

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)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0.00</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 _____
 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:

* There is no fiscal impact associated with this item

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 9/15/21
 OFMB 9-15-21 LM 9/15/21
[Signature] 9/22/21
 Contract Development and Control
 9-21-21 TD

B. Legal Sufficiency:
[Signature] 9/28/21
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**LICENSE AGREEMENT
AIRPORT CENTER 2**

This License Agreement ("Agreement") is made and entered into August 5, 2021 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida, hereinafter referred to as "Sheriff".

WITNESSETH:

WHEREAS, Sheriff seeks to install and maintain an antenna on County-owned property:
and

WHEREAS, County is willing to grant Sheriff a revocable license to use the property for the purposes described herein.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows.

- 1. Premises.** The Premises for purposes of this Agreement is non-exclusive space on the roof (the specific location on roof to be determined by agreement of the parties) of the Airport Center Building 2, located at 2195 Southern Blvd., West Palm Beach, FL 33406. Sheriff accepts the Premises in its "as is" condition. The County makes no representations that the Premises is suitable for the Sheriff's use and Sheriff hereby accepts all risk relating to the use of the Premises.
- 2. Purpose.** The purpose of this Agreement is to authorize the Sheriff to install and maintain a small GPS antenna on the Premises. Sheriff acknowledges that use of the Premises is solely for the installation and maintenance of the GPS antenna. Sheriff shall not use or allow the use of the Premises for any other use, business or purpose other than as specifically permitted in this Agreement.
- 3. Length of Term and Commencement Date.** This Agreement shall commence upon execution by both parties ("the Commencement Date"). The term of this Agreement shall continue for three years from the Commencement Date or termination in accordance to the terms of this Agreement.
- 4. Installation, Maintenance, Repair, Removal, Costs & Interference.**
 - a. Sheriff is entitled to use and access the Premises to install, maintain, repair and remove the GPS antenna. No license fee will be charged for this use.
 - b. Prior to installation, maintenance, repair or removal, Sheriff shall contact County to set a mutually agreeable time to access the Premises. The County contact is Shakira Kolb, Facilities Manager, at skolb@pbcgov.org and (561) 233-4452.
 - c. All of Sheriff's equipment and personal property placed or located on the Premises shall be at the sole risk of Sheriff.
 - d. Upon termination or expiration of this Agreement, Sheriff shall remove the GPS

antenna and surrender the Premises to the County in at least the same condition as the Premises were in as of the Commencement Date.

- e. Sheriff is responsible for all costs associated with installing, maintaining, repairing and removing the GPS antenna.
- f. Sheriff shall not use any equipment or antenna that causes interference with any other antenna or equipment on the Premises. Sheriff agrees that if any of its equipment or antenna causes interference, Sheriff shall immediately make the necessary changes to the equipment or antenna as needed to correct the interference.
- g. Sheriff shall, at its sole cost, secure any required permits and comply with any applicable laws and regulations pertaining to the installation, use, maintenance and repair of the GPS antenna.

5. Termination. The County may terminate this Agreement at any time upon 30 days written notice to the Sheriff. The Sheriff may terminate this Agreement at any time upon 30 days written notice to the County. Notwithstanding such termination, the Sheriff shall remain obligated to surrender and restore the Premises as required by this Agreement.

6. 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, Sheriff 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.

7. Indemnification. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify and hold harmless the Sheriff against any actions, claims or damages arising out of the County's negligence in connection with this Agreement, and Sheriff shall indemnify and hold harmless the County against any actions, claims, or damages arising out of the Sheriff's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions. The remedies provided herein are exclusive. The Sheriff and County waive all remedies with respect to each other, including, but not limited to, consequential and incidental damages, but this waiver shall not apply to third parties. The indemnification obligations of this section shall survive termination or expiration of this Agreement.

8. Insurance. Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, ("Statute"), the Sheriff represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

9. Entire Agreement. This Agreement may be modified only if such modification is in writing and signed by both parties.

10. Notices. Any notice required under this Agreement shall be sufficient if in writing and mailed to County at: FDO Business & Community Manager, 2633 Vista Parkway, West Palm Beach, FL 33411, with a copy to: Palm Beach County, Attn: County Attorney, 301 North Olive Avenue, West Palm Beach, FL, and to Sheriff at: Palm Beach County Sheriff's Office, Attention: Ed Ortega, Division Manager, Logistics & Materials Management, P.O. Box 24681, West Palm Beach, Florida 33416.

11. Palm Beach County Office of the Inspector General. The County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to this Agreement.

12. 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.

13. Assignability. This Agreement is not assignable.

14. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida with venue of any legal action in Palm Beach County.

Remainder of this page left intentionally blank

PBSO – Airport Center 2 /License Agreement

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

WITNESS:

SHERIFF:

By: Ly, Sandy C. Digitally signed by Ly, Sandy C.
Date: 2021.07.28 16:03:53 -0400

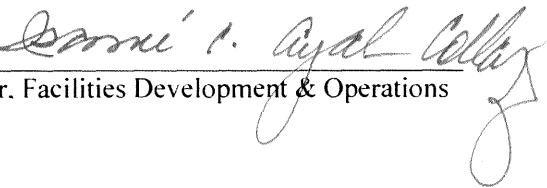
Signature

By: Feeney, Terence P. Digitally signed by Feeney, Terence P.
Date: 2021.07.28 15:39:52 -0400

Signature

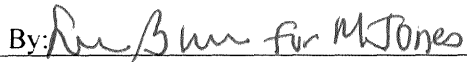
Terence Feeney
Printed Name

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

By: MB 

Director, Facilities Development & Operations

**APPROVED AS TO LEGAL
SUFFICIENCY**

By: 

County Attorney