

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: October 17, 2023 **Consent** **Regular**
 Ordinance **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

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

- A) Standard License Agreement for Use of County-Owned Property (Judicial Center Surface Parking Garage) for July 1, 2023, with West Palm Beach Community Redevelopment Agency for parking, without a license fee, but includes an operational fee for staffing and custodial charges of \$337.50; and
- B) Standard License Agreement for Use of County-Owned Property (North County Senior Center) for the period of July 21, 2023 through July 20, 2024, with Fitness 4 Older Adults, LLC, for fitness classes without a license or operational fee.

Summary: In accordance with County PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. The attached standard agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator or designee, who in this case was the Director of the Facilities Development and Operations Department. The Standard License Agreements were approved in accordance with R2010-0333, as amended and approved by the Board on October 1, 2013. The Agreement with West Palm Beach Community Redevelopment Agency did not have a license fee, but had an operational fee for staffing and custodial charges of \$337.50. The Agreement with Fitness 4 Older Adults, LLC did not have a license fee, and it did not have an operational fee, as no staff or custodial fees were incurred. The executed documents are now being submitted to the Board to receive and file. **(FDO Admin) Countywide (YBH)**

Background and 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 the submission of an application for use, and after the determination of whether a license fee should be charged for the use. There is no license fee if the applicant demonstrates that (i) the activity is for the purpose of promoting community interest and welfare and (ii) the applicant will not realize a profit based on the use.

Attachments:

- 1. Standard License Agreement for Use of County-Owned Property - West Palm Beach Community Redevelopment Agency
- 2. Standard License Agreement for Use of County-Owned Property - Fitness 4 Older Adults, LLC

Recommended By: YBH *Yvonne C. Ayala-Lopez* 9/15/23
ybh Department Director Date

Approved By: *W. Baker* 10/3/23
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$338)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$338)	0.00	0.00	0.00	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No:

Fund 0001 Dept 410 Unit 4240 Revenue Source 6999

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

The Agreement with West Palm Beach Community Redevelopment Agency had an operational fee of \$337.50.

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 9/18/2023
 OFMB QA 9/18/2023

[Signature] 9/27/23
 Contract Development and Control 9/27/23

B. Legal Sufficiency:

[Signature] 10/3/2023
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

WPB Community Redevelopment Agency/License Agreement

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

This License Agreement made and entered into 6/30/2023 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and West Palm Beach, Community Redevelopment Agency, 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.

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**

No License Fee is assessed for the Application. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.

4. **Termination**

The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

5. **Waste or Nuisance**

Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

6. **Governmental Regulations**

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Licensee warrants and represents that throughout the term of

the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

8. **Surrender of Premises**

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

9. **Maintenance and Repair**

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

10. **Indemnification of County**

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. **Insurance**

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

If Licensee is not self-insured, Licensee shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Licensee purchase excess liability coverage, Licensee agrees to include County as an Additional Insured.

The Licensee agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

WPB Community Redevelopment Agency/License Agreement

Should Licensee contract with a third-party (Contractor) to perform any service related to the License, Licensee shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Licensee and County as Additional Insureds. Licensee shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Licensee shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Licensee of its liability and obligations under this Agreement.

12. **Utilities**

The County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises unless the responsibility for utilities is listed by the County as a special condition of use on the Application. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

13. **Rules of Premises**

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

14. **Subcontracting**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

15. **Entire Agreement**

This License Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee. All representations, either oral or written, shall be deemed to be merged 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.

WPB Community Redevelopment Agency/License Agreement

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:

West Palm Beach, Community Redevelopment Agency
Attn: Executive Director
401 Clematis Street, 2nd FL
West Palm Beach, FL 33401

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

17. **Severability**

If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. **WAIVER OF JURY TRIAL**

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

19. **Governing Law and Venue**

This License Agreement shall be governed by 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 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.

WPB Community Redevelopment Agency/License Agreement

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.

