



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	=====	=====	=====	=====	=====
# 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

Does this item include the use of state funds? Yes \_\_\_\_\_ No X

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

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

This item has no fiscal impact.

Fixed Asset Number N/A

**C. Departmental Fiscal Review:** [Signature]

**III. REVIEW COMMENTS**

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

[Signature] 11/1/23  
 OFMB 10/31/23  
[Signature] 11/6/23  
 Contract Development and Control

**B. Legal Sufficiency:**

[Signature] 11/7/23  
 Assistant County Attorney

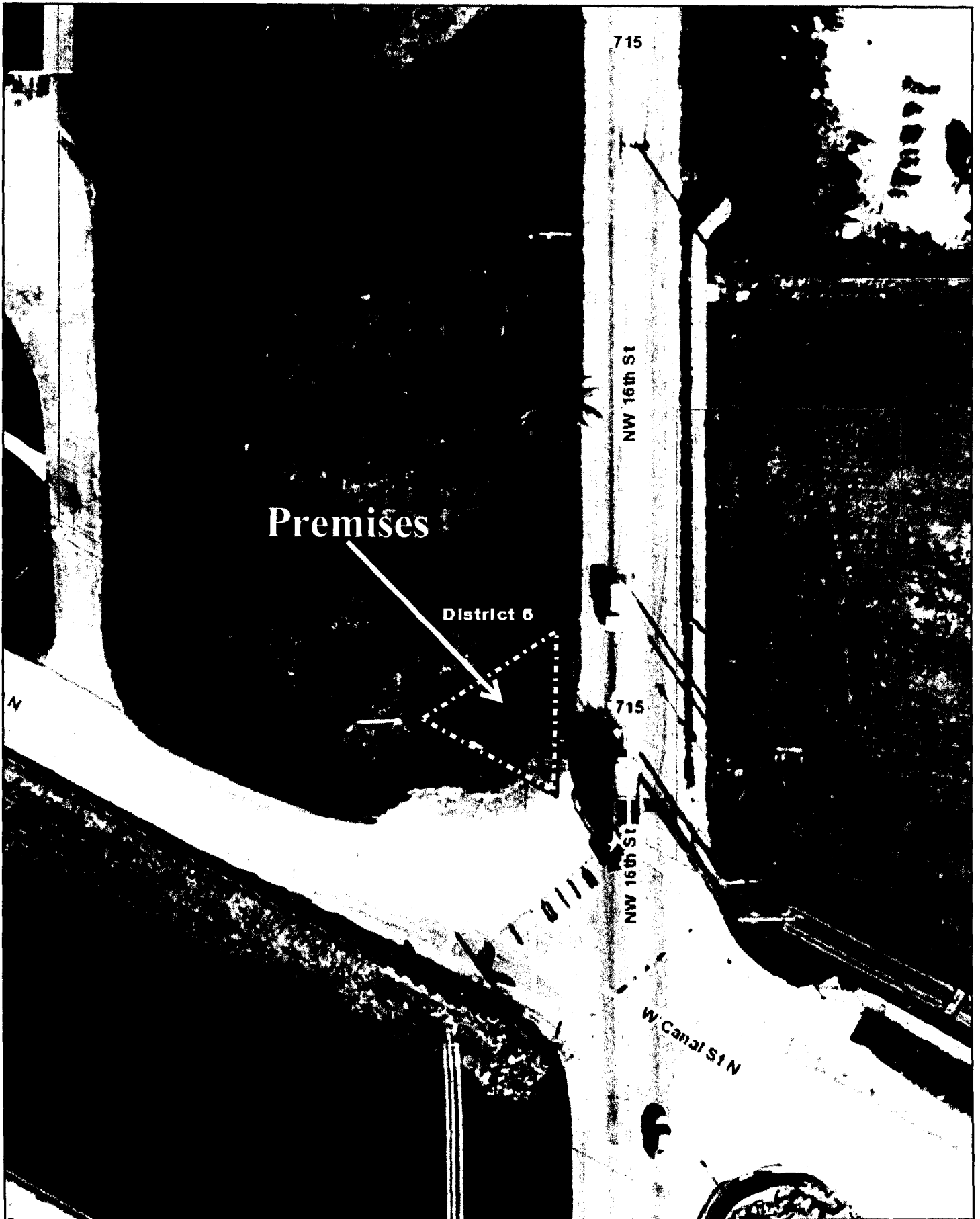
**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

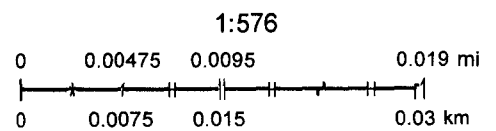
**This summary is not to be used as a basis for payment.**

# LOCATION MAP

00-36-43-36-00-019-1180



October 26, 2023



ATTACHMENT #1

Attachment #2  
License Agreement (1 @ 10 pages)

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

This License Agreement made and entered into September 11, 2023, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and **CITY OF BELLE GLADE**, a municipal corporation of the State of Florida hereinafter referred to as "City".

**WITNESSETH:**

**WHEREAS**, County is the owner of certain real property and/or improvements located at 1601 W Canal Street North, Belle Glade, Florida in Palm Beach County as depicted on **Exhibit "A"**, attached hereto, and made a part hereof ("Property"); and

**WHEREAS**, City has installed a sign on a portion of the Property identified on **Exhibit "B"** attached hereto and made a part hereof ("Premises"); and

**WHEREAS**, City desires and County is willing to grant City a revocable license to the Premises in accordance with the terms and obligations set forth herein.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth on the part of the City to be observed and performed, the County hereby grants the City a license to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

**1. Premises**

The City accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the City's use and City hereby accepts all risk relating to the use of the Premises. City shall use the Premises solely and exclusively to maintain, repair, replace or remove the sign that has been installed to advertise and direct the public to Torry Island Campground ("Permitted Use"). City shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever. City shall make no improvements, alterations or additions to the Premises except as provided herein.

City 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, City shall remove its signage until the County notifies the City that it is safe to re-erect the sign.

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

This License Agreement shall commence upon execution by both parties ("the Commencement Date"). The initial term of this License Agreement shall continue until ninety (90) days from the Commencement Date. Within this 90-day period, the County Facilities Development and Operations Department shall request and recommend to the Board of County Commissioners approval of an extension of the term of this License Agreement. Action by the Board of County Commissioners is at its sole and absolute discretion.

3. **License Fee**  
No License Fee is assessed for the License Agreement. City may be required to pay charges for set-up, installation, removal of the signage, and any costs incurred to restore Premises to original conditions prior to installing the sign.
4. **Termination**  
The County may terminate this License Agreement at any time upon sixty (60) days' written notice to the City. Upon City's receipt of written notice from the County, this License Agreement shall terminate sixty (60) days thereafter and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. City may terminate this License Agreement upon sixty (60) days written notice to the County. Notwithstanding such termination, City 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**  
City 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. City shall keep the Premises free and clear of obstruction and debris.
6. **Governmental Regulations**  
City shall, at City'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 City 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 City's use of the Premises. City shall not store or dispose any hazardous materials including, but not limited to, any petroleum products, used, or produced in City's activity, on the Premises or in any manner not permitted by law. City 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 City's failure to perform its obligations specified in this Section. City's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.
7. **Cooperation**  
While the City has the primary obligation to seek all approvals, the County shall reasonably cooperate to the extent reasonably requested by City. Nothing herein shall prevent the County from requesting clarification or additional information with respect to any such approvals.
8. **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 City 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.

9. **Surrender of Premises**

Upon termination of the Permitted Use of the Premises by the City, City, at its sole cost and expense, shall remove its sign and all 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 commencement of use, except as may otherwise be permitted by County in writing.

10. **Maintenance and Repair**

County shall not be obligated or required to make or conduct any maintenance or repairs to the Premises. City shall keep and maintain all portions of the Premises, and all alterations or improvements currently existing or constructed hereinafter on or about the Premises, in good condition and repair, at City's sole cost and expense.

11. **Indemnification of County**

To the extent permitted by law, City 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 City of the Premises or any part thereof; or any act, error or omission of City, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against City or by City against any third party, then City 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.

12. **Insurance**

City acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that City is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

In the event that City maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, City shall maintain said insurance policy at limits of \$1,000,000 per person or \$2,000,000 per occurrence. City 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.

City shall maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440 Florida Statutes.

If requested, City shall provide a statement or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status which the County agrees to recognize as acceptable for the above-mentioned coverages.

Compliance with the foregoing insurance requirements shall not relieve City of its liability and obligations under this License Agreement.

City's self-insurance or general liability insurance shall be primary with respect to any coverage afforded to or maintained by the County.

13. **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, if any. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

14. **Sublicensing**

The City may not sublicense or assign any rights, responsibilities, or obligations to this License Agreement without prior written consent of the County, which the County may grant at its sole and absolute discretion.

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 City. 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 City 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:

Property and Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, FL 33411  
Telephone: (561) 233-0217  
Fax: (561) 233-0210

with a copy to:

Palm Beach County Attorney's Office  
Attn: Real Estate  
301 North Olive Avenue



West Palm Beach, FL 33401  
Fax: (561) 355-6461

(b) If to the City at:

City of Belle Glade  
Attention: City Manager  
110 Dr. M.L.K. Jr. Blvd W  
Belle Glade, FL 33430

with a copy to:

Torcivia, Donlon, Goddeau & Rubin, P.A.  
Northpoint Corporate Center  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407  
Fax: (561) 686-8764

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. **Enforcement Costs**

If any legal action or other proceeding is brought for the enforcement of this License Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this License Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

20. **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 state court of competent jurisdiction located in Palm Beach County, Florida.

21. **Recording**

City 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 default hereunder and shall result in immediate termination of this License Agreement.

22. **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.

23. **Palm Beach County Office of the Inspector General**

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present, and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

24. **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 City.


**Remainder of this page left intentionally blank**

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

City:

ATTEST:

CITY OF BELLE GLADE, a  
municipal corporation of the State of Florida

By:   
City Clerk

By:   
Mayor

(City Seal)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

  
City Attorney

Signed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

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

By: *Emil C. Ayel Kelly*  
Director, Facilities Development & Operations

**APPROVED AS TO LEGAL  
SUFFICIENCY**

Howard J.  
By: Falcon III  
County Attorney

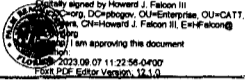


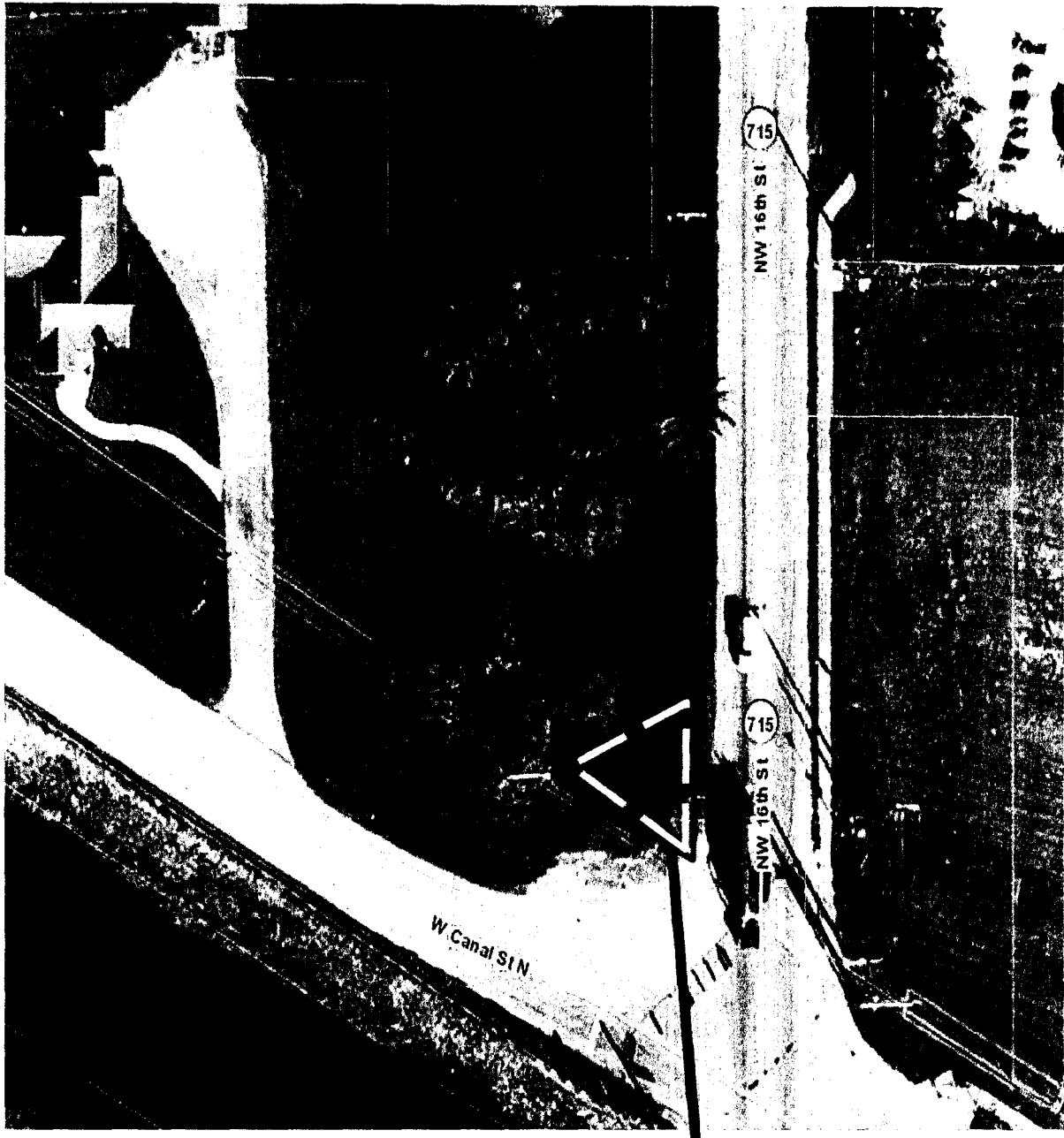
Exhibit "A"  
Property



00-36-43-36-00-019-1180



EXHIBIT "B"  
PREMISES



Premises outlined in yellow

Attachment #3  
First Amendment to License Agreement (2 @ 3 pages)

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**FIRST AMENDMENT TO LICENSE AGREEMENT  
FOR USE OF COUNTY-OWNED PROPERTY**

This First Amendment to License Agreement made and entered into \_\_\_\_\_, 2023 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and **CITY OF BELLE GLADE**, a municipal corporation of the State of Florida hereinafter referred to as "City", collectively the "Parties".

**WITNESSETH:**

**WHEREAS**, on September 11, 2023 the County and City entered into a License Agreement ("Agreement") for a term of ninety (90) days for the use of County-owned property depicted in Exhibit "A," attached hereto and made a part hereof; and

**WHEREAS**, the Agreement was executed by the Director of Facilities Development and Operations on behalf of the County, pursuant to delegated authority to execute short term agreements under Palm Beach County PPM CW-L-023; and

**WHEREAS**, pursuant to the terms of the Agreement, the Parties desire to extend the term of the Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the License Agreement, as amended.
2. Paragraph 2 of the License Agreement is hereby deleted in its entirety and replaced with the following:

This License Agreement commenced upon its full execution by the Parties on September 11, 2023 ("the Commencement Date"). The Term of this Agreement shall continue for five (5) years from the Commencement Date and shall expire on September 11, 2028 unless terminated earlier in accordance with the terms of this License Agreement. Provided City is not then in default of this agreement at the expiration of the Term (or any extension thereof), this Agreement shall automatically be extended for five (5) renewals of one year each.

3. This First Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.
4. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect and the Parties hereby ratify, confirm and adopt the Agreement, as amended, in accordance with the terms thereof.




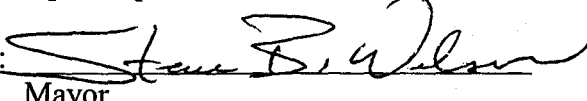
IN WITNESS WHEREOF, County and City have executed this First Amendment, or have caused the same to be executed as of the day and year first above written.

City:

ATTEST:

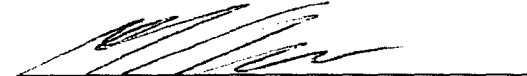
CITY OF BELLE GLADE, a  
municipal corporation of the State of Florida

By:   
City Clerk

By:   
Mayor

(City Seal)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

  
City Attorney

[SIGNATURES CONTINUE ON THE NEXT PAGE]

First Amendment to License Agreement by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, and **CITY OF BELLE GLADE**, a municipal corporation of the State of Florida.

**ATTEST:**

**JOSEPH ABRUZZO**  
**CLERK OF THE CIRCUIT COURT**  
**& COMPTROLLER**

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Department Director