

Agenda Item #:

3H-11

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 8, 2022

Consent

Regular

Ordinance

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Standard License Agreement for Use of County-Owned Property for a period of November 30, 2021 through December 30, 2021, with Friends of the Mounts Botanical Garden, Inc. (Mounts Botanical Gardens) for the Garden of Lights event.

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 Agreement has been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator or designee who in this case was the Director of the Facilities Development and Operations Department. The Standard License Agreement was approved in accordance with R2010-0333, as amended and approved by the Board on October 1, 2013. The executed document is now being submitted to the Board to receive and file. **(FDO Admin) District 2 (DB)**

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.

Attachment: Standard License Agreement for Use of County-Owned Property with Friends of the Mounts Botanical Garden, Inc. (Mounts Botanical Gardens).

Recommended By: MB [Signature] 2/4/22
Department Director Date

Approved By: [Signature] 2/16/22
County Administrator Date

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

This License Agreement made and entered into October 25, 2021, by and between Palm Beach County, a political subdivision of the State of Florida hereinafter referred to as "County" and Friends of Mounts Botanical Garden, Inc., a Florida Not for Profit Corporation, 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.

Friends of Mounts Botanical Garden/ License Agreement

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 Wavier**
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

Friends of Mounts Botanical Garden/ License Agreement

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,

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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.

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".

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.

Friends of Mounts Botanical Garden/ 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:

Friends of the Mounts Botanical Garden, Inc.
559 N. Military Trail, West Palm Beach, FL 33415
Fax: (561) 685-7244

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.

Friends of Mounts Botanical Garden/ License Agreement

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 the laws of the State of Florida. Any legal action necessary to enforce the License Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

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**

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 Inspector General is authorized with 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 - 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.

24. E-Verify – Employment Eligibility

24.01 Licensee warrants and represents that it is in compliance with section 448.095, Florida

Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Licensee's contractors and subcontractors performing any duties and obligations under this License are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

24.02 County shall terminate this License if it has a good faith belief that Licensee has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

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Friends of Mounts Botanical Garden/ License Agreement

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

Debbie Sandler
Printed Name

Paton White
Printed Name

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

By: 
Director, Facilities Development & Operations

**APPROVED AS TO LEGAL
SUFFICIENCY**

By: Michael W. Jones
County Attorney

Digitally signed by Michael W. Jones
DN: DC=org, DC=pbgov,
OU=Enterprise, OU=CATT, OU=Users,
CN=Michael W. Jones,
E=MJones@pbgov.org
Reason: I am the author of this document
Date: 2021.10.22 10:03:00-0400

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: Paton White, President of the Board of Directors

Name of Organization/Licensee: Friends of the Mounts Botanical Garden, Inc.

Address: 559 N. Military Trail, West Palm Beach, FL 33415

Telephone: Office (561) 233-1757

Email: _____

Name and Title of Authorized Representative: Carol Smith, President of Board of Directors

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: See Attached Exhibit "A-1."

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 X

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

5. DATE

Date(s) of Use: Various dates between November 30, 2021 through December 31, 2021 (See Attached Exhibit "A-1")

Time(s) of Use: 5:00-9:45 p.m. 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

Organization Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail _____

Status: Non Profit _____ Profit _____ Other _____ (Explain)

Contact Person: _____

8. VENDORS

List all vendors of the event: Holiday Lightsapes (Sean Wolfe – President)
(561)827.4357; 3855 Tucks Road, Boynton Beach, Fl. 33436:

Norred & Associates (Security):

Palm Beach Parking, Inc. (Nick Leone), (561)965-2843
(pbpark@bellsouth.net);

—
See Ex. A-1 (F) regarding Vendor Insurance requirements.

9. ADVERTISING

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

If yes, by what means?: Radio X TV ___ Internet X Other Newspaper
Ads, Mailers, Banners posted in the Community

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

1. FEES AND ADDITIONAL CHARGES

_____ License Fees	\$ <u>See attached Exhibit "A-1"</u>
_____ Custodial Costs	\$ _____
_____ Service Costs	\$ _____
_____ 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.



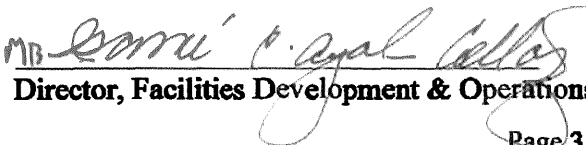
Date: 10/19/2021

Signature of Authorized Representative

Rochelle Wolby, Curator - Director

Printed Name and Title of Authorized Representative

APPROVED BY:



Date: 10/25/2021

Director, Facilities Development & Operations Department

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. This Agreement is limited to providing access and use of the Premises to Licensee for the purpose of hosting a multi-evening event, known as the "Garden of Lights: A Winter Holiday Event" ("Event"). This Event shall showcase professionally installed holiday-themed light displays in and around the Premises, providing Palm Beach County residents with an evening destination to enjoy festive, holiday lighting.

B. Premises

1. County grants Licensee the right, license and privilege of accessing and using the property located at 531 N. Military Trail, West Palm Beach, Florida 33415, more commonly known as the "Mounts Botanical Garden of Palm Beach County" (Garden), for this Event.

C. Term & Time of Use

1. The term of this License Agreement will be from November 30, 2021 through December 31, 2021.
2. During this period, Licensee shall have use and access of Premises to install the lighting displays, host the Event, and breakdown the lighting the displays.
3. County recognizes and acknowledges that Licensee's Lighting Vendor shall need access prior to the start of the Event opening to the general public, and following the Event to set-up and breakdown the lighting displays. Licensee and County agree to work together to establish the most convenient times to conduct these activities.
4. The Event shall be open to the general public from December 1st - 23rd, 2021, and the hours are 6:00 p.m. through 8:30 p.m., each night, including weekends. The Event will be closed to the general public on December 6th, 13th and 20th. For each Event date open to the general public, Licensee's staff shall ensure that the admission of new guests ceases at 8:00 p.m. and that the general public shall have vacated the Garden by 9:00 p.m.
5. For Licensee's staff and vendors, set up for the Event shall begin each day the Event is open to the public at 4:30 p.m. and Licensee's staff and vendors shall vacate the Premises by 9:45 p.m. each evening. If additional time is warranted, Licensee shall advise County accordingly as to the amount of extra time needed on the specific day to accomplish their duties.

D. Incorporation of the Event Logistics Plan

1. Licensee agrees to abide by and follow the "Event Logistics Plan" created by the parties to set forth Licensee's duties and responsibilities regarding the logistics of hosting the Event. The "Event Logistics Plan" is hereby incorporated into this Agreement by reference and attached hereto as Exhibit "B."
2. **Security.**
 - i. The safety and security of County residents attending the Event is of paramount importance.
 - ii. Licensee shall fund six (6) to eight (8) security guards to handle security

and crowd control on the Premises. One of the security guards shall be a rover, continually walking all areas of the Premises during the hours the Event is open to the public. The six (6) to eight (8) security guards shall be present for a half hour before, during, and a half hour after the Event is open to the Public.

