



**II. FISCAL IMPACT ANALYSIS**

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

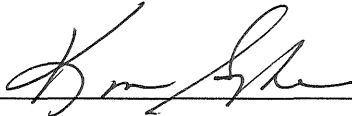
Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	*	0.00	0.00	0.00	0.00
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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

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


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

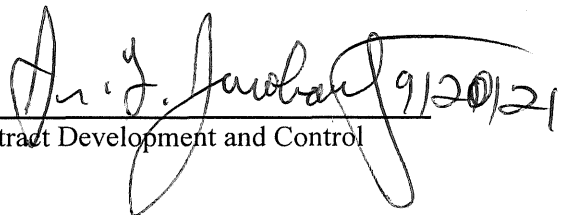
\*This item has no fiscal impact

**C. Departmental Fiscal Review:** 

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

 9/17/21  
 OFMB JA 9/17/21  
 MG 9/17/21

 9/20/21  
 Contract Development and Control

**B. Legal Sufficiency:**  
 9/21/21  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

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

**STANDARD EQUIPMENT USE AGREEMENT**

THIS EQUIPMENT USE AGREEMENT is made and entered into June 25, 2021, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the Palm Beach County Sports Commission, Inc., a Florida not-for-profit corporation, whose Federal I.D. number is 65-0641013, hereinafter referred to as "User".

In consideration of the covenants and agreements hereinafter set forth the County hereby grants User the use of equipment as set forth herein.

**SECTION ONE: EQUIPMENT USE AND TERM**

County hereby agrees to provide for the use of the equipment identified on the attached Exhibit "A", incorporated herein by reference (the "Equipment") and User acknowledges receipt of said Equipment. This Equipment Use Agreement is subject to the Special Conditions of Use as set forth in Exhibit "B", attached hereto and incorporated by reference.

This Agreement commences on June 28, 2021 and ends on the earlier of July 2, 2021, or immediately upon County notice of termination as set forth herein (the "Term"). The User shall discontinue use/return the Equipment at the conclusion of the Term.

The User acknowledges that the County is providing use of the Equipment without charge for the benefit of the public, and that the County may have occasions when the Equipment is required for County purposes. Therefore, the parties agree that, in the event the Equipment is needed by the County during the Term, or if either party desires to terminate the Agreement, for any reason whatsoever, either party may immediately terminate this Agreement and the User shall immediately discontinue use/return the Equipment to the County following the notice of termination.

**SECTION TWO: COSTS**

The User will not incur a fee for use or rental of the Equipment during the Term of this Agreement. However, User may incur other costs and expenses as further set forth in this Agreement or the Special Conditions of Use.

**SECTION THREE: RISK OF LOSS AND DAMAGE**

User shall be responsible for risk of loss and damage to the Equipment to the extent set forth in the attached Special Conditions of Use.

**SECTION FOUR: INSURANCE AND INDEMNIFICATION**

User shall provide the insurance and indemnity requirements as set forth in the attached Special Conditions of Use. Proof of insurance is required prior to delivery of the Equipment.

**SECTION FIVE: NOTICES**

All notices to the County concerning this Equipment Use Agreement shall be directed to the Business & Community Agreements Manager, Facilities Development & Operations, 2633 Vista Parkway, West Palm Beach, FL 33411-5603, [MBroderick@pbogov.org](mailto:MBroderick@pbogov.org) with a copy to Palm Beach County, Attn: County Attorney, 301 North Olive Avenue, 6<sup>th</sup> Floor, West Palm Beach, FL 33401, (561) 355-6461 (fax). All notices to the User shall be directed to Jared Fleet, Event Manager, Palm Beach County Sports Commission, Inc., 2195 Southern Blvd., Suite 550, West Palm Beach, FL 33406 at [jfleet@PalmBeachSports.com](mailto:jfleet@PalmBeachSports.com) For purposes of this Agreement, notice shall be in writing, and may be provided by U.S. Mail, hand delivery, other delivery service, or by email.

**SECTION SIX: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 2-421 through 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of 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 2440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**SECTION SEVEN: NO THIRD PARTY BENEFICIARY**

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

**SECTION EIGHT: 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 User 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.

(Remainder of this page intentionally left blank)

PBC Sports Commission/ Standard Equipment Use Agreement

IN WITNESS WHEREOF, County and User have executed this Equipment Use Agreement, on the day and year first above written.

WITNESS

PALM BEACH COUNTY SPORTS COMMISSION, INC., a Florida not-for-profit corporation

By: [Signature]  
Witness Signature

By: [Signature]  
Signature

Missy Gard  
Witness Name

By: George Linley, Executive Director  
Print Name and Title

APPROVED FOR LEGAL SUFFICIENCY

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

Michael W. Jones  
County Attorney  
Digitally signed by Michael W. Jones  
DN: DC=org, DC=pbcgov, OU=Enterprise,  
OU=CATT, OU=Users, CN=Michael W.  
Jones, E=MJones@pbcgov.org  
Reason: I am the author of this document  
Location: your signing location here  
Date: 2021.08.25 08:08:57-0400  
Full Reader View: 10.1.4

By: [Signature]  
Isami Ayala-Collazo, Director  
Facilities Development & Operations

PALM BEACH COUNTY RISK MANAGEMENT DEPARTMENT

By: [Signature] Jacqueline Binns on behalf of Scott Marting  
Scott Marting, Director

**EXHIBIT "A"**

**Equipment Inventory  
(Subject to change)**

SERIAL	RID	ALIAS	VALUE
205CKD2278	7332680	PW-SC-1	\$2,300.00
205CKD2248	7332681	PW-SC-2	\$2,300.00
205CKH4409	7332682	PW-SC-3	\$2,300.00
205CKH4424	7332683	PW-SC-4	\$2,300.00
205CKH4431	7332684	PW-SC-5	\$2,300.00
205CKK0279	7332685	PW-SC-6	\$2,300.00
205CMZ2845	7332685	PW-SC-7	\$2,300.00
205CMZ2837	7332687	PW-SC-8	\$2,300.00
205CKH4432	7332688	PW-SC-9	\$2,300.00
205CKK0276	7332689	PW-SC-10	\$2,300.00
205CKD2279	7332690	PW-SC-11	\$2,300.00
205CKH4444	7332691	PW-SC-12	\$2,300.00
205CKH4433	7332692	PW-SC-13	\$2,300.00
205CKD2285	7332693	PW-SC-14	\$2,300.00
205CKD2276	7332694	PW-SC-15	\$2,300.00
205CKD2262	7332695	PW-SC-16	\$2,300.00
205CKH4427	7332696	PW-SC-17	\$2,300.00

**Total Cost Replacement \$39,100.00**

**EXHIBIT "B"**

**Special Conditions of Equipment Use Agreement**

1. **Costs.** The User acknowledges that the County is providing use of the Equipment without charge for the benefit of the public and that there is to be no private "for-profit" uses of the Equipment. This prohibition extends to private businesses, entities or persons who are providing services for a fee during a not-for profit or governmental event.

User hereby certifies that the Equipment will be used solely by governmental or not-for-profit agencies and employees or volunteers, and that the Equipment will not be provided to any "for-profit" business or entity, or its contractors or employees. If User authorizes other governmental agencies or not-for-profit entities to use the Equipment, the User certifies that this prohibition will be explained to each user and each user must also comply with this use restriction.

2. **Return of Equipment.** The User acknowledges that the County is providing use of the Equipment during the hurricane season or during a period when County operations may require that the County must use the Equipment for County purposes. In the event the Equipment is needed by the County during the Term, at the sole discretion of the Facilities Development & Operations Department, County shall email a notice of termination to User at [jfleet@PalmBeachSports.com](mailto:jfleet@PalmBeachSports.com) and the User shall immediately discontinue use/return the Equipment, in no event later than within forty-eight (48) hours after email notice of termination. Notice of termination is final.

User understands that the Equipment would not be authorized for this proposed use, but for, User's agreement to return the Equipment as set forth herein in the event of a termination. User has accepted the Equipment being fully aware of the risk of this contingency. User takes full and complete responsibility for contingency planning to avoid disruption to its communications and/or operations and agrees that User will not rely solely on the Equipment for its safety or security communications and/or operations.

3. **Operation of Equipment.** User is solely responsible for the performance and the operation of the Equipment and any damages or liability resulting from the use thereof. Should the County or User identify any malfunctioning Equipment, the User shall notify County and return the malfunctioning equipment to the County. In the case of stolen or lost Equipment, the User shall notify the County of the same, in writing or via e-mail, and shall include within such notice the serial number of the Equipment that is lost or stolen.

4. **Risk of Loss and Damage.** User assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of User under this Agreement. In the event of loss or damage of any kind whatsoever to the Equipment, User shall, at County's option: (i) reimburse the County for the entire cost and expense of the repair of the Equipment; or (ii) pay to the County the full replacement cost of the Equipment without deduction for depreciation. User shall provide

County with the reimbursement of repair costs and/or the replacement cost, if applicable, within fourteen (14) calendar days of User's receipt of an invoice from the County regarding the same.

5. **Insurance.** User shall provide and maintain at its sole cost and expense, in a form and content acceptable to the County, Commercial General Liability Coverage at a limit of liability of not less than \$300,000 Each Occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. Where applicable, coverage shall be provided on a primary and non-contributory basis. Applicant shall provide County, at least three (3) business days prior to the date of the requested use, with a Certificate(s) of Insurance evidencing the required coverage and naming the County as both an Additional Insured and Certificate Holder. The Additional Insured shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents". The Certificate Holder shall read "Palm Beach County Board of County Commissioners o/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603".

6. **Indemnity.** User shall protect, defend, reimburse, indemnify and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during, as a result of, or in connection with User's use of the Equipment. User assumes the risk associated with the use of the Equipment and agrees to hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, due to their acts, errors or omissions resulting in bodily injury, including death, or damage to User's property incident to or in connection with User's use of the Equipment.