Remainder of this page left intentionally blank

WPB Community Redevelopment Agency/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:

By: [Signature]
Shaquita Edwards, City Clerk
Jacqueline H. Hoban Deputy
CRA Counsel's Office
Approved as to form and legality
By: [Signature]

LICENSEE:

By: [Signature]
Signature
Shalonda Warren, Commission President
Printed Name and Title

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

By: [Signature]
Director, Facilities Development & Operations
FDL

APPROVED AS TO LEGAL
SUFFICIENCY

By: ybh /s/Yelizaveta B. Herman
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

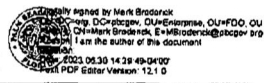
By: M.B. Mark Broderick
Business & Community Agreements Manager


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)
PRC/Facilities Lic/Parking @wpbcgov.org
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Director
Telephone: 561-233-0220 / Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use, and fees for the Use as defined herein. Any fees are due prior to the Use.

1. USER/APPLICANT

Name of Applicant: West Palm Beach Community Redevelopment Agency
Name of Organization/Licensee: WEST PALM BEACH CRA
Address: 401 CLEMENS ST. 2ND FLOOR
City: WEST PALM BEACH State: FL Zip: 33401
Phone: 561-822 Email: CHOUW@WPB.CRA
Name of the Authorized Representative: CHRIS ROOK, EXECUTIVE DIR.
Type of Entity: Public Agency Non-Profit (Specify) Gov.

2. REQUESTED PROPERTY

Name of Property: COUNTY SURFACE LOT - JUDICIAL
(Please include room or area requested)
Address: BANYAN BLVD, 505 BANYAN BLVD CENTRAL
City: WEST PALM BEACH State: FL Zip: 33401

3. NATURE OF USE: (Please check one)

Training Educational Recreational Meeting
 Non-profit Event Other FUTURE PARKING

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: NA
Detailed description of the nature and purpose of use (attach additional sheets as necessary):

4. FOOD AND BEVERAGE

Use includes food and/or beverage? Yes No
Use includes the sale, use or consumption of alcohol? Yes No
Note: A custodial fee may be imposed if the Use involves food and/or beverages.

5. DATE AND TIME OF USE

Date(s) of Use: JULY 1ST
Time(s) of Use: 3 AM/PM - 11 AM/PM

6. EQUIPMENT

Amount of Equipment Requested: NA Tables NA Chairs
All equipment contained or used within the Facility is subject to approval by the Department.

7. ADDITIONAL USERS

Organization(s)/individual(s) participating in use, if other than Applicant (attach additional pages to list more organization(s)/individual(s)):

Name: NA
Address: _____
City: _____ State: _____ Zip: _____
Phone: () - _____ Email: _____
Contact Person: _____
Type of Entity: Public Agency Non-Profit Other (Specify) _____

8. VENDORS

List all vendors of the Event: NA

9. ADVERTISING

Will the event be advertised to the Public? Yes No
If yes, by what means?: Radio TV Other _____

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

1. FEES AND ADDITIONAL CHARGES

License Fees \$ _____
 Custodial Fees \$ _____
 Service Costs \$ 337.50
 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.

Chris [Signature] Date: 6-15-2023
Signature of Authorized Representative

CITRIC ROYCE, EXECUTIVE DIRECTOR
Printed Name and Title of Authorized Representative
WIB CRA

APPROVED BY: [Signature] Date: 6/30/23
Director, Facilities Development & Operations Department

FDM

OTHER DEPARTMENTAL REVIEW (If necessary):

Signature of Director of Department Date: _____

EXHIBIT "A-1"
Special Conditions of Use

1. The Judicial Center Parking - Surface Lot ("Premises") shall be used solely and exclusively for parking of vehicles. No other use is permitted. All additional parking facilities will remain closed during the event.
2. County parking staff shall be onsite to open and close the Premises at the requested times. Licensee shall pay a fee of \$337.50 in operational costs for staffing and custodial charges. Payment is due prior to the start of the event.
3. The entrance and exit gates on Banyan Blvd. and Rosemary Ave. will remain open for the duration of the event. At the end of the event, the gates will be locked by County parking staff. Any vehicle remaining in the lot after the gate is locked will not be able to be accessed until the next business day. Vehicles not removed before the gate is locked may also be subject to being ticketed, booted or towed.
4. Licensee shall not charge any fees for parking on the Premises.
5. Licensee shall make arrangements with the City of West Palm Beach Police Department to patrol the Premises and provide traffic control during the event.
6. Licensee is solely responsible for vehicle safekeeping and the securing of all vehicles parked on the Premises until all of the parked vehicles for the event are removed from the Premises, and for the safety and security of anyone utilizing the Premises. Licensee is solely responsible for all costs, claims, demands or actions arising from vehicles that are locked in overnight, including but not limited to, towing costs, damage, destruction or theft and any damage, destruction or vandalism to the Premises.
7. During Licensee's use, County is not responsible for the safety and security of anyone utilizing the Premises, or of the vehicles parked on the Premises.
8. County shall perform any repair and/or clean up required after Licensee's use and shall invoice Licensee for the cost of same. All payments for such costs are due within thirty (30) days of the invoice date.
9. Licensee shall not post signs, banners, posters or any other displays on the Premises without the approval of the County Representative.
10. Prior to placing any signage in or on the Premises, Licensee shall coordinate an on-site visit with the County's Representative as identified below. Licensee shall comply with any additional conditions which result from such on-site visit. Licensee shall be responsible for the placement and removal of all signage.
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. Licensee shall not employ alternative electrical power sources at the Premises.
14. Licensee shall not employ noise amplification devices unless approved by County.
15. All accidents or incidents occurring at the Premises shall be immediately reported by the Licensee to on-duty County parking garage staff.
16. **Contact Information**

The parties hereby designate the following individuals, with the following contact information, as the representatives of each party for the administration of the License Agreement:

County Representative:

William Dart: office (561) 355-3235; cell (561) 909-5935

Licensee Representative:

Christopher Roog: (561) 822-1484

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



INVOICE

June 23, 2023

Facilities Development &
Operations Department

2633 Vista Parkway
West Palm Beach, FL 33411

Telephone - (561) 233-0200
www.pbcgov.com/fdo

**Palm Beach County
Board of County
Commissioners**

Gregg K. Weiss, Mayor

Maria Sachs, Vice Mayor

Maria G. Marino

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

TO: West Palm Beach CRA

RE: Use of Judicial Center Parking Lot for 7/1/23 Event

Operational Costs including parking staff	\$337.50
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Total Amount Due:	\$337.50
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Payment is due within five (5) days.

Please make check payable to:

Board of County Commissioners - Palm Beach County

Please send check to:

Facilities Development & Operations
c/o Contract Analyst
2633 Vista Parkway
West Palm Beach, FL 33411

*"An Equal Opportunity
Affirmative Action Employer"*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 9155 South Dadeland Boulevard Suite 1112 Miami FL 33156	CONTACT NAME: Mirian Vandama PHONE (A/C, No., Ext): 305-639-3138 FAX (A/C, No.): 305-592-4049 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED City of West Palm Beach 401 Clematis Street West Palm Beach FL 33401	INSURER A: Safety National Casualty Corporation 15105	
	INSURER B: National Union Fire Insurance Company of Pittsburg 19445	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 891224117 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		XPR4068135	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			XPR4068135	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			GNUPF000627703	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	SP4066335	3/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 8,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Public Officials/Employment Practices Liability			XPR4068135	3/1/2023	3/1/2024	Each Claim Aggregate \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of West Palm Beach does not waive any rights under F.S.768.28

Excess
Public Officials & Employee Practices Liability #XPR4068135 \$2,000,000 excess \$2,000,000

RE: Judicial Center Surface
Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents is an additional insured. Additional insured status is provided only to the extent permitted under FS768.28 and shall not extend coverage to the City of Boynton Beach for their negligence.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o FDO 2633 Vista Parkway West Palm Beach FL 33411-5603	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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MEMO



To: Shalonda Warren, Commission President
From: Nancy D. Urcheck, Deputy City Attorney *NDU*
Date: June 28, 2023
Matter No: 31046
Dept. 124 CRA
Re: Palm Beach County; PBC; License Use Judicial Parking Lot

Received
City of West Palm Beach
Mayor's Office

JUN 28 2023

401 Clematis Street
West Palm Beach FL 33401

Transmitted herewith is a license agreement to allow the CRA to use the County's judicial parking lot for a CRA event this weekend. The license agreement has been reviewed and approved for legal sufficiency.

The Commission President is authorized to execute these documents in accordance with:

City Charter Sec. 3.01 and City Code Sec. 2-31(7) provides that the Mayor shall execute all instruments to which the City is a party; Sec 2-31(7) further provides that in the absence of the Mayor, the President of the Commission may execute instruments.

Kindly forward the documents, along with this memo, to the City Clerk's Office.

To: Office of the City Clerk

RECEIVED

Please take the actions indicated below with respect to these documents:

Attest to the execution of the Agreement by the Mayor.

JUN 29 2023

Please forward the agreement to:

Ana Maria Aponte, CRA

CITY OF WEST PALM BEACH
OFFICE OF THE CITY CLERK

To: Ana Maria Aponte, CRA

Please obtain the County's signature on the License Agreement and provide a copy of the fully-executed agreement to the City Attorney's Office. Thank you.

ndu

License Agreement/Senior Center

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

This License Agreement made and entered into 7/19/2023, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Fitness 4 Older Adults, LLC, 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.

2. **Length of Term and Commencement Date**

This License Agreement shall commence upon execution by both parties (the "Commencement Date"). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, one year from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. **License Fee**

No License Fee is assessed as the activity is to promote community interest and welfare and the Licensee will not realize a profit from the activity. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.

4. **Termination**

The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

5. **Waste or Nuisance**

Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

6. **Governmental Regulations**

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Licensee warrants and represents that throughout the term of

the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

8. Surrender of Premises

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

9. Maintenance and Repair

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

10. Indemnification of County

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. Insurance

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis.

License Agreement/Senior Center

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 Business Operations Division, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603".

Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this License Agreement. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Licensee's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Licensee shall look solely to any insurance in its favor without making any claim against the County, and the Licensee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the County.

12. **Utilities**

The County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises unless the responsibility for utilities is listed by the County as a special condition of use on the Application. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

13. **Rules of Premises**

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

14. **Subcontracting**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

15. **Entire Agreement**

This License Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between

License Agreement/Senior Center

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:

Fitness 4 Older Adults, LLC,
c/o Wanda I. Serbia
13182 La Lique Ct
Palm Beach Gardens, FL 33410

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

17. **Severability**

If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. **WAIVER OF JURY TRIAL**

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

19. **Governing Law and Venue**

This License Agreement shall be governed by 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**

License Agreement/Senior Center

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 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 the E-Verify System 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.

Remainder of this page left intentionally blank

License Agreement/Senior Center


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

WITNESS:

By: 
Signature

WILFRED Belisk JR.
Printed Name

LICENSEE:

By: 
Signature

Wanda I Villegas Serbia' / Senior Fitness Specialist
Printed Name and Title

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

By: 
Director, Facilities Development & Operations

**APPROVED AS TO LEGAL
SUFFICIENCY**

By: ybh /s/Yelizaveta B. Herman
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: Mark Broderick
Mark Broderick, Division Director II

Exhibit "A"

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

**APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY**

This application may be used to apply for a License to use County owned property. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Facilities Development & Operations Department (FDO)
PBCFacilityUsePermit@pbcgov.org
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Director
Telephone: 561-233-0220 / Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use, and fees for the Use as defined herein. Any fees are due prior to the Use.

1. USER/APPLICANT

Name of Applicant: Wanda I. Serbia
Name of
Organization/Licensee: Fitness 4 Older Adults, LLC
Address: 13182 La Lique Ct
City: Palm Beach Gardens State: Florida Zip: 33410
Phone: (561) 339 - 5213 Email: b2fitness.wanda@gmail.com
Name of the Authorized Representative : Wanda I. Serbia
Type of Entity: Public Agency Non-Profit Other (Specify) Sole

2. REQUESTED PROPERTY

Name of Property: North County Senior Center
(Please include room or area requested)
Address: 5217 Northlake Blvd
City: Palm Beach Gardens State: Florida Zip: 33418

3. NATURE OF USE: (Please check one)

Training Educational Recreational Meeting
 Non-profit Event Other Senior Fitness Class

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: \$3.00

Detailed description of the nature and purpose of use (attach additional sheets as necessary):
45 Minute fitness Class to include cardio, senior stretch (chair) circuit, Strength and balance, Zumba, gold, dance.

4. FOOD AND BEVERAGE

Use includes food and/or beverage? Yes No

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

Note: A custodial fee may be imposed if the Use involves food and/or beverages.

5. DATE AND TIME OF USE

Date(s) of Use: Monday Wednesday Thursday Friday

Time(s) of Use: 11:00 AM/PM - 12:00 AM/PM

6. EQUIPMENT

Amount of Equipment Requested: N/A Tables 26 Chairs

All equipment contained or used within the Facility is subject to approval by the Department.

7. ADDITIONAL USERS

Organization(s)/individual(s) participating in use, if other than Applicant (attach additional pages to list more organization(s)/individual(s)):

Name: N/A

Address: _____

City: _____ State: _____ Zip: _____

Phone: () - _____ Email: _____

Contact Person: _____

Type of Entity: Public Agency Non-Profit Other
(Specify) _____

8. VENDORS

List all vendors of the Event: N/A

9. ADVERTISING

Will the event be advertised to the Public? Yes No

If yes, by what means?: Radio TV Other PBC Web & News Letter

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

1. FEES AND ADDITIONAL CHARGES

<input checked="" type="checkbox"/>	License Fees	\$ <u>Waived</u>
<input type="checkbox"/>	Custodial Fees	\$ _____
<input type="checkbox"/>	Service Costs	\$ _____
<input type="checkbox"/>	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.

Wanda I. Tallahas Sorbia
Signature of Authorized Representative

Date: June 05 2023

Wanda I Tallahas Sorbia - Instructor / Director
Printed Name and Title of Authorized Representative

APPROVED BY:

Isami Ayala-Collazo
Director, Facilities Development & Operations Department

Date: _____

OTHER DEPARTMENTAL REVIEW (If necessary):

James E. [Signature]
Signature of Director of Department

Date: _____

AS

EXHIBIT "A-1"

Special Conditions of Use re Standard License Agreement For Commercial Activity

1. In the event there is an emergency, dial 911 and then follow-up by contacting one of the following on-site Senior Center Staff Members: (i) Wilfred Belisle, North County Senior Center Manager; or (ii) Amy Blackman, Supervisor of Senior Center Buildings.

In the event that there is an accident or incident that occurs at the Facility that does not warrant a call to 911, then such accident or injury shall be immediately reported by the User to one of the following on-site Senior Center Staff Members: (i) Wilfred Belisle, North County Senior Center Manager; or (ii) Amy Blackman, Supervisor of Senior Center Buildings.

In the event a County Staff member is not available, such emergency, accident or injury shall be immediately reported by the User to the Division of Facilities Management North County Region at 561-776-2051 or if after 5:00 p.m. or on the weekends to the County's Division of Emergency Management 24-Hour Communications Center at 561-712-6428.

2. Estimated number of participants including staff/volunteers: 25.

3. Class schedule:

Mondays:	11:00 am – 12:00 pm
Wednesdays:	11:00 am – 12:00 pm
Thursdays:	11:00 am – 12:00 pm
Fridays:	11:00 am – 12:00 pm

4. Licensee shall ensure that prior to each Participant participating in a class that the Participant has executed the Senior Center's Waiver of Liability, Assumption of Risk and Indemnity Agreement form.
5. Licensee shall charge a participation fee of \$3.00 per class to participants who do not have Medicare coverage for fitness classes (Silver Sneakers). Silver Sneakers pays Licensee between \$1.90 and \$2.00 (depending on number of class participants) for each enrolled class member that has Silver Sneakers coverage. Thus, Licensee does not charge a participation fee to Silver Sneakers members.
6. Commencement of use of the Premises indicates acceptance, by the Licensee, of the Special Conditions of Use set forth herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne Indiana 46804	CONTACT NAME: MM - Zumba Instructor		
	PHONE (A/C, No, Ext): 1-800-506-4856	FAX (A/C, No): 1-260-459-5502	
	E-MAIL ADDRESS: info@fitnessinsurance-kk.com		
	PRODUCER CUSTOMER ID:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED Wanda Ivelisse Villegas Serbia DBA: Fitness 4 Older Adults, LLC 13182 La Lique Ct Palm Beach Gardens, FL 33410 A Member of the Sports, Leisure & Entertainment RPG	INSURER A:	Markel Insurance Company	38970
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: W02488801 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		M1RPG0000000132500	06/22/2023 12:01 AM EDT	06/22/2025 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one p. tion) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE per year \$5,000,000 PRODUCTS - COM/OP AGG per year \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 BODILY INJURY TO PARTICIPANTS \$1,000,000 COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PRIMARY MEDICAL EXCESS MEDICAL
	<input type="checkbox"/> MEDICAL PAYMENTS FOR PARTICIPANTS						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certified Instructor of: Aerobics, Aquatic exercise, Children's fitness programs, Dance, Exercise, Personal training, Pilates, Spinning, Strength, Tai chi, Yoga, ZUMBA®
 Sexual Abuse or Sexual Molestation Liability - \$100,000 each occurrence (included above)/\$300,000 aggregate (included above)
 The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER Palm Beach County Commissioner 2633 Vista Parkway West Palm Beach, FL 33411 (Owner/Lessor of Premises)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Scott Paulson</i>
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Coverage is only extended to U.S. events and activities.
 ** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Palm Beach County Commissioner 2633 Vista Parkway West Palm Beach, FL 33411
Named Insured: Wanda Ivelisse Villegas Serbia DBA: Fitness 4 Older Adults, LLC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

STATEMENT OF EXEMPTION FROM WORKER'S COMPENSATION REQUIREMENT

TO: Palm Beach County Board of County Commissioners
Department of Facilities Development & Operations
Attn: Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411

This will affirm that:

1. We do not employ more than three persons (including Corporate Officers, if any).
2. We do not carry Florida Workers Compensation insurance.
3. Any persons that we may engage to work will have legal status as independent contractors, and not employees.
4. All such independent contractors have been advised that they are not covered for Workers Compensation insurance, and would be responsible for carrying their own such coverage if they desire.
5. If we should fall under Florida's requirement for carrying Workers Compensation insurance, we shall immediately obtain such coverage and provide evidence of it to you.

Accordingly, we hereby apply for exemption from Palm Beach County's requirement for carrying Workers Compensation insurance.

WANDA I VILLEGAS SERBIA

(Please Print Name)



Signature/Title

7/19/2023

Date

Fitness 4 Older Adults, LLC

Company Name

13182 La Lique Ct Palm Beach Gardens, Florida 33410

Company Street Address/City/State/Zip Code