- iii. Licensee shall have sufficient staff, as detailed below, to further ensure the safety and security of all visitors to the Event.

3. Traffic Control & Parking.

- i. During the Event, Licensee shall have two to three (2-3) uniformed Palm Beach Sheriff Officers (PBSO) present to assist with traffic and crowd control, and to ensure that the traffic flow between the Premises and the parking areas designated in the Event Logistics Plan runs in an orderly manner.

- a. Licensee is required to provide County with evidence that extra duty Palm Beach County Sheriff's Officers have been retained for traffic and crowd control during the entire term of use. Licensee shall be required to contact the PBSO Contract Office directly at 561-687-6817 or 561-687-6818 or visit the PBSO website to obtain the Application for Extra Duty Police Service and shall email proof of the permit issuance and staffing to jdickens@pbcgov.org, no later than November 20, 2021. Failure to obtain and provide proof shall result in cancellation of this License.

- b. Licensee is encouraged to submit the application to PBSO as soon as possible to increase probability of PBSO being able to accommodate the requested dates.

- ii. Licensee shall fund at least seven (7) parking attendants for the parking areas designated in the Event Logistics Plan to ensure that the traffic flow within the parking areas and the ingress/egress to and from the parking area runs in an orderly manner. Licensee shall have additional parking attendants on-call, if needed.

- iii. Licensee shall identify, delineate or otherwise mark-off a safe and clear pedestrian path from each parking area designated in the Event Logistics Plan to the Premises.

- iv. Licensee shall post parking instructions on electronic signs, social media and other collateral media to ensure the general public is informed about parking locations and parking availability.

4. Premises Safety.

- i. The lighting displays shall be in the areas designated by the Event Logistics Plan and shall align with the Premises' central walkway, which shall be staked with pathway lights.

- ii. All other areas within the Premises, with the exception of the restroom facilities, shall be restricted and roped off from Public access each evening before opening for the Event, as more specifically designated in the Events Logistics Plan. Licensee's staff shall continuously monitor these restricted areas and require the Public only stay on the main, lighted pathways.

- iii. Licensee shall inspect the Premises after each evening and before opening

to the public the following day to ensure that no damage has been done to the Premises and, if damage has been done, to document and repair such damage before opening to the Public.

5. Total Staffing.

- i. Licensee shall have sufficient staffing to ensure the security and safety of all visitors and the protection of the Premises, the garden, and the light displays. At a minimum, and as indicated in the Event Logistics Plan, Licensee shall have 24 staff members on site for each night the Event is open to the public, including the following:
 - a. Two to Three (2-3) Uniformed Palm Beach County Sheriff Officers for Traffic Control for every night of the Event.
 - b. Six (6) to eight (8) Security Guards as detailed above for every night of the Event.
 - c. Nine (9) parking lot attendants for the parking areas designated in the Event Logistics Plan for every night of the Event. Licensee shall have additional parking attendants on-call, if needed.
 - d. Four (4) to Five (5) ticket and admissions attendants to handle processing admission fee and distributing tickets for every night of the Event.
 - e. Three to Four (3-4) additional staff responsible for generally monitoring the parking areas and grounds to ensure the Public does not venture into any restricted areas on the Premises for every night of the Event.
- ii. If attendance fails to meet projections or Licensee otherwise concludes after the Event has started that certain required staffing is not needed, or not needed on certain nights, Licensee may propose in writing alternate staffing to the County. County, in its sole discretion, may either grant or deny the request.

6. Emergency Management.

- i. For accidents or injuries on the Premises that require emergency response, Licensee shall call 911.
- ii. Licensee shall be responsible for providing emergency access to the Premises during the authorized hours of use as set forth in this Agreement.
- iii. Licensee shall follow the Emergency Management protocol as set forth in the Event Logistics Plan.
- iv. For any incident, Licensee shall complete the County Event Incident Report.
- v. For any incident, Licensee shall report the incident to Facilities Management at 561-233-4452.

7. PBI Compliance.

- i. Due to the proximity of the Premises to the Palm Beach International Airport ("PBI") and the potential for pilot distraction from the light displays, Licensee shall meet with and abide by all restrictions from PBI in regard to the type and intensity of the lighting displays that can be used during the Event.
- ii. Prior to the Event start date, Licensee shall advise County, in writing, that Licensee has met with PBI and that the light displays are in compliance

with PBI's requirements.

E. Licensee's Duties

1. Licensee shall assume all safety and security duties and responsibilities as it relates to the Premises as well as Licensee's vendors, employees, agents, contractors, volunteers, and public users of the Premises, and all of their respective vehicles, during the authorized hours of use as set forth in this Agreement.
2. Licensee is solely responsible for staffing and collection of revenue generated.
3. Licensee shall immediately report to Facilities Management at 561-233-4452, prior to leaving the premises for the evening, any damage to the Premises and/or incident, accident, or injury occurring on the Premises, or at the entrance/exits of the Premises, requiring a police or emergency response and occurring during the Licensee's use. Licensee is responsible for taking immediate action to barricade off damaged or unsafe areas from use, and post warning signs, or take such other steps as reasonably required in the situation to prevent further damage and/or injury to persons or property. County shall perform any necessary repairs and Licensee shall reimburse County for the costs of any damage to the facility occurring during Licensee's use.
4. Licensee shall be solely responsible for all costs and expenses incurred by County in returning the Premises to its original condition, which shall include, but not be limited to, the cost of towing abandoned vehicles and all costs and expenses of cleaning up litter or debris following the use.
5. Licensee shall reimburse County within ten (10) days of invoice date for all costs and expenses incurred by County as set forth above.
6. Licensee shall remove any litter from the Premises on a daily basis and keep the Premises clean and clear of litter so as to prevent the Premises from becoming unsightly.
7. Licensee shall provide routine spill maintenance and/or barricade off areas of the Premises that become unsafe, slippery or wet during the licensed use until such time that Licensee has appropriately addressed and cleaned the area.
8. Licensee shall not employ alternative electrical power sources without the approval of FDO.
9. Licensee shall be responsible for all deliveries of equipment or other objects to the Premises.
10. Licensee shall not store, possess or use drugs or gambling devices at the Premises or permit others to do so.
11. No alcoholic beverages shall be sold, used or consumed at the Premises.
12. Smoking is prohibited on the Premises, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.
13. 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"
14. Commencement of use of the Premises indicates acceptance, by Licensee, of the Special Conditions of Use set forth herein.

