

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* _____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Expense Budget Fund ____ Dept ____ Unit ____ Object ____
 Account No:
 Revenue Budget Fund ____ Dept ____ Unit ____ Rev ____
 Account No:

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

* There is no fiscal impact associated with this item


C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><u></u> 11/15/19 OFMB <u></u> 11/15 <u></u> 11/15</p>	<p><u></u> 11/18/19 Contract Development and Control <u></u> 11/15/19 TW</p>
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B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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

This License Agreement ("Agreement") is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the constitution of the State of Florida, hereinafter referred to as "School Board".

WITNESSETH:

WHEREAS, County is the owner of certain real property in Palm Beach County, Florida known as the South County Courthouse (Courthouse) with an address of 200 West Atlantic Avenue, Delray Beach, Florida; and

WHEREAS, the Fifteenth Judicial Circuit and the School Board have agreed that a School Board employee should be available at the Courthouse to serve as a Court Education Liaison in order to facilitate the educational needs of students involved in the court system; and

WHEREAS, the Fifteenth Judicial Circuit has requested that the Court Education Liaison be permitted to use and occupy room 2E-220 on the second floor of the South County Courthouse; and

WHEREAS, County is willing to grant School Board a revocable license to use room 2E-220 of the South County Courthouse for the purposes hereinafter defined.

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

**ARTICLE I
BASIC PROVISIONS**

Section 1.01 Recitals.

The foregoing recitals are true and correct and incorporated herein by reference.

Section 1.02 Premises.

The Premises that are the subject of this Agreement consists of Room 2E-220 of the South County Courthouse located at 200 West Atlantic Avenue, Delray Beach, Florida (the "Premises"). School Board shall have a non-exclusive license over, upon and across the Premises, together with the common areas of the Courthouse as is required to allow School Board's Court Education Liaison, access to and use of the Premises. In addition, School Board's Court Education Liaison working out of the Premises shall have the non-exclusive right to use on a first come first served basis parking spaces in the parking garage and lot located adjacent to the Courthouse.

Section 1.03 Length of Term, Hours of Operation and Commencement Date.

1.03.01 Term. The term of this Agreement shall commence upon the approval by the Palm Beach County Board of County Commissioners and shall continue for a term of five (5) years unless terminated sooner according to the provisions of this Agreement ("Term"). The rights granted herein shall be on an 8:00 AM to 5:00 PM, five (5) days a week basis (Monday – Friday) limited by, and subject to facility access and use policies and procedures.

1.03.02 Renewal. This Agreement may be renewed for one (1) additional term of five (5) years. At least eight (8) months prior to the expiration of this Agreement's terms, School Board shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties.

1.03.03 Existing Agreement Terminated. This Agreement when effective terminates and replaces the Agreement between County and School Board R-2014-1915.

**ARTICLE II
LICENSE FEE**

Section 2.01 License Fee.

The School Board shall be entitled to use the Premises without charge.

**ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY SCHOOL BOARD**

Section 3.01 Use of Premises.

School Board shall use the Premises solely and exclusively as an office space for the School Board's Court Education Liaison in order to provide services to the courts, juveniles and parents of juveniles that are involved in the court system. School Board shall not use, permit or suffer the use of the Premises for any other business or purpose whatsoever, nor permit any persons other than School Board's Court Education Liaison and the Court Education Liaison's invitees or guests, to use the Premises.

Section 3.02 School Board's Acceptance of Premises.

By commencing the use, School Board acknowledges that it has inspected the Premises and hereby accepts the Premises in its "As-Is Condition". County shall have no responsibility for furniture, furnishings or equipment for the Premises. No improvements, alterations or additions to the Premises shall be performed by School Board.

Section 3.03 Waste or Nuisance.

School Board shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises, or the Courthouse or which may affect County's fee interest in the Premises. School Board shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

Section 3.04 Governmental Regulations, Facility Rules and Policies.

School Board shall, at School Board's sole cost and expense, comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to School Board or its use of the Premises, and shall faithfully observe regarding access to and use of the Premises all municipal and county ordinances, state and federal statutes, facility use rules and County policies and procedures pertaining to facility use, occupancy and access, now in force or which may hereafter be in force.

Section 3.05 Non-Discrimination.

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Licensee warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

Section 3.06 Surrender of Premises Upon Termination.

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

**ARTICLE IV
REPAIRS AND MAINTENANCE OF PREMISES**

Section 4.01 Responsibility of School Board.

School Board has no responsibility for maintenance of the Premises. However, School Board shall immediately notify the County's Facilities Management Division at 561-276-1346 of any unsafe condition, damage, destruction to, or repair required at the Premises during the License Term. School Board agrees to adopt and enforce any reasonable operational rules necessary to assist the County in carrying out its maintenance responsibilities as set forth in Section 4.02. Upon the conclusion of this License Agreement, School Board shall deliver the Premises to County in good repair and condition as specified herein, normal wear and tear excepted. In the event of any damage to the Premises by the School Board, County shall complete the necessary repairs and School Board shall reimburse County for all reasonable and necessary expenses incurred by County in doing so.

Section 4.02 Responsibility of County.

County agrees to maintain, repair and keep the Premises in good condition and repair at County's sole expense and cost.

