

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 16, 2023

Consent

Regular

Ordinance

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

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

A) A Standard License Agreement for Use of County-Owned Property for the period of March 8, 2023 through March 7, 2026, with The AREC Repeater Group Inc., for continued placement of Communication Equipment (County Equipment Building located at WWTP, 5801 Ernest Street, Unit 2, WPB, FL); and

B) A Standard License Agreement for Use of County-Owned Property for the period of February 13, 2023 through February 12, 2026, with Foundcare, Inc., to park its mobile health vehicle at the Palm Beach County's Community Services Department North County Office Parking Lot (located at 1440 Martin Luther King Jr Blvd, Riviera Beach) and provide primary care services to residents.

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 Agreement was approved in accordance with R2010-0333, as amended and approved by the Board on October 1, 2013. These executed documents are now being submitted to the Board to receive and file. (FDO Admin) Countywide (YBH)

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.

Attachments:

1. Standard License Agreement for Use of County-Owned Property - The AREC Repeater Group Inc.,
2. Standard License Agreement for Use of County-Owned Property - Foundcare, Inc.

Recommended By: M.D. Emma L. Royal-Alloy 4/18/23
Department Director Date

Approved By: J. Baker 5/3/23
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	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0.00*</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No:
 Fund _____ Dept _____ Unit _____ Revenue Source _____
 Fund _____ Dept _____ Unit _____ Revenue Source _____

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

*There is no fiscal impact associated with this agenda item.

C. Departmental Fiscal Review: Robert Eric McEllellan
 HOBSON

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Laura Martin 4/26/2023
 OFMB QA 4/24 ESW 4-24-23

J. D. Jacobus 5/2/23
 Contract Development and Control
 TMC 5/2/23

B. Legal Sufficiency:

[Signature] 5/2/2023
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

License Agreement/AREC Repeater Group, Inc.

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

This License Agreement ("Agreement") made and entered into on March 31, 2023, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and The AREC Repeater Group, Inc., a not for profit amateur radio volunteer organization, hereinafter referred to as "AREC" or "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, Licensee is requesting a co-location of its Communication Equipment (as defined in Section 2 of this Agreement) inside a Palm Beach County communication shelter located at 5801 Ernest Street Unit 2 in the City of West Palm Beach ("County Equipment Building"); and

WHEREAS, the Licensee's use of the County Equipment Building will be for non-commercial radio communication activities and to assist the County during times of need when the County Emergency Operations Center is activated; and

WHEREAS, County is the authorized user/owner of the County Equipment Building as described in the Communication Tower Agreement (R2015-0573) (Tower Agreement), dated May 5, 2015, as amended, and executed by and between the City of West Palm Beach (City) and County; and

WHEREAS, County is willing to grant Licensee a revocable license for the placement and operation of the Licensee's Communication Equipment inside the County's Equipment Building; and

WHEREAS, Licensee acknowledges that it has or will enter into a companion license agreement with the City for location of the AREC antenna equipment on the City's Communication Tower located adjacent to the County Equipment Building (City/AREC License Agreement); and

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 that portion of the real property and/or improvements identified in the Application. The Application, which includes special conditions of use, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its

License Agreement/AREC Repeater Group, Inc.

“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, except as expressly authorized in the special conditions of use, or expressly authorized by County. 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. Communication Equipment

The Communication Equipment, for the purpose of this License Agreement, is Two (2) Motorola Quantar VHF Repeater (Tuned to 146.670 TX / 146.070 RX), One (1) VHF Duplexer and One (1) CAT300 repeater controller.

3. Length of Term and Commencement Date

This License Agreement shall commence on March 8, 2023 upon expiration of the current license agreement (R2020-0765). The term of this License Agreement shall continue until the earlier of: three years from March 8, 2023, or upon the termination of the City/AREC License Agreement or upon termination in accordance to the terms of this License Agreement.

4. License Fee

No License Fee is assessed for the Application as the activity promotes community 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.

5. 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 including removing its Communication Equipment from the County Equipment Building.

6. 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 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.

7. 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.

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 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.

9. Surrender of Premises

Upon termination of use 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 beginning of the Licensee's use.

10. Maintenance and Repair

Licensee shall not conduct any maintenance or repairs to the Premises. In the event that the Licensee believes that the Premises are in need of maintenance and/or repair, the Licensee shall immediately notify the County. Ultimately, the County has the final decision as to the maintenance and repair that is performed on the Premises. Licensee is responsible for all maintenance and repair of the Licensee's own Communication Equipment. In the event that the Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

11. Premises "As Is"

The County makes no representations about the design or capabilities of the County Equipment Building. AREC has decided to enter into this Agreement and use the Equipment Building on the basis of its location.

12. 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

License Agreement/AREC Repeater Group, Inc.

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.

13. 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. 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 Business Operations Division, 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.

14. 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.

15. 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.

16. Subcontracting

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement, without the County's express written consent which may be subject to insurance and indemnification requirements as well as reasonable conditions of approval.

17. 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.

18. 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:

License Agreement/AREC Repeater Group, Inc.

Palm Beach County
Attn: County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401
Fax: (561) 355-6461

ESS Radio System Manager
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 656-7231

(b) If to the Licensee at:

AREC Repeater Group, Inc
c/o Gerald H. Grant, President
3690 RCA Blvd, Apt 238
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.

19. Severability

If any term or provision or part of a 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 and part of a provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

20. 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.

21. Governing Law and Venue

This License Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

22. 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.

23. 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.

24. 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

License Agreement/AREC Repeater Group, Inc.

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.

25. No Third Party Beneficiary

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

26. E-Verify – Employment Eligibility

26.01 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.

26.02 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.

The remainder of this page is left blank intentionally.

License Agreement/AREC Repeater Group, Inc.

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/AREC:

By: Sheila Grant
Signature

By: Gerald H. Grant
Signature

Sheila Grant
Print Witness Name

GERALD H. GRANT
Print Name

TREASURER
Title

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

By: Donna P. Angel Caloz
Director, Facilities Development & Operations

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

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

APPROVED AS TO TERMS AND CONDITIONS

By: Mark Broderick
Mark Broderick, FDO Business
And Community Agreements Manager

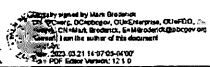


Exhibit "A"

**APPLICATION FOR USE OF PALM BEACH COUNTY-OWNED
PROPERTY**

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: _____
Detailed description of the nature and purpose of use (attach additional sheets as necessary):
Provide County-wide amateur radio repeater coverage for ARES and Skywarn

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: See Section 3 of the License Agreement.
Time(s) of Use: _____ : _____ AM/PM - _____ : _____ AM/PM

6. EQUIPMENT

- A. Two (2) Motorola Quantar VHF Repeater (Tuned to 146.670 TX / 146.070 RX)
- B. One (1)VHF Duplexer
- C. One (1) CAT300 repeater controller

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: Christopher Hite
Address: 5061 Royal Palm Beach Blvd
City: Royal Palm Beach State: FL Zip: 33412
Phone: 954-701-7368 Email: Chris_hite@bellsouth.net
Contact Person: _____
Type of Entity: Public Agency Non-Profit Other (Specify) Trustee, maintenance

8. VENDORS

List all vendors of the Event: _____

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

<input type="checkbox"/>	License Fees	\$	<u>N/A</u>
<input type="checkbox"/>	Custodial Fees	\$	<u>N/A</u>
<input type="checkbox"/>	Service Costs	\$	<u>N/A</u>
<input type="checkbox"/>	Other Costs	\$	<u>N/A</u>

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.

Gerard H. Grant
Signature of Authorized Representative

Date: 3/8/23

GERARD H. GRANT, TREASURER
Printed Name and Title of Authorized Representative

APPROVED BY:

Dominic P. Lopez
Director, Facilities Development & Operations Department

Date: 3/21/23

OTHER DEPARTMENTAL REVIEW (If necessary):

Signature of Director of Department

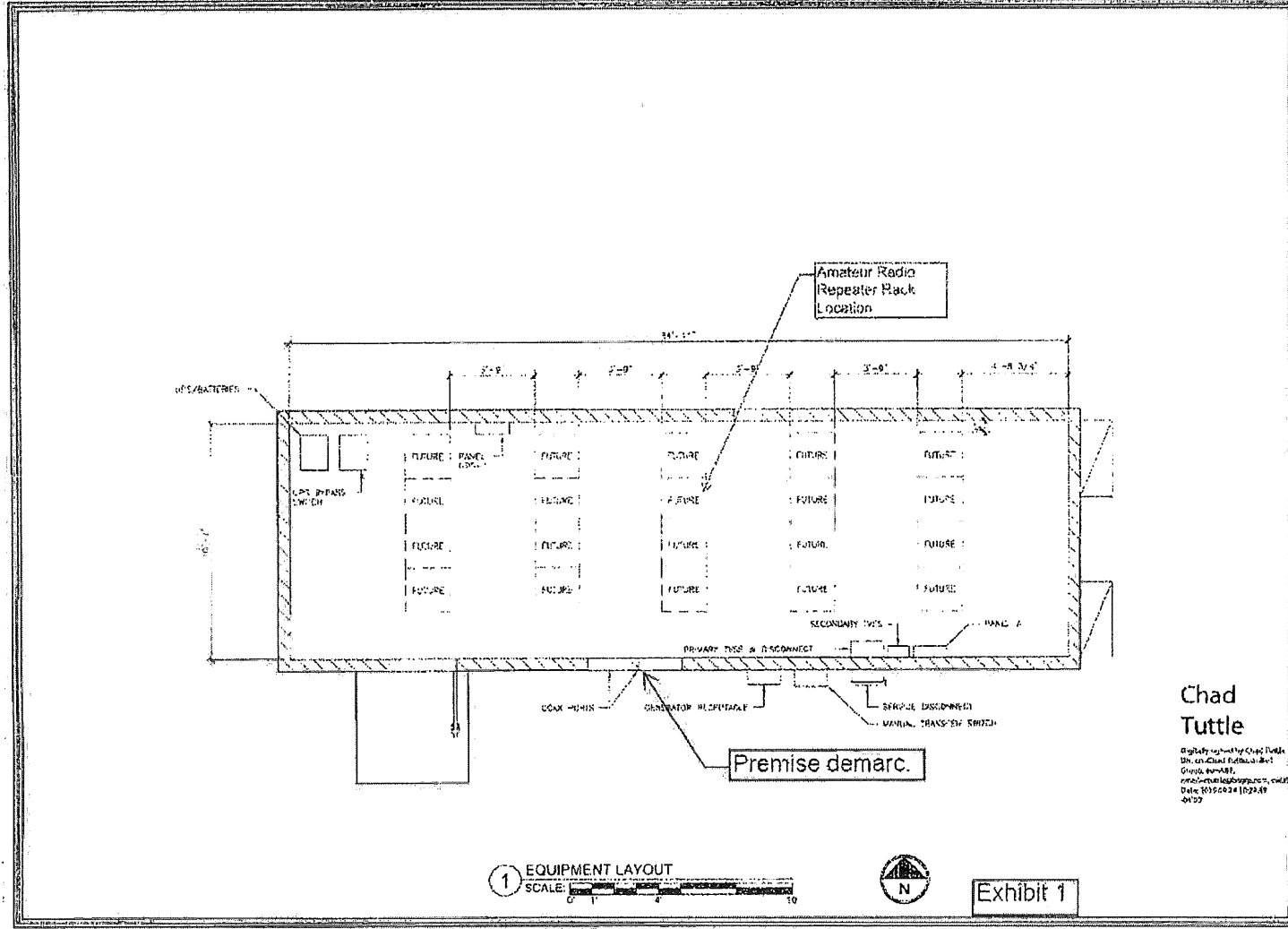
Date: _____

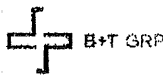
EXHIBIT "A-1"


Special Conditions of Use re Standard License Agreement For Commercial Activity

Exhibit "A-1"
Special Conditions of Use

1. Licensee acknowledges that the licensed use of the Premises is for the placement and operation of the Communication Equipment. Licensee shall not use or allow the use of the County's Equipment Building for any other use, business or purpose other than as specifically permitted in this Agreement.
2. The Premises for purposes of this License Agreement is a single 19" rack footprint inside the County's Equipment Building located at 5801 Ernest Street, Unit 2, West Palm Beach, Florida, 33409 (the "Premises"). The demark location for the Premises is the cable bulkhead located in the Premises, shown in **Exhibit 1**.
3. The use of the County Equipment Building shall be non-exclusive.
4. Licensee shall not at any time construct or install any additional Communication Equipment on the Premises or make any improvements, additions, modifications or alterations to the Premises.
5. Licensee shall have the right to perform routine maintenance and repair of its Communication Equipment with no less than 24 hours notification to the County. The Licensee will **not** be issued keys to the Equipment Building and the County, based on availability, will escort the Licensee to its Communication Equipment.
6. Routine maintenance and repair of the Communication Equipment shall not disturb, modify, interfere with or alter any existing communication equipment in the County's Equipment Building.
7. If the County discovers that the Licensee's Communication Equipment is malfunctioning or in any way interfering with the County's use of the Equipment Building, the County shall have the right to deactivate the Licensee's Communication Equipment at anytime. The County will advise the Licensee of any deactivation as soon as reasonably possible.







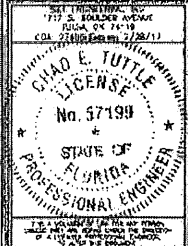
751 SOUTH WAGNER ST
MESA, AZ 85204

THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF B+T SRP. IT IS TO BE USED ONLY FOR THE PROJECT AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.


SITE #4 - TOWER #2
PALM BEACH COUNTY
 5806 ERNEST STREET
 WYLLA PALM BEACH, FL 33409
 EXISTING GUINED TOWER

PROJECT NO: 20240101
 AUTHORIZED BY: [Signature]

ISSUED FOR:		
NO.	DATE	DESCRIPTION
1	7/27/2024	PERMANENT RECORD
2	7/27/2024	PERMANENT RECORD
3	7/27/2024	CONSTRUCTION



Chad Tuttle
Digitally signed by Chad Tuttle
 DN: cn=Chad Tuttle, o=B+T
 Group, email=chad@b+t.com, c=US
 Date: 2024.07.27 10:29:49 -04'27'

APPROVED BY:	REVISION
 C-3	0

1 EQUIPMENT LAYOUT
 SCALE: 0 1 2 10



Exhibit 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2023

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 RSC Insurance Brokerage, Inc. 333 W. Wacker Drive Suite 1200 Chicago IL 60606	CONTACT NAME: Risk Strategies Companies	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: cludewig@risk-strategies.com FAX (A/C, No):	
INSURED AREC Repeater Group, Inc. 5061 Royal Palm Beach Blvd Royal Palm Beach FL 33412	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hanover Insurance Group	22292
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 23/24 AREC Repeater 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	Y		RHC-A609318-08 (RSC20790)	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
	DED RETENTION \$						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Club Civic, Service or Social with respects to the named insured's actions and/or negligence while on your premises during the policy term is named below as an additional insured.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners c/o FDO Business Ops Dept 2633 Vista Pkwy West Palm Beach FL 33411-5603	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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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.

Michael Mathias

(Please Print Name)

 President

Signature/Title

04/14/2023

Date

The AREC Repeater Group, Inc.

Company Name

Box 7623 West Palm Beach, FL

Company Street Address/City/State/Zip Code

2023 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 738388

Entity Name: THE AREC REPEATER GROUP, INC.

Current Principal Place of Business:

3690 RCA BLVD.
APT. 238
PALM BEACH GARDENS, FL 33410

Current Mailing Address:

P.O. BOX 7623
WEST PALM BEACH, FL 33405 US

FEI Number: 59-1728486

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GRANT, GERALD H
3690 RCA BLVD
APT 238
PALM BEACH GARDENS, FL 33410 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: GERALD H. GRANT

01/24/2023

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name GRANT, GERALD H
Address 3690 RCA BLVD.
 APT. 238
City-State-Zip: PALM BEACH GARDENS FL 33410

Title TD
Name GRANT, GERALD H
Address 113 DORY ROAD N
City-State-Zip: NORTH PALM BEACH FL 33408

Title D
Name CASAZZA, DAVID G
Address 7471 CANAL DR
City-State-Zip: LAKE WORTH FL 33467

Title DIRECTOR/TRUSTEE
Name HITE, CHRISTOPHER
Address 5061 ROYAL PALM BEACH BLVD
City-State-Zip: ROYAL PALM BEACH FL 33412

Title VP
Name GRANT, GERALD H
Address 3690 RCA BLVD.
 APT. 238
City-State-Zip: PALM BEACH GARDENS FL 33410

Title SECRETARY
Name GRANT, GERALD HARVEY
Address 3690 RCA BLVD.
 APT. 238
City-State-Zip: PALM BEACH GARDENS FL 33410

Title TREASURER
Name GRANT, GERALD HARVEY
Address 3690 RCA BLVD.
 APT. 238
City-State-Zip: PALM BEACH GARDENS FL 33410

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GERALD H. GRANT

PRESIDENT

01/24/2023

Electronic Signature of Signing Officer/Director Detail

Date

Attachment # 2

Foundcare. Inc. /License Agreement

STANDARD LICENSE AGREEMENT FOR USE OF COUNTY-OWNED PROPERTY

This License Agreement made and entered into February 13, 2023, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Foundcare. Inc., 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 Waiver**

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

Foundcare, Inc. /License Agreement

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.

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.

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:

Foundcare, Inc.
c/o Jean-Francois, Vivianne L.

2330 SOUTH CONGRESS AVENUE
WEST PALM BEACH, FL 33406

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.

Foundcare. Inc. /License Agreement

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.

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

Foundcare. Inc. /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: *FoundCare, Inc.*

By: *Jennifer Hoffman*
Signature

By: *Rik Pavlescak*
Signature

Jennifer Hoffman
Printed Name

Rik Pavlescak, Chief Administrative Officer
Printed Name

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

By: *MD. Danni C. Boyd Colby*
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, FDO Business
And Community Agreements Manager

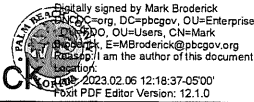


Exhibit "A"

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

Exhibit "A"
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: FoundCare, Inc.
Name of
Organization/Licensee: FoundCare, Inc.
Address: 2330 South Congress Avenue
City: West Palm Beach State: FL Zip: 33406
Phone: (561) 432 – 7902 Email: rikp@foundcare.org
Name of the Authorized Representative : Dr. Rik Pavlescak, Chief Administrative Officer.
Type of Entity: Public Agency Non-Profit Other
(Specify) _____

2. REQUESTED PROPERTY

Name of Property: Palm Beach County Community Action
(Please include room or area requested)
Address: 1440 Martin Luther King Jr Blvd
City: Riviera Beach State: FL Zip: 33404

3. NATURE OF USE: (Please check one)

Training Educational Recreational Meeting
 Non-profit Event Other Mobile Health Unit

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: Varies based on service

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

Primary care services, medical exams, chronic disease management, etc. Insurance/self-pay

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: Wednesdays

Time(s) of Use: 9:00 a.m. to 3:00 p.m.

6. EQUIPMENT

Amount of Equipment Requested: 0 Tables 0 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: _____

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: _____

9. ADVERTISING

Will the event be advertised to the Public? Yes No

Brochures, posters,
other media as
determined

If yes, by what means?: Radio TV Other

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

1. FEES AND ADDITIONAL CHARGES

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

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.

R. Paulsek FundCare, Inc.

Date: 1/31/2023

Signature of Authorized Representative

RIK PAULSEK, CHIEF ADMINISTRATIVE OFFICER

Printed Name and Title of Authorized Representative

APPROVED BY:

Joseph P. Regal
Director, Facilities Development & Operations Department

Date: 2/13/23

OTHER DEPARTMENTAL REVIEW (If necessary):

Signature of Director of Department

Date: _____

EXHIBIT "A-1"
Special Use Conditions

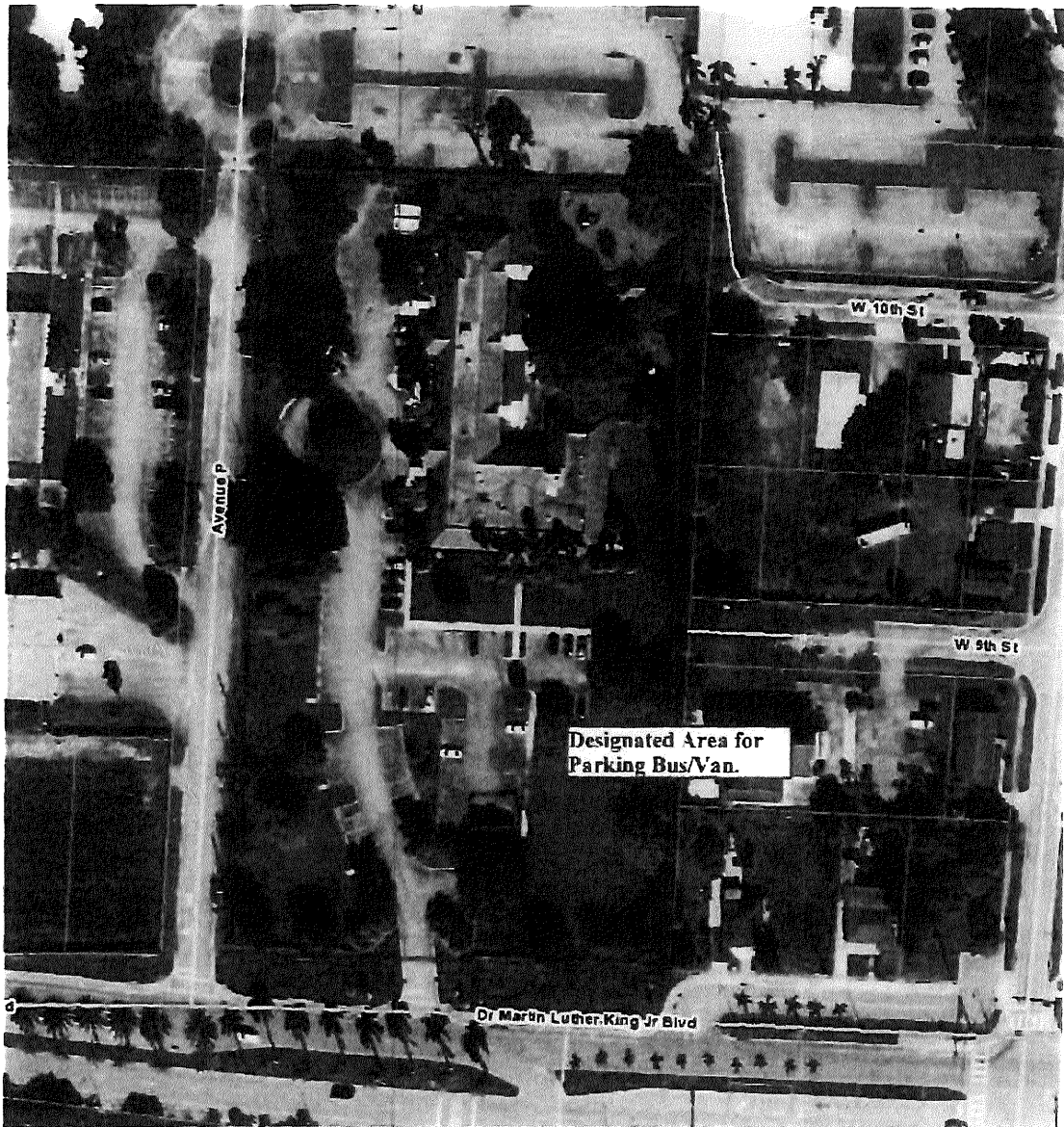
1. This License Agreement is being granted for the sole and specific use of part of the Palm Beach Community Action parking lot, as further depicted in Exhibit A-2 ("Premises"), which is attached hereto and made a part hereof, to park its mobile health vehicle and provide primary care services to residents. No other use by Licensee is permitted.
2. Community Services Casework Supervisor Era Allen (561-694-7447; Eallen@pbcgov.org) will serve as Licensee's primary contact while at the Premises.
3. Since the use is to promote community interest and welfare and Licensee will not realize a profit from the use, there shall be no license fee assessed.
4. Licensee is solely responsible for disposing of all hazardous waste from the site and for obtaining and paying for a biomedical waste generator permit, if necessary, while utilizing the premises. Sharp containers containing used needles will be removed from the Premises nightly and properly disposed in accordance with biohazardous waste management protocols.
5. Licensee shall park the mobile health vehicle in the parking area as depicted on Exhibit "A-2" or as directed by County staff.
6. Licensee acknowledges and is aware that County does not monitor or patrol the parking area and that Licensee's parks the mobile health vehicle on the Premises at its own risk. Licensee is solely responsible for any and all items left at the Premises by its employees, invitees, or volunteers.
7. Licensee is solely responsible for the safekeeping of the mobile health vehicle and the safety and security of anyone utilizing the mobile health vehicle.
8. All announcements (verbal and written) bearing the County address or location of the Premises shall include the following disclaimer:

"This service is not sponsored by or affiliated with Palm Beach County"
9. Licensee shall be responsible for removing all litter and garbage from the Premises at the conclusion of its use each day.
10. The permitted parking area shall be returned to its original condition. 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 costs of cleaning up litter or debris following the use. Custodial fees are a minimum of \$66.00 (3-hour minimum @ \$22.00 per hour).
11. Licensee shall be responsible for reimbursing County for all damage, destruction or vandalism

to the Premises and/or County property arising during, or as a result of, or in connection with, the licensed use.

12. Licensee acknowledges that this License is non-exclusive and County reserves the right to enter and use the Premises for its own purposes and to allow others to use the Premises for any purposes that the County approves.
13. In the event there is an emergency, dial 911 and then follow-up by reporting such emergency to an on-site County Staff member. In the event there is an accident or incident that does not warrant a call to 911, then such accident or incident occurring at the Facility shall be immediately reported by the Licensee to an on-site County Staff member.
14. In the event a County Staff member is not available, such accident or injury shall be immediately reported by the Licensee 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.
15. Disclaimer & Release of Liability
 - a. IN CONSIDERATION OF COUNTY'S AGREEMENT TO ALLOW LICENSEE TO USE THE PREMISES, AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, COUNTY HEREBY DISCLAIMS, AND USER 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 EMPLOYEES, INVITEES, OR VOLUNTEERS.
 - b. THE SCOPE OF THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE MOBILE HEALTH VEHICLE OR PERSONAL PROPERTY OF LICENSEE, ITS EMPLOYEES, INVITEES, OR VOLUNTEERS WHILE PARKED AT THE PREMISES.
16. Commencement of use of the Premises indicates acceptance, by the Licensee, of the Special Conditions of Use set forth herein.

EXHIBIT "A-2"



PALM BEACH COUNTY COMMUNITY ACTION
1440 DR MARTIN LUTHER KING JR BLVD, RIVIERA BEACH

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 any rights to the certificate holder in lieu of such endorsement(s).

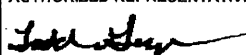
PRODUCER Marsh & McLennan Agency Bouchard Region 485 N. Keller Road, Suite #450 Maitland, FL 32751	CONTACT NAME: Karen Lore PHONE (A/C, No, Ext): 727 447-6481 E-MAIL ADDRESS: karen.lore01@MarshMMA.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : Florida Insurance Trust INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	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	Y	FITGL364992022	06/01/2022	06/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	FITAU364992022	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	FITXS364992022	06/01/2022	06/01/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	FITWC364992022	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I.L. EACH ACCIDENT \$2,000,000 E.I.L. DISEASE - EA EMPLOYEE \$2,000,000 E.I.L. DISEASE - POLICY LIMIT \$2,000,000
A	Professional Liab	Y	Y	FITGL364992022	06/01/2022	06/01/2023	\$1,000,000 / \$3,000,000
A	Abuse/Molestation	Y	Y	FITGL364992022	06/01/2022	06/01/2023	\$1,000,000 / \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CONTRACT PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS, C/O DEPARTMENT OF COMMUNITY SERVICES.
 If required by written contract, Certificate Holder is an additional insured with respect to General Liability, Professional Liability, and Auto Liability, subject to the terms, conditions and exclusions of the policies. Additional insured with respect to General Liability includes ongoing and completed (See Attached Descriptions)

CERTIFICATE HOLDER PALM BEACH COUNTY BOCC c/o DEPT OF COMMUNITY SERVICES 810 W DATURA STREET ATTN: CONTRACT MANAGER West Palm Beach, FL 33401-0000	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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