F. Licensee's Vendors

1. At least 10 days prior to the Event, Licensee shall provide County with a written list of all vendors it intends to use to hold this event and certificates of insurance

- from such Vendors which evidence that such Vendors have insurance at least equal to the coverage and limits referenced in paragraph 11 of this Agreement.
2. All Licensee's Vendors shall add Licensee as well as County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. For County, 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."
 3. Licensee acknowledges that it is solely liable for, and shall indemnify and hold County harmless as further detailed under section J, any and all damage to Licensee's Vendors' equipment, including, but not limited to, the holiday lights and all attendant equipment.

G. License Fee Waived

1. Since the Event is to promote community interest and welfare, and Licensee will not realize a profit from the activity, no license fee shall be assessed. Licensee may be required to pay charges for custodial, set-up, audio and electrical system support or other special requirements. All revenue collected in excess of expenses will be used only for future projects which benefit Mounts Botanical Garden.

H. Event Admission Fee

1. County authorizes Licensee to charge the following admission fees: \$15 for Adults, \$12 for Veterans, Seniors and College Students with ID, \$7 for children 6-17 years old. Free admission for children under 6 years old and Mounts Botanical Garden Members.
2. Licensee will make good faith efforts to provide free admission to certain school groups from Title I schools.

I. Event Expenses, Revenue & Revenue Distribution

1. Licensee shall maintain a record of expenses, revenue (by date), and the distribution of the revenue following the Event.
2. Expenses include, but are not necessarily limited to, the following:
 - i. Cost of the Exhibit
 - ii. Event Staffing
 - iii. Advertising
 - iv. Miscellaneous (CPA, Materials, Signage, etc.)
 - v. County Expenses (grounds maintenance, OT/Comp time for County employees)
 - vi. Electric Power expense: The 2021 electric power usage shall be calculated as follows: Licensee shall be assessed the difference in the amount of December 2021's electric bill for Mounts Botanical Garden and the average amount of the December electric bill from the Mounts Botanical Garden in 2016 and 2017.
3. Licensee agrees that any revenue collected in excess of expenses will be used only for future projects which benefit the Mounts Botanical Garden.
4. Within 30 days of the last day of the Event, Licensee shall provide County with a detailed record of the expenses incurred (with a specific line item expense for any expense exceeding \$100), the revenue generated (by date), and the proposed

uses of any revenue in excess of expenses.

J. Audio/Visual Stations

1. County shall provide Licensee with two (2) County owned Audio/Visual stations, consisting of two sets of wireless speakers (each set contains two speakers).
2. The speakers will be set-up as indicated in the Event Logistics Plan.
3. Licensee is responsible for securing and setting-up this equipment each day of the Event.
4. If the Audio/Visual stations and or any generators loaned by County remain outside and in the open, Licensee shall ensure that a Security Guard is assigned to watch this equipment overnight. However, if such equipment is put inside or otherwise hidden from sight each night, Licensee does not have to provide a Security Guard to watch this equipment.

K. Indemnification

1. This provision supplements section 10, Indemnification of County, of this Agreement.
2. Licensee shall indemnify, protect, defend and hold the County free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines, penalties and damages (including attorney's fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, for any damage to property or the environment, economic losses, bodily injury (including death) or any other claim arising in Tort, incurred or sustained by any person or entity, arising out of, or incident to, or in connection with:
 - i. Licensee's access and use of the Premises.
3. In the event County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and defend and hold County harmless and pay all costs and reasonable attorney's fees incurred by County in connection with such litigation, and any appeals thereof.
4. Licensee further agrees to hold harmless, protect and defend and indemnify County for fines, citations, court judgments, insurance claims, restoration costs, damages, or any other liability resulting from the activities of Licensee under this Agreement, whether or not Licensee was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving the activities of Licensee.
5. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Agreement without Licensee's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida.
6. The provisions of this Section shall survive expiration or termination of this Agreement

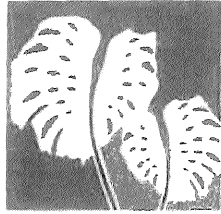
L. Disclaimer & Release of Liability

1. IN CONSIDERATION OF COUNTY'S AGREEMENT TO ALLOW LICENSEE TO USE THE PREMISES AND CONDUCT THE ACTIVITIES MENTIONED ABOVE, AND OTHER GOOD AND VALUABLE

CONSIDERATION THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, COUNTY HEREBY DISCLAIMS, AND LICENSEE HEREBY WAIVES, RELEASES AND DISCHARGES COUNTY, FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS, CAUSES OF ACTION, LOSSES, DAMAGES, OR PERSONAL INJURIES OR DEATH, WHETHER ARISING IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), OF ANY NATURE WHATSOEVER, SUSTAINED BY LICENSEE, ITS STAFF, ITS VENDORS, AGENTS, OR INVITEES DURING THE TERM OF THIS AGREEMENT.

2. THE SCOPE OF THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO ANY TEMPORARY IMPROVEMENTS, VEHICLES, OR PERSONAL PROPERTY OF LICENSEE OR LICENSEE'S STAFF OR LICENSEE'S VENDORS, AGENTS OR INVITEES THAT MIGHT BE PARKED, LOCATED OR STORED ON THE PREMISES INCLUDING, BUT NOT LIMITED TO, THEFT OF SUPPLIES, PERSONAL PROPERTY, EQUIPMENT, MONIES OF LICENSEE, LICENSEE'S STAFF, LICENSEE'S VENDORS, AGENTS OR ITS INVITEES.
3. The provisions of this Section shall survive expiration or termination of this Agreement.

Exhibit B
Event Logistics Plan



MOUNTS
BOTANICAL
GARDEN
OF PALM BEACH COUNTY

Garden of Lights

Event Plan

(December 2021)

The following event plan serves as the basis for an agreement between Friends of the Mounts Botanical Garden (Friends) and Palm Beach County's Facilities, Development, and Operations (Facilities) department regarding the Friends' proposal to host the third annual *Garden of Lights (GOL)* at Mounts Botanical Garden. The plan addresses the following considerations:

- Summary & Timeline of Event
- Staffing & Security
- Site Map, showing Garden of Lights Main Pathway and Parking Areas
- Description of Emergency Management

Event Summary and Timeline

MBG's *Garden of Lights* event throughout December (Dec. 1-5th; 7-12th; 14-19th; and 21-23rd) offers Palm Beach County residents the opportunity to enjoy a beautiful light display over the holiday season. MBG anticipates 12,000 visitors.

GOL takes place over 20 evenings, excluding Mondays, County-designated holidays, and floating holidays (12/24 and 12/25). Event hours are 6:00 – 8:30 p.m. on weeknights and weekends. Mandatory admission fees are applied to non-member visitors. The MBG Gift Shop will remain closed during *GOL* due to extensive renovation work for the new Welcome Center.

Event set-up commences at 4:30 p.m. This year features a new visitor entry/exit point: Gate 3, which is located west of the former DMV building. Gate 3 reopens to *GOL* visitors at 6:00 p.m. and close at 8:30 p.m. Post-event, security officers assist in clearing the Garden premises of all visitors by 9:00 p.m. MBG staff members are expected to be off-site by 9:45 p.m. during *GOL* designated evenings.

Event dates listed below represent peak attendance evenings:

1. Friday, December 3, 2021
2. Saturday, December 4, 2021
3. Friday, December 10, 2021
4. Saturday, December 11, 2021
5. Friday, December 17, 2021
6. Saturday, December 18, 2021
7. Sunday, December 19, 2021
8. Tuesday, December 21, 2021
9. Wednesday, December 22, 2021
10. Thursday, December 23, 2021

Lighting Plan

Lighting contractor Holiday Lightscares (Lightscares) is responsible for the installation, maintenance, and removal of lighting and decorations corresponding to 16 garden areas. These specified areas feature commercial grade LED products and décor. In addition, Lightscares is supplying flood light towers for the main parking lot and solar LED disc pathway lights staked into the ground throughout the main visitor walkway. The 16 garden areas are specified below:

1. Gate 3 - Main entrance vicinity
2. Signature Ridge
3. East Hutcheson tree area and path leading to public restrooms
4. South Hutcheson sidewalk
5. West Lake Orth Royal Poinciana and signature palms
6. Butterfly Garden
7. Great Lawn
8. Southwest Lake Orth across Overlook Deck
9. Children's Maze
10. Mediterranean Cottage Garden
11. Zimmerman Color & Shade Island (limited viewing; visitors will not be allowed onto the Island)
12. Windows on the Floating World
13. Rainbow Border Garden
14. Crepe Myrtle Allée
15. The Pines Area
16. Parking Lot

Garden of Lights — Main



PBC Facilities Development and Operations (Facilities)

Facilities Management Division (FMD)

One (1) FMD staff will be available, as necessary, to check electrical systems

Electronic Services & Security (ESS)

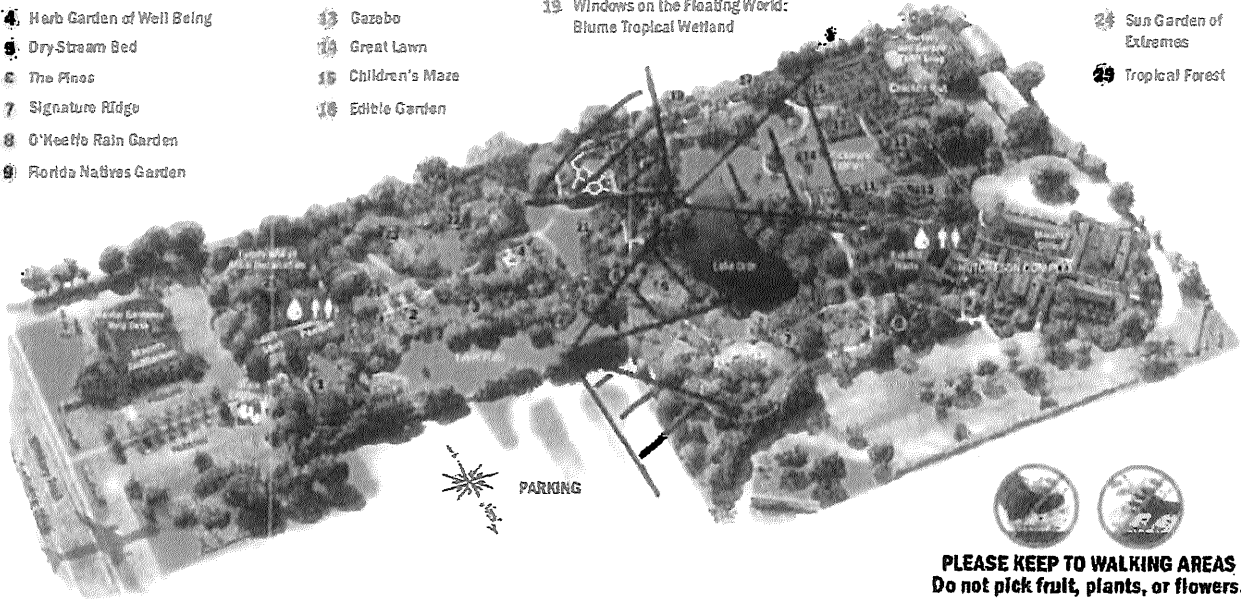
ESS will provide MBG with two (2) County owned Audio/Visual stations, consisting of two sets of wireless speakers (each set contains two speakers). ESS shall deliver the wireless speakers to the Garden before December 1st and MBG employees will be responsible for setting up, securing and breaking down the speaker sets during each day of *GOL*.


MBG staff will install the audio equipment at two locations in the Garden (please refer to garden map on next page)

1. Event Field
2. Zimmerman Color and Shade Island

GARDEN LOCATIONS

- | | | | | |
|---------------------------------------|---------------------|--|-------------------------------------|--------------------------------|
| 1 Rose & Fragrance Garden | 10 Butterfly Garden | 17 Mediterranean Garden | 20 Zimmerman Shade and Color Island | 22 Light Tropical Shade Garden |
| 2 Garden of Tranquility | 11 Trial Gardens | 18 Tropical Cottage Garden | 21 Rainbow Garden | 23 Begonia Garden |
| 3 Eigelberger Tropical Foliage Border | 12 Bulb Garden | 19 Windows on the Floating World: Blume Tropical Wetland | | 24 Sun Garden of Extremes |
| 4 Herb Garden of Well Being | 13 Gazebo | | | 25 Tropical Forest |
| 5 Dry-Stream Bed | 14 Great Lawn | | | |
| 6 The Pines | 15 Children's Maze | | | |
| 7 Signature Ridge | 16 Edible Garden | | | |
| 8 O'Keefe Rain Garden | | | | |
| 9 Florida Native Garden | | | | |




PLEASE KEEP TO WALKING AREAS
 Do not pick fruit, plants, or flowers.
THANK YOU!

Event Staffing:

Contracted Vendors

Friends contracted Holiday Lightscapes to create this light display. They will install, maintain, and remove all lights and decorations. They will provide an additional lighting technician for technical support and maintenance through the duration of *GOL*.

Two to Three (2-3) law enforcement officers from the Palm Beach County Sheriff's Office (PBSO) will be scheduled during *GOL* to assist with vehicular traffic and crowd control.

Palm Beach Parking, Inc. and Norred Security will provide supplemental event staff:

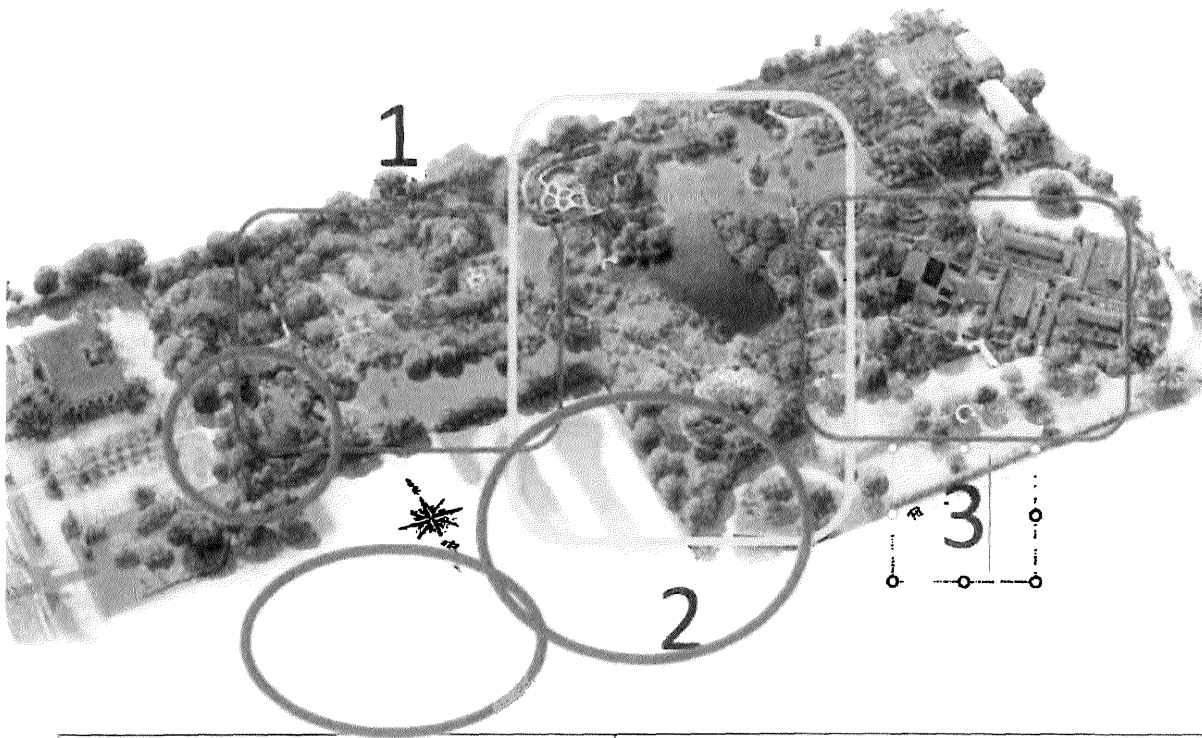
- Six to eight (6-8) security guards to facilitate garden security and crowd control
 - One (1) security officer will be armed and serve as the designated "rover", patrolling all garden areas throughout the operating hours of *GOL*
 - Security officers will be responsible for clearing the Garden each night to ensure no visitors remain on the premises beyond event hours.
- Nine (9) parking attendants responsible for directing traffic within the parking areas and managing visitor drop-off

MBG Employees

Three to four (3-4) MBG employees will be on-site each evening to oversee the event (5:00-9:30 p.m.) and four to five (4-5) part-time admissions/gate staff during GOL.

Approximately 24 individuals will be on-site for each of the 20 evenings of GOL, not including Facilities' support staff. MBG will be segmented into three areas for event staffing. The parking areas are separate and marked with blue circles. Staff assignments are provided in the table below the illustration.

MBG employees will be responsible for trash removal, closing, and locking-up the Garden each evening after all visitors have been cleared off the premises.



GOL Event Staff	Designated Area
1 (County Employee)	Area 1 & 3, Closing, Trash Removal
1 (County Employee)	Monitoring sections around Lake Orth (Area 2), Closing
1 (Friends Employee)	Hutcheson Portico Area, Admissions & Rover
2 (PBSO) Non-Peak, 2-3 (PBSO) Peak Nights	Monitoring Traffic at corner of Golf Street & Military Trail
2-3 (Security Officers)	Main Entrance, Clearing the Garden after event
1 (Security Officer)	Monitoring Areas 1 & 2, Clearing the Garden after event

1 (Security Officer)	Monitoring Areas 2 & 3, Clearing the Garden after event
1-2 (Security Officers)	Children's Maze, Clearing the Garden after event
1 (Security Officer)	Walking through all areas, Clearing the Garden after event
4-5 (Admissions Staff)	Main Entrance Admissions Table, Closing
4 (Parking Attendants)	Front DMV Lot
3 (Parking Attendants)	Back DMV Lot
2 (Parking Attendants)	Golf Street & Salvation Army Parking Area (Overflow)

Restricted Garden Areas

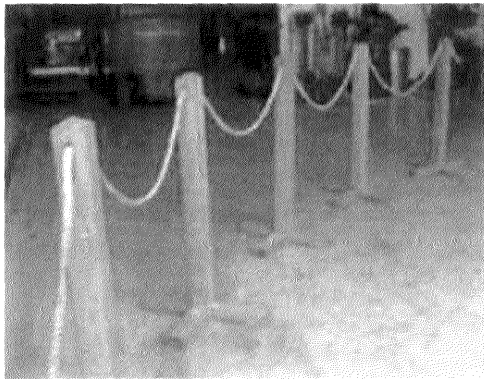
During *GOL*, MBG will close off specific garden areas, most notably the front southeast quadrant due to renovation and construction work taking place related to the new Welcome Center.

Garden of Lights — Restricted





The Garden of Tranquility, Garden of Extremes, Herb Garden of Well Being, Trial Garden, Bulb Garden, and Gazebo area will remain unlit. These areas pose safety concerns, thus, they will be roped off by the horticulture staff each evening (examples below). Staff members and/or volunteers will strategically monitor these areas as well as direct visitors to stay on the lit, main pathway. Parking attendants and security will monitor the parking areas regularly.



Public Restrooms

Male and Female multi-stall public restrooms located in the Hutcheson Exhibit Hall area will be open to visitors. A well-lit path and signage will be posted for easy directions to the restrooms.



Staff members will monitor the Hutcheson Portico Area and designated walking path leading to the Hutcheson Complex for visitors using these restrooms. This pathway veers off the main *GOL* walkway.



Event Ticketing

MBG anticipates *GOL* being a well-attended, in-person, evening event. Our objective is to ensure visitors are admitted into the Garden expediently. Often, the event entry and ticketing systems are the first points of engagement visitors have with the Garden. It is very important to MBG that visitors have a safe and enjoyable *GOL* experience. MBG offers both a walk-in ticketing system and online ticketing advance purchases.

Currently, MBG's website utilizes online ticket sales. We work closely with our webmaster to tailor this guest service and experience to accomplish the following objectives:

- User friendly online sales system that utilizes secure coded tickets and a wireless ticket redemption system
- Tickets issued instantly by email
- Fraud-proof reissuing of lost/stolen tickets
- Fraud-proof barcodes so printed tickets cannot be utilized more than once

Food and Beverage

For the third annual *GOL* event, MBG will not offer food and beverage. The goal is to create an experience during which visitors engage with *GOL* and leave immediately afterward to limit wear-and-tear on the Garden and eliminate conditions in which additional waste material is disposed of on premises.

Event Parking

GOL may impact parking and traffic along North Military Trail, between Okeechobee and Southern Boulevard, and beyond.

GOL will utilize three parking areas:

1. "DMV" Parking Lots – MAIN PARKING AREA during the event
 - o 185 spaces in the Front Lot (lot closest to Military Trail)
 - o 120 spaces in the Back Lot (track area, closest to the back of Garden)
 - o 10 spaces will be reserved for Handicap Parking
2. 531 N Military Trail Garden Parking Lot – SUPPLEMENTAL PARKING AREA as needed
 - o 57 parking spaces in total
3. Golf Street, north of "DMV" gated parking lot – SUPPLEMENTAL PARKING AREA as needed
 - o 70 spaces on grass along the street

Parking Sequence

- 1) Visible event signage and PBSO officers along Military Trail (Garden Side) will direct visitors toward the "DMV" parking lot entrance
- 2) Six (6) parking attendants will supervise, direct, and monitor traffic to fill the spaces at the DMV Front Parking Area
- 3) Three (3) parking attendants will supervise, direct, and monitor traffic toward the "DMV" back lots as necessary. Attendants will also supervise visitor Drop-Off and Handicap spaces within this area.
 - a. 10 Handicap Spaces will be marked and made available during *GOL*
- 4) Southbound traffic will have easier access to the Garden through the "DMV" parking lot
- 5) Northbound traffic will be directed toward the "DMV" lot (driving West on Orleans Street, South on Lexington Street, and East on Golf Street into the "DMV" parking lot area
- 6) Lexington Street and Golf Street will be converted by PBSO into one-way traffic heading south and east respectively to Military Trail
- 7) PBSO Officers will be stationed at the corner of Golf Street and Military Trail to monitor incoming event traffic. Additionally, Golf Street and Lexington Streets will be converted to one-way during event hours. A PBSO Officer will be stationed at Lexington Street and Orleans to supervise traffic so that community residents (living in Glenn Forest) may drive into and exit their community safely in spite of heavier than expected traffic related to *Garden of Lights*.
- 8) Once a designated parking area is full, an electronic message board alerting "Parking Lot Full"

will be engaged. Parking attendants will direct visitors to a supplemental parking area. Parking attendants are responsible for monitoring vehicular traffic within designated lots so visitors can safely walk within these areas toward the main entrance and then back to their vehicle.

- a. Due to limited overflow parking, MBG will utilize electronic signage and/or message boards with reflectors advising visitors when event parking is full. The electronic message board will be visible along Military Trail and Golf Street.
- b. Additionally, social media will be utilized to inform the public if parking is full (especially toward the close of the event each night) and encourage them to return on another evening.

9) The MBG website will feature a *GOL*-specific banner with relevant event information.

Parking will be first come first served and free for all *GOL* attendees. Parking spaces within the "DMV" parking lot will be cordoned and sectioned off to maximize availability. PBSO officers stationed along Military Trail and Golf Street will direct vehicles toward the DMV parking lot. Parking attendants located in the "DMV" parking area and along Golf Street will supervise vehicular traffic to enable maximum usage of available parking spaces.

Plant Society Meeting Dates and Other Meetings/Events (December)

Date & Time	Event & Anticipated Number of Vehicles	Location
12/1/21; 7:00-10:00pm	Palm & Cycad Society [25 Vehicles]	Mounts Building Main Entrance Parking Lot
12/1/21; 7:00-10:00pm	Hibiscus Society [25 Vehicles]	Mounts Building Main Entrance Parking Lot
12/2/21; 7:00-10:00pm	Rare Fruit Council [25 Vehicles]	Mounts Building Main Entrance Parking Lot
12/9/21; 7:00-10:00pm	Orchid Society [5 Vehicles]	Mounts Building Main Entrance Parking Lot
12/10/21; 7:00-10:00pm	Rare Fruit Council [25 Vehicles]	Mounts Building Main Entrance Parking Lot
12/14/21; 7:00-10:00pm	Evening Herb Society [25 Vehicles]	Mounts Building Main Entrance Parking Lot
12/15/21; 7:00-10:00pm	Hibiscus Society [25 Vehicles]	Mounts Building Main Entrance Parking Lot
12/16/21; 7:30-10:00pm	Bromeliad Society [20 Vehicles]	Mounts Building Main Entrance Parking Lot
12/21/21; 7:00-10:00pm	Florida Native Society [25 Vehicles]	Mounts Building Main Entrance Parking Lot

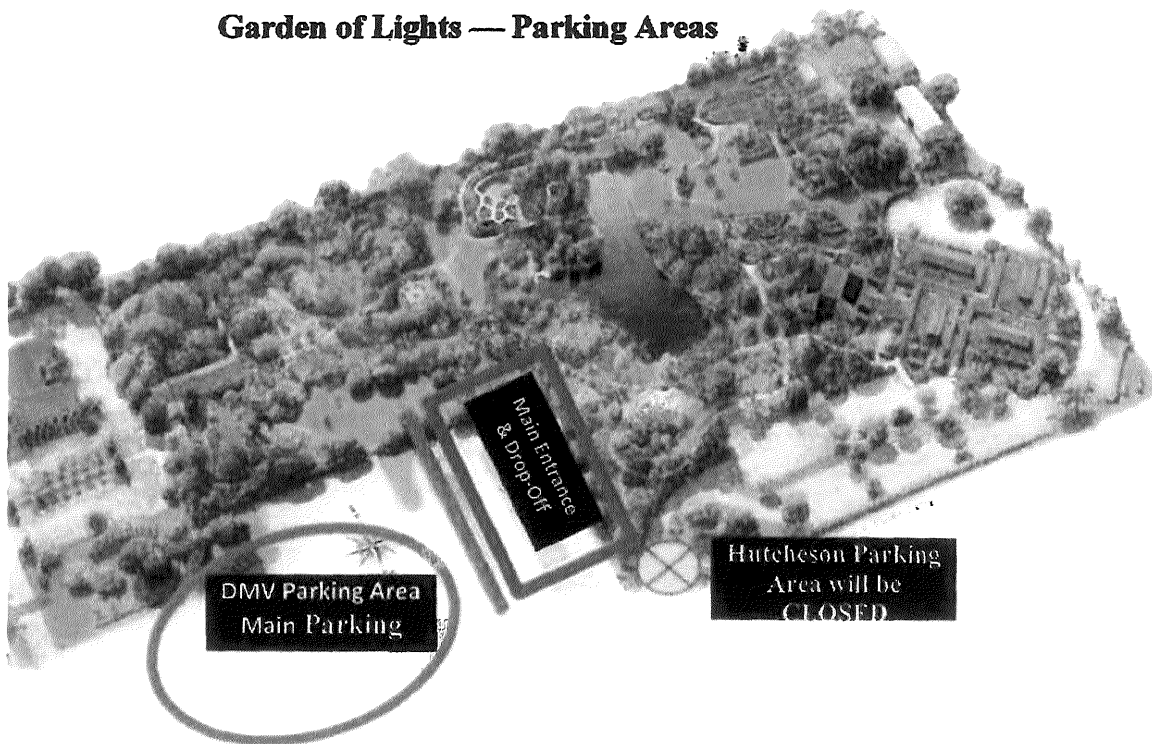
MBG staff has determined 8 dates in December during which the 531 Entrance parking lot will be utilized by Plant Society meetings held in the Mounts Auditorium, for which parking is required. The main parking area for *GOL* will be the "DMV" parking lots. Therefore, these meetings should not

impact parking for Society meetings. MBG will inform the Societies regarding *GOL* dates. Vehicles arriving for these Society meetings will be directed by *GOL* parking attendants. Parking attendants will be informed of these meeting dates beforehand to prepare for this additional vehicular traffic. The sequence of parking will not change, as all vehicular traffic will be managed and directed by *GOL* parking attendants.

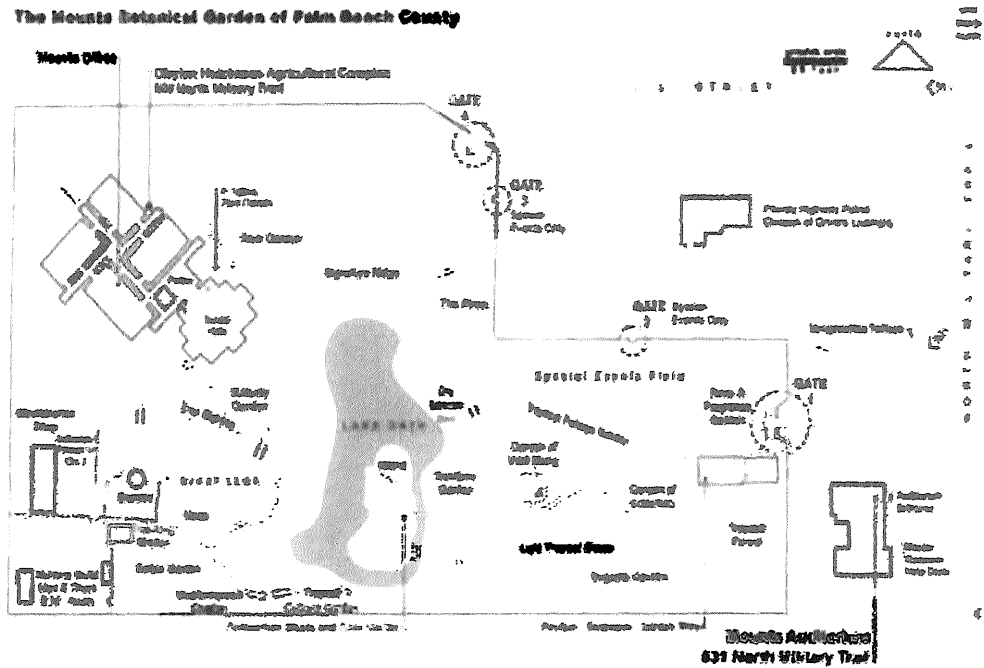
Visitor Drop-Off

The Garden will accommodate visitor drop-off. The drop-off point is located by Gate 3, the Main Entrance, and facilitated by parking attendants. Only vehicles dropping off visitors will be permitted to enter and exit the area, by the Main Entrance, as outlined in red below. No vehicle will be permitted to park in that section during *GOL*.

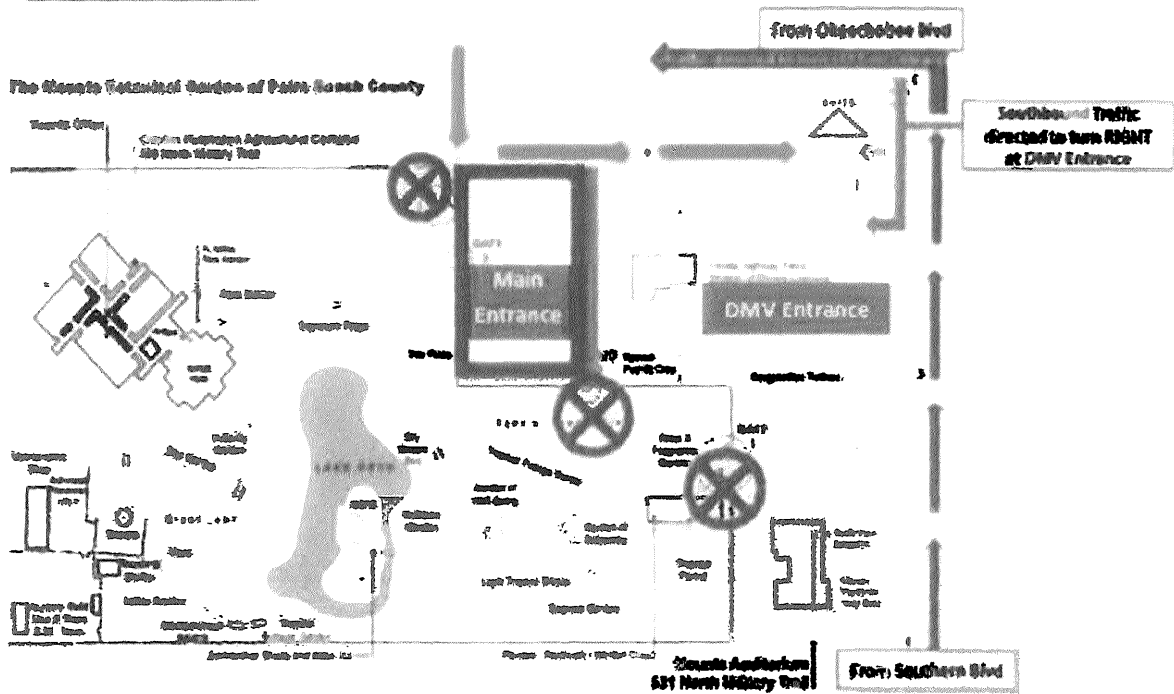
Garden of Lights — Parking Areas



The Mounts Botanical Garden of Palm Beach County



Vehicular Traffic Flow



Emergency Management

Defining an Emergency

Emergency situations include an incident in or around the Botanical Garden for which there is an imminent serious threat to life, limb, property, or environment. The County's Event/Incident Report form will be utilized as the main source of documentation.

Non-critical events are situations that occur in the Garden that need attention, but do not require immediate attention by professionals (e.g., fire department, ambulance, facility services department). These are typically addressed by an MBG employee and documented for their supervisor and/or department head.

Critical events require immediate attention by professionals. These may include a severely injured person, active shooter, fire, etc.

Critical emergencies involve situations in which an individual:

- Engages in Immediate life threatening behavior
- Poses a threat to self or others

General Steps to Follow in an Emergency

1. Call 911 if necessary (strongly encouraged).
2. A designated staff member will be stationed at the intersection of MILITARY TRAIL AND GOLF STREET to direct Emergency Medical Services to the location of the incident (front or back of the Garden)
 - a. Designated event staff member will meet EMS/Fire Station (#31) and conduct a walkthrough of the Garden specifying the street at which EMS will turn into for events staff to further direct them to the location of the incident.
3. Make a complete assessment of the situation immediately.
4. Collect facts and take accurate notes that include:
 - a. Who is involved? Get a detailed description.
 - b. What has happened or what do you suspect will happen? What action or steps have you or other staff members taken thus far?
 - c. What were the precipitating events?
 - d. Were there any other witnesses?
5. Communicate information to lead staff member or supervisor.
6. Submit proper documentation or incident to supervisor, including witness statements.

All GOL event staff/volunteers are encouraged to contact MBG staff and/or emergency personnel when they are in need of emergency assistance.

- Medical emergency
- Fight
- Dangerous weapons (when a suspicious or direct knowledge exist)
- Destruction/Tampering with art in the garden

- Fire
- Lost child

Emergency notifications may include, but are not limited to:

- Imminent violent threats
- Fire alarms
- Violent criminal behavior
- Natural Disasters
- Explosions

In the event that it becomes necessary to provide a campus-wide alert of a significant emergency or dangerous situation that may pose an immediate threat to the safety of staff and visitors, an Emergency Response Protocol is provided.

Procedures

Mobile Phones & Defibrillators

Communication

- Members of MBG office staff and horticulture team will always maintain mobile phone contact with the Garden, Admission Tent, and Garden Shop. Additionally, County staff will utilize the radios belonging to Cooperative Extension.

Location of Defibrillators

- Hutcheson Center Exhibit Hall (across from the Ladies Restroom)
- Mounts Building Auditorium

Health & Safety

Minor Incident

- If a minor incident occurs, the staff/volunteer will temporarily stop and clear the area of occurrence and will contact their supervisor or MBG staff member to inform them of the incident. An MBG staff member will follow up with the initial report.

Major Incident

- If a major incident occurs, a staff member/volunteer will go to the nearest phone and call 911 first, and then radio other staff members to inform them of the emergency situation.
- MBG staff will direct the incoming ambulance to the location.
- Other events' staff will immediately contain the area and manage the crowd.
- Should an MBG Staff member suffer an injury or is involved in an incident, *GOL* Lead Staff members are responsible for checking with the ambulance attendant to confirm whether first aid was administered.

-
- **The decision to close or evacuate a building/Garden area/entrance tent due to safety concerns resides with the Curator-Director, Horticulture Supervisor, or Lead *GOL* staff.**
- **Fire extinguishers are located in all open buildings on site.**

Severe Weather

Should there be a forecast for severe weather (severe thunderstorms, high winds or tornadoes), *Garden of Lights* events staff will follow Palm Beach County's Severe Weather Safety Procedures.

- **Safe buildings in tornado warning are: Mounts Building Auditorium and Hutcheson Center Exhibit Halls.**
- **If safe locations are within immediate reach – go to the center of any building, sit down on the floor and cover head, and stay away from windows.**

Dealing with Violent and/or Threatening Situations

- **Parking attendants and Gate Staff will monitor all incoming and outgoing traffic.**
- **If an event staff/volunteer notices that there is someone acting suspiciously or inappropriately, regardless of whether he/she has a ticket, one of the gate staff/volunteers should immediately contact the designated County and/or Friends employee.**
- **Should the situation become volatile before a Garden Staff Member arrives, the staff/volunteer should calmly remove themselves from the individual/situation, walk away, and/or call 911.**

Code Yellow: Missing Child Procedures

Once a staff member is notified that there is a missing child, the following procedures should be followed:

- 1. Notify other staff members and PBSO**
- 2. Go directly to the Garden Office with the individual who has reported the missing child.**
- 3. A Garden Staff Member will quickly and calmly gather and document necessary information (e.g., height, hair color, age, weight, clothing, etc.)**
- 4. The Garden Staff Member will notify all staff members there is a "Code Yellow" and supply them with the full description of the situation.**
- 5. All gates are to be closed immediately for Lock Down procedures (see below).**
- 6. Search of the garden grounds and buildings commence.**
- 7. During the time of search, the Parking Lot staff and gate staff will close, but not lock the gates, monitor all traffic, writing down license plates and descriptions of vehicles or persons when they leave.**
- 8. After 10 minutes of searching, and the missing child has not been located, the reporting individual will be contacted by mobile phone.**
- 9. Delegated staff and all volunteers should search their immediate area.**
- 10. After 25 minutes, the police will be called – this is a 911 call made by a Garden Staff Member.**

11. If at any point in time the child has been located, staff members will be notified via mobile phone.
12. Proper follow up procedures (i.e. any first aid required) will be followed and garden visits will resume to normal levels of activity.

Lock Down Procedures

After a Code Yellow has been announced and the missing child has not been located, the Garden will go into Lock Down. The following procedures will happen simultaneously after the lock down has been declared:

1. All gates will be closed due to site emergency – Code Yellow.
2. Parking attendants will lock “DMV” Gates and monitor their areas, including outgoing cars by documenting license plate information and/or physical descriptions of individuals leaving the Garden.
 - a. If a visitor attempts to walk off site, admission staff will ask them to please wait until the lock down has been lifted. If they refuse, the monitor is to ask them their name and document that information and their description. If they have a child with them, they will be requested to wait and County staff will speak with them. Should they refuse it is important to get as much information and description about them as possible.
3. Remain in Lock Down until the child has been found or until further instruction is provided.

GOL Event Budget

The proposed event budget is presented below. Net revenue resulting from the event will be tracked and audited by the Friends' fiscal specialist. A report of expenses, revenue, and revenue distribution within the Friends operational budget will be provided to the Cooperative Extension Service and Facilities at the conclusion of *GOL*.

	<u>2021 Costs</u>	<u>2019</u>
Cost of Exhibit (all inclusive)	65,000.00	63,500.00
Marketing/Advertising	6,000.00	7,500.00
Event Staffing	44,000.00	55,000.00
Installation (Garden Horticultural Staff)	2,000.00	1,500.00
Misc (Fuel, CC \$1500, CPA \$1,500)	6,000.00	6,000.00
Total Cost	123,000.00	133,500.00
	Revenue	
Sponsorship of Exhibit	40,000.00	40,000.00
Admissions	135,999.00	110,500.00
Total Revenue	175,999.00	150,500.00
Net Profit [3]	52,999.00	17,000.00