**

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

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

(Space left blank intentionally)


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

WITNESS:

By: 
Signature

Evan M. BALASH
Printed Name

LICENSEE:

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

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

By: M13 Armerly Wolf
Director, Facilities Development & Operations

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

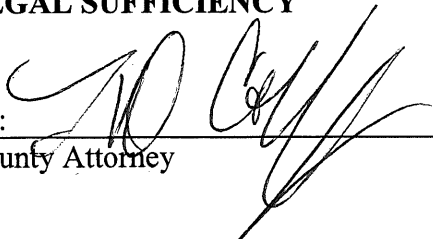
By: 
County Attorney

Exhibit "A"

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

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

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

We will have about 15 adult officers, 15 staff cadets (ages 15-18), and 120 cadets recruits and other trainees (ages 11-18). The training includes PT (physical training), classroom work, swimming qualifications at Pioneer Park pool (weather allowing), and a graduation ceremony at a nearby school.

Our program will start on December 26, 2019 and complete the program on January 5, 2020. In the past the adjacent prison has provided laundry and trash removal services, and we will have arranged with the Sheriffs Department to so again.

The facility will be staffed by adults and cadets 24 hours a day during our occupancy of Eagle Academy .. including roving watches that will be part of the recruit training program. The fee is set by national HQ at \$220. However, the South Florida Region 6-5 has a policy to never turn away a cadet due to financial hardship ... so some of the money paid by those cadets who can afford the \$220 fee will be used as scholarships for those who cannot afford the fee. If there is a shortfall in the expenses of the training from the total fees collected, that money is provided by National HQ of the USNSCC, from grant funds received for the U.S. Navy and the Congress of the United States, as a grant to the USNSCC Region 6-5 training program.

Does Use include the sale of Goods and/or Services? Yes No
Will User charge an Admission Fee and/or Participation Fee? Yes No
Amount to be charged for Admission Fee and/or Participation Fee: \$220.00
Estimated Number of Attendees (including User/Staff/Attendees): 120
Detailed description of the nature and purpose of use (attach additional sheets as necessary):
Recruit Training Program for United States Naval Sea Cadet Recruits

4. FOOD AND BEVERAGE

Use includes food and/or beverage? Yes No
Use includes the sale, use or consumption of alcohol? Yes No
Note: A custodial fee may be imposed if the Use involves food and/or beverages.

5. DATE AND TIME OF USE

Date(s) of Use: December 26, 2019 – January 5, 2020
Time(s) of Use: 7 : 00 AM - 12 : 00 PM

6. EQUIPMENT

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

7. ADDITIONAL USERS

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

Name: none
Address: _____
City: _____ State: _____ Zip: _____
Phone: () - Email: _____
Contact Person: _____
Type of Entity: Public Agency Non-Profit Other (Specify) _____

8. VENDORS

List all vendors of the Event: none

9. ADVERTISING

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

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

1. FEES AND ADDITIONAL CHARGES

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

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

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



Signature of Authorized Representative

Date: June 8, 2019

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

APPROVED BY:

M/B Army Wolf
Director, Facilities Development & Operations Department

Date: 6/14/19

OTHER DEPARTMENTAL REVIEW (If necessary):

Signature of Director of Department

Date: _____

EXHIBIT "A-1"

Special Conditions of Use for Application for Use
of Palm Beach County-Owned Property for Commercial Activities
USNSCC Region 6-5, Inc.
December 26, 2019 – January 5, 2020

1. User/Licensee acknowledges that the County uses the property immediately adjacent to the Premises for the operation of the West County Jail. In light of the foregoing, User/Licensee shall take measures to ensure that: (i) User/Licensee's use does not interfere with the operation of the West County Jail; (ii) all Participants stay a minimum of 20 feet from the adjacent property's fence line; (iii) no Participant throws any object over the adjacent property's fence line; (iv) no Participant approaches the adjacent property's fence line; and (v) no Participant trespasses onto the adjacent property. Notwithstanding anything in the foregoing to the contrary, User Licensee acknowledges that it has obtained permission from the Palm Beach County Sheriff's office to use the track located to the west of the Premises; provided however, User/Licensee shall not permit Participant's to go any further west than the actual track.
 2. User/Licensee acknowledges that the activity is for: (i) the purpose of promoting community interest and welfare and (ii) that User/Licensee will not realize a profit based on its use.
 3. County will provide User/Licensee with 5 access cards to the Premises that will provide User/Licensee with ingress/egress to and from the Premises on a 24 hour per day basis from December 26, 2019 at 7:00 a.m. through January 5, 2020 at 12:00 p.m. User/Licensee shall only access the Premises via the front entry. User/Licensee shall be responsible for arranging access into the Premises for its Participants. User/Licensee shall return the 5 access cards to the County's Representative once the User/Licensee surrenders the Premises on January 5, 2020. In the event User/Licensee does not return all 5 access cards then Licensee shall remit to the County \$7.00 for each access card that is not returned ("Lost Access Card Fee"). The Lost Access Card Fee shall be remitted to the County's Representative when the Premises are surrendered.
 4. Estimated number of participants is 120 cadets and approximately 10-15 adults.
 5. The User/Licensee's Representative shall be available at the requested Time of Use for an on-site meeting with the County's Representative or his/her designee in order to document the condition of the Premises prior to the requested Time of Use and to obtain access cards and instructions regarding the use of the Facility. Furthermore, the same person shall be available at the end time stated on the Application for an on-site meeting with the County's Representative or his/her designee in order to document the condition of the Premises at the completion of the User/Licensee's use. County's Representative shall use the Facility Inspection Checklist, attached hereto, in order to document the pre-meeting and post-meeting condition of the Premises and shall send such report to the Business and
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Community Agreements Manager via email at PBCFacilityusepermit@pbvgov.org. The User/Licensee Representative shall contact the Division of Facilities Management West County Region at 561-996-4800 or 561-992-1221 to set up the facility entry site inspection and the facility exit site inspection with a minimum of one (1) hour notice to the County's Representative.

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

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

http://www.fsis.usda.gov/Fact_Sheets/Barbecue_Food_Safety/index.asp,

http://www.fsis.usda.gov/Fact_Sheets/Safe_Food_Handling_Fact_Sheets/index.asp.

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

13. The User will be responsible for all custodial needs. User shall supply any and all cleaning products necessary for User to scrub/clean all bathrooms, toilets and shower stalls prior to the surrender of the Premises.
 14. County will not be providing any linens, towels or bedding materials.
 15. In the event there is an emergency matter, including emergency facility matters (i.e. air conditioning, plumbing) that occurs between 5:00 p.m. and 7:30 a.m. the User/Licensee shall immediately report such matter to the County's Division of Emergency Management 24-Hour Communications Center at 561-712-6428.
 16. All accidents or incidents at the Premises shall be immediately reported by the User/Licensee as follows: (i) Monday through Friday between 7:30 a.m. and 5:00 p.m. to the Division of Facilities Management West County Region at 561-996-4800; and (ii) Monday through Friday after 5:00 p.m. or on the weekends to the County's Division of Emergency Management 24-Hour Communications Center at 561-712-6428.
 17. User/Licensee shall not photograph, videotape or film either the exterior or interior of the Premises without the prior written consent of the Department of Facilities Development and Operations.
 18. The parties hereby designate the following individuals, with the following contact information, as the representatives of each party for the administration of the License Agreement:
County Representative: Jose Camacho (Office) 561-992-1102 / (Cell) 561-983-3040
User/Licensee's Representative: Jeff Leibowitz (Cell) 954-290-1655
 19. User/Licensee shall not post signs, banners, posters or any other displays on, in, or leading up to the Premises or affix decorations to walls or ceilings without the approval of the FDO.
 20. No alcoholic beverages shall be sold, used or consumed at the Premises.
 21. Smoking is prohibited on the Premises, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.
 22. User/Licensee shall not employ alternative electrical power sources without the approval of the FDO.
 23. User/Licensee shall not employ noise amplification devices unless approved by FDO.
 24. User/Licensee shall not store, possess or use drugs or gambling devices at the Premises or permit others to do so.
 25. User/Licensee shall be responsible for all deliveries of equipment or other objects to the Premises.
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26. User/Licensee shall be responsible for items left at the Premises by guests, workers, employees or representatives of the User/Licensee and for the security and safety of all personal property on the premises. User is solely responsible for the safety, security and oversight of all user participants, and shall provide appropriate supervision and oversight of all participants. The County shall not be responsible for items left behind by the User/Licensee.
 27. All announcements (verbal and written) bearing the County address or location of the Premises shall include the following disclaimer:

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