Section 4.03 County's Right to Enter.

County shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Article and for purposes of inspection of the Premises generally. The County agrees to exercise reasonable efforts to minimize interference with

or disruption of School Board's activity on the Premises; provided however, the County shall not be required to expend additional sums of money in order to comply with the foregoing requirement.

ARTICLE V INDEMNIFICATION

School Board acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. School Board agrees to be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of its employees. The parties acknowledge and it is expressly understood that the foregoing shall not constitute: (i) an agreement by School Board to indemnify the County; (ii) a waiver of sovereign immunity; (iii) a waiver of any right or defense that School Board has under Section 768.28, Florida Statutes, or any other statute; nor (iv) as consent to be sued by third parties.

ARTICLE VI CLAIMS AND DAMAGES

Section 6.01 General Insurance Provisions.

School Board acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that School Board 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 School Board maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, School Board shall maintain said insurance policy at limits not less than \$500,000 each occurrence. School Board 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.

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

If requested, School Board 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 School Board of its liability and obligations under this Agreement.

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

Section 6.02 Responsibilities Relating to Claims and Damages.

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

**ARTICLE VII
UTILITIES AND SERVICES**

The County currently supplies all janitorial services and utilities to the Premises that are necessary for the Premises to be used for office space and will continue to supply customary and routine custodial services to the Premises at County's sole cost and expense during the Term of this Agreement. County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

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

Section 8.01 County Right to Revoke License.

Notwithstanding anything else contained herein, the rights granted to School Board hereunder amounts only to a license to use the Premises, which license is expressly revocable by County for any reason whatsoever, upon notice to School Board whereupon this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Notice provided by County shall be either a; 1) twenty-four (24) hour notice in the event the licensed use is no longer applicable or the Fifteenth Judicial Circuit requests an alternative use of Room 2E-220; or 2) fifteen (15) calendar day notice from County.

Section 8.02 School Board Right to Terminate.

School Board may terminate this Agreement at any time upon written notice to the County. Notwithstanding such termination, School Board shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

**ARTICLE IX
ACCESS**

Access to the Premises shall only be through the Courthouse's public entrance and School Board's employees, participants, invitees and guests will be subject to facility access rules and procedures and security screening.

**ARTICLE X
MISCELLANEOUS**

Section 10.01 Entirety of Agreement.

The County and the School Board agree that this License Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 10.02 Notice.

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

Palm Beach County
Facilities Development & Operations
Attention: Business and Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411-56-5
Telephone (561) 233-5252
Fax: (561) 233-0206

With a copy to:

Palm Beach County
Attn: County Attorney
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401
Fax: (561) 355-6461

If sent to the School Board, notices shall be addressed to:

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

With copies to:

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

and

General Counsel
The School Board of Palm Beach County, Florida
PO Box 19239
West Palm Beach, Florida 33416-9239
Fax 561-357-7647

Section 10.03 Severability.

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms 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 10.04 Waiver of Jury Trial.

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

Section 10.05 Governing Law and Venue; Remedies; No Third Party Beneficiaries.

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

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 citizen or employees of the County and/or the School Board.

Section 10.06 Recording.

School Board shall not record this 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 Agreement.

Section 10.07 Time of Essence.

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

Section 10.08 Inspector Generals.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Office of the Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the 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 126.69, Florida Statutes, in the same manner as a second degree misdemeanor.

County agrees and understands that the School Board's Office of Inspector General ("School Board's Inspector General") shall 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 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.

Section 10.09 Annual Budgetary Funding.

This Agreement and all obligations of County hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

Section 10.10: Assignment

School Board may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

Section 10.11: Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Section 10.12: Effective Date

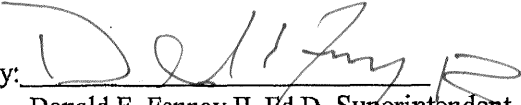
This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

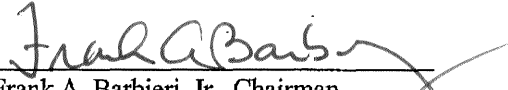
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IN WITNESS WHEREOF, County and School Board have executed this License Agreement, or have caused the same to be executed as of the day and year first above written.

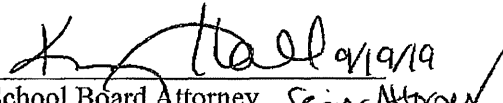
ATTEST:

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: 
Donald E. Fennoy II, Ed.D, Superintendent
1-1-19

By: 
Frank A. Barbieri, Jr., Chairman

REVIEWED AND APPROVED AS TO LEGAL FORM

By: 
School Board Attorney Senior Attorney

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

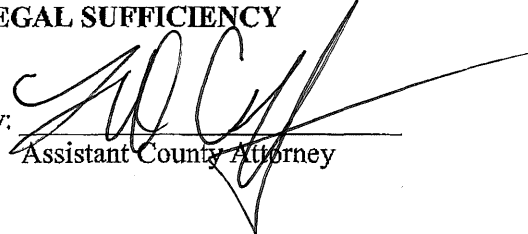
PALM BEACH COUNTY, a political subdivision of the State of Florida


By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations