#### Agenda Item #:

3H-4

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	December 17, 2019	 Consent Ordinance	 Regular Public Hearing
Department:	<b>Facilities Development &amp; Operations</b>		

#### I. EXECUTIVE BRIEF

#### Motion and Title: Staff recommends motion to receive and file:

- A) A standard License Agreement for Use of County-Owned Property for a period of September 27, 2019 to November 27, 2020, with the Safety Council of Palm Beach County, Inc., (North and West County Senior Centers) and;
- B) A standard License Agreement for Use of County-Owned Property for the periods of October 12, 2019 to October 19, 2019; and January 17, 2020 to February 2, 2020, with the South Florida Fair and Palm Beach County Expositions, Inc., (Weisman Way Wheel Lot).

**Summary:** In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached standard Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator or designee. The Standard License Agreements were approved in accordance with R2010-0333, as amended and approved by the Board on October 1, 2013. These executed documents are now being submitted to the Board to receive and file. **(FDO Admin) Countywide (LDC)** 

**Background & Justification**: The delegation of authority which provided authority for the County Administrator or designee to execute standard license agreements was designed to expedite and streamline the process for commercial use of county owned property after submission of an application for use and after determination of whether a license fee should be charged for the use. There is no license fee if the applicant demonstrates that (i) the activity is for the purpose of promoting community interest and welfare and (ii) the applicant will not realize a profit based on the use.

#### **Attachments:**

- 1. Standard License Agreement for Use of County-Owned Property dated September 13, 2019, with the Safety Council of Palm Beach County, Inc., (North and West County Senior Centers) and;
- 2. Standard License Agreement for Use of County-Owned Property dated October 11, 2019, with South Florida Fair and Palm Beach County Expositions, Inc., (Weisman Way Wheel Lot)

Recommended B	MB Hamy Work	11/15/19
	Department Director	Date
Approved By: _	Chalo	12/0/19
	County Administrator	Date /

## II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	of Fiscal Impact:				
Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
<b>Operating Costs</b>					
External Revenues Program Income		-		-	
(County)					
In-Kind Match (County				-	
NET FISCAL IMPACT	0.00	0.00	0.00	0.00	0.00
# ADDITIONAL FTE POSITIONS					
(Cumulative)	*				
Is Item Included in Cu	ırrent Rudget:	Yes	_ No		
Does this item include	_	Yes	 No		
federal funds?				and the same of th	
Budget Account No:					
Fund Dept	ŭ	Jnit Rev	venue Source		
Fund Dept		Jnit Rev	venue Source		
<ul><li>B. Recommended Source * There is no fiscal</li><li>C. Departmental Fiscal I</li></ul>	impact associat				
A. OFMB Fiscal and/or	Contract Develop	oment Comments:	Λ 4		
OFMB DIST	11/20/19	Con	tract Developmen	facolity t and Control	11/26/19
B. Legal Sufficiency:  Assistant County Artor	1 12 pey	13/19			
C. Other Department Re	eview:				
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 genever 13, 2919. by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Safety Council of Palm Beach County 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.

#### 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.

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### 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, one year from the Commencement Date, or termination in accordance to the terms of this License Agreement.

#### 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.

Licensee shall also name the County as a Certificate Holder. The Certificate Holder shall read "Palm Beach County Board of County Commissioners, c/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603".

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

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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:

Toni Burrows, Ex.V.P.

Safety Council of Palm Beach County Inc.

4152 W Blue Heron Blvd Ste. 110 Riviera Beach, FL 33404

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.

Remainder of this page left intentionally blank

**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: Tani Burrous

Signature

By: Tani Burrous

Signature

Don' Burrous

Printed Name

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

By: MB Army Warren 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: 561-233-0220 / 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: Safety Council of Palm Beach County Name of	, INC.			
Organization/Licensee:				
Address: 4152 W Blue Heron Blvd 110				
City: Riviera Beach	State:	FL	Zip:	33404
Phone: (561) 845 – 8233 Email: Toni@safetycouncilpbo	org.			
Name of the Authorized Representative : Toni, Burrows				
Type of Entity: Public Agency Non-Profit (Specify)	ner -			
2. REQUESTED PROPERTY				
Name of Property: (Please include room or area requested)  North County Senior Center   WEST (	ounty	SENIC	or C	ENTER
Address: 5217 Northlake Blvd 2916 STATE RUA	n#15	-		
City: Palm Beach Gardens   BELLE GLADE	State:	FL	Zip: _	33410
		FL		3343 <i>0</i>
3. NATURE OF USE: (Please check one)				
☐ Training ☐ Educational ☐ Recreational	M	eeting		
☐ Non-profit Event ☐ Other				

Does Use includ	
Will User charge	e an Admission Fee and/or Participation Fee? Xes No
Amount to be ch	arged for Admission Fee and/or Participation Fee: 12.00
Detailed descrip	tion of the nature and purpose of use (attach additional sheets as necessar
Senior Mature D	rivers Class-Classroom instruction only
4. FOOD AND	
	d and/or beverage? X 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.
	TIME OF USE
Date(s) of Use:	See Exhibit A-1
Time(s) of Use:	9:00 AM/PM - 4:00 AM/PM
6. EOUIPMEN	Γ
6. EQUIPMEN' Amount of Equit	
	oment Requested: 1 Tables 25 Chairs All equipment contained or used within the Facility is subject to approval by the Department.
Amount of Equip 7. ADDITIONA	oment Requested: 1 Tables 25 Chairs All equipment contained or used within the Facility is subject to approval by the Department.
Amount of Equip  7. ADDITIONA  Organization(s)/in	oment Requested: 1 Tables 25 Chairs All equipment contained or used within the Facility is subject to approval by the Department.  L USERS
Amount of Equip 7. ADDITIONA Organization(s)/into list more organication	oment Requested: 1 Tables 25 Chairs All equipment contained or used within the Facility is subject to approval by the Department.  L USERS dividual(s) participating in use, if other than Applicant (attach additional
Amount of Equip  7. ADDITIONA  Organization(s)/into list more organical  Name: N/A	oment Requested: 1 Tables 25 Chairs All equipment contained or used within the Facility is subject to approval by the Department.  L USERS dividual(s) participating in use, if other than Applicant (attach additional
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Amount of Equip  7. ADDITIONA Organization(s)/into list more organical Name: N/A Address: City:	All equipment contained or used within the Facility is subject to approval by the Department.  L USERS  dividual(s) participating in use, if other than Applicant (attach additional zation(s)/individual(s)):
Amount of Equip  7. ADDITIONA Organization(s)/into list more organication Name: N/A Address: City: Phone:()	ment Requested: 1 Tables 25 Chairs All equipment contained or used within the Facility is subject to approval by the Department.  **L USERS** dividual(s) participating in use, if other than Applicant (attach additional zation(s)/individual(s)):  State: Zip:

\*\*\*\*\*\*

9. ADVERTISI	NG			
Will the event be	advertised to the Pub	olic? Xes	☐ No	
If yes, by what m	neans?: X Radio	TV	Other	
TO BE PROVID	ED BY FDO (After	evaluation of the	Application):	
TO BE THO VIE		evaluation of the	rippiication).	
1. FEES ANI	O ADDITIONAL CH	ARGES		
10 1 222 1 21 12		i ii (OLO		
	License Fees	\$	waived	
	Custodial Fees	\$		
	Service Costs	\$		
	Other Costs	\$		
2 Special Co.	nditions of Use: S	ee attached Evhib	.j+ Λ 1	
2. Special Co.	nutuons of Osc	ec attached Exhib	II A-1	
				gate the Licensee and I
agree on behalf of	the Licensee to comp	oly with the terms	of this Application	on.
	•	•		1.1/18
(anil)	Mos		Date:	8/14/11
Signature of Author	orized Representative	2		1
	<u>,                                    </u>			
lonit	Surrow	<u> </u>		
Printed Name and	Title of Authorized R	Representative		
APPROVED BY:				
MR Ann	my Work		70.4	91,2/19
	Development & Ope	erations Departme	Date:	1(1)(1)
	Doveropment & ope	rations Boparanio	· · ·	
OTHER DEPART	MENTAL REVIEW	(If necessary):		
				1 14.
Nauk	major (	Hm (4)	Date:	8 23 19
Signature of Direct	for Senior Services			•

#### Exhibit "A-1"

# Special Conditions of Use re Standard License Agreement For Commercial Activity North & West County Senior Centers

1. In the event there is an emergency, dial 911 and then follow-up by contacting one of the following on-site Senior Center Staff Members: Wilfred Belisle, North County Assistant Community Center Manager or Willie Miller, West County Senior Center Manager.

In the event that there is an accident or incident that occurs at the Facility that does not warrant a call to 911, then such accident or injury shall be immediately reported by the User to one of the following on-site Senior Center Staff Members: Patty Jordan, Assistant Community Center Manager.

In the event a County Staff member is not available, such emergency, accident or injury shall be immediately reported by the User to the Division of Facilities Management North County Region at 561-776-2051 or Division of Facilities West County Region at 561-996-4808; or if 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.

2. 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"

- 3. The License Fee is waived. The use is to promote community interest and welfare and Licensee will not realize a profit from the use. The Licensee will charge a participation fee of \$12 for the classroom activity which will cover the costs of the materials and exam fee.
- 4. The requirements of paragraph 11 are waived.
- 5. Licensee will be providing classes on the following dates: North County

September 27, 2019	February 28, 2020	July 31, 2020
October 25, 2019	March 27, 2020	August 28, 2020
November 22, 2019	April 24, 2020	September 25, 2020
December 20, 2019	May 29, 2020	October 30, 2020
January 31, 2020	June 26, 2020	November 27, 2020

West County: Third Thursday of each month from October 21, 2019 to September 24, 2020

6. Commencement of use of the Premises indicates acceptance, by the Licensee, of the Special Conditions of Use set forth herein.

August 9, 2019

North County Senior Center 5217 Northlake Blvd. Palm Beach Gardens, FL 33418

RE: Request for Waiver of Commercial License Fee

#### To Whom It May Concern:

The undersigned hereby requests that the commercial license fee be waived in connection with my Application For Use of Palm Beach County-Owned Property for Commercial Activities and the Standard License Agreement for Commercial Activity for the provision of Safety Council Safe Driver Training Classes for seniors (Activity) at the North County Senior Center (Facility). This request is being made since this Activity: (i) is for the purpose of promoting community interest and welfare and (ii) the undersigned (Applicant) will not realize a profit based on its use of the Facility, as explained by the following:

#### Promotion of Community Interest and Welfare.

This Activity is being provided as part of the Senior Center's programming, and will provide seniors with defensive driving skills and a cost reduction on their insurance premiums. The provision of this Activity is in line with the Senior Center's goal of providing classes, activities and programs to promote safety for seniors fifty-five (55) years and older.

#### Applicant Will Not Realize A Profit.

Each person participating in the Activity will be charged a participation fee of \$12 (Participation Fee). The Participation Fee is charged to cover the costs of the Safety Council Safe Diver course materials.

Sincerely,

Applicant

Scooper/Facility Use Permit Application Justification re no fee

August 9, 2019

West County Senior Center 2916 State Road #15 Belle Glade, FL 33430

RE: Request for Waiver of Commercial License Fee

#### To Whom It May Concern:

The undersigned hereby requests that the commercial license fee be waived in connection with my Application for Use of Palm Beach County-Owned Property for Commercial Activities and the Standard License Agreement for Commercial Activity for the provision of Safety Council Safe Driver Training Classes for seniors (Activity) at the West County Senior Center (Facility). This request is being made since this Activity: (i) is for the purpose of promoting community interest and welfare and (ii) the undersigned (Applicant) will not realize a profit based on its use of the Facility, as explained by the following:

#### Promotion of Community Interest And Welfare:

This Activity is being provided as part of the Senior Center's programming, and will provide seniors with defensive driving skills and a cost reduction on their insurance premiums. The provision of this Activity is in line with the Senior Center's goal of providing classes, activities and programs to promote safety for seniors fifty-five (55) years and older.

#### Applicant Will Not Realize A Profit

Each person participating in the Activity will be charged a participation fee of \$12 (Participation Fee). The Participation Fee is charged to cover the costs of the Safety Council Safe Driver course materials.

Sincerely,

**Applicant**