

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	July 11, 2023	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire Rescue		

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to receive and file: a Lease Agreement for the Use of School Facilities with the School Board of Palm Beach County, for Fire Rescue Promotional testing (Wellington High), on May 19 and 20, 2023.

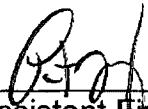
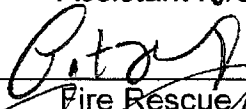
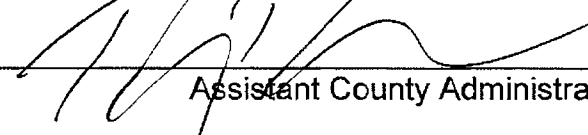
**Summary:** In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached lease agreement has been fully executed on behalf of the Board of County Commissioners (Board) by the Fire Rescue Administrator, in accordance with a delegation of authority from the Board (R2017-1072) through the County Administrator. This executed document is now being submitted to the Board to receive and file. **Countywide (SB)**

**Background and Justification:** In 2017, the Board approved the conveyance and transfer of a fire engine, valued at \$33,500, in exchange for the use of Wellington High. The School Board agreed to waive several terms and conditions of their standard lease agreement and their typical non-profit facility use fees for approved Fire Rescue uses up to a cumulative credit amount of \$33,500 until the credit is exhausted or ten years from the Interlocal Agreement date (August 14, 2027), whichever comes first. The County has previously received \$14,541 in waived fees. The waived fees of this lease was \$11,694, leaving a remaining credit balance of \$7,265 for future use.

**Attachments:**

Lease Agreement for the Use of School Facilities for May 19-20, 2023

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Recommended by:	For 	5/31/2023
	Assistant Fire Chief	Date
Approved by:		5/31/2023
	Fire Rescue Administrator	Date
Approved by:		6/8/2023
	Assistant 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)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	* _____	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	0 _____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Does this item include the use of federal funds Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No.: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Rev Source \_\_\_\_\_

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

\*The waived value of this lease agreement is \$11,694, and will be deducted from the credit approved by the School District in exchange for a previous transfer of a fire engine. Fire Rescue paid \$350 to the School Board for labor charges related to this Lease.

C. Departmental Fiscal Review: *[Signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

<u><i>[Signature]</i></u> 6/15/23 OFMB 9A 6/12/23	<u><i>[Signature]</i></u> 5/16/23 Contract Dev. and Control
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**B. Legal Sufficiency**

*[Signature]* 6/7/23  
 Assistant County Attorney

**C. Other Department Review:**

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

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Lease Agreement for the Use of School Facilities

Lease ID: LID - 2023 - 2191 - 1039

Revision: 0

Lessee Type: Interlocal (with charges)

Status: Issued

School Facility: Wellington Community High

DIRECTIONS: Please review all information for accuracy. Have Lessee and Witness sign and date document below. After this lease agreement has been completed and all signatures obtained, make copies for Lessee. Schools are to keep the signed, original leases on file at the school center location.

This AGREEMENT made on 05/10/2023, between The SCHOOL BOARD OF PALM BEACH COUNTY, as Lessor, and PALM BEACH COUNTY Board of County Commissioners, as Lessee located at the following address:

Address 301 North Olive Avenue City West Palm Beach, State FL Zip Code 33401

Exhibits provided by Lessee include the following:

- X Liability Insurance\* X Sales Tax Exempt Certification Status of Corporation Non-Profit Corporation Health Department

Event Name Fire Rescue Captain's Exam Event Description Captain's Exam

SUMMARY OF LEASE AGREEMENT CHARGES:

Table with 7 columns: Room Cost, Ext. Lighting, Taxes, Insurance\*, Labor Cost, Waiver, Amount Due. Values: \$11,694.00, \$0.00, \$0.00, \$0.00, \$350.00, \$11,694.00, \$350.00

\*Total is displayed only if purchased from School Board of Palm Beach County

That by signing this agreement, Lessor does hereby lease unto the Lessee and Lessee takes and hires from Lessor its premises for the event as described in this contract, for the purpose as specified and agreed upon, and will abide by all other "Terms & Conditions" listed on or attached to this lease, front and back, including all required documentation.

Signature of Lessee [Signature]

Date 5-18-2023

Cara Hayden School Principal's Signature

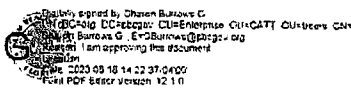
Signature Witness [Signature]

Date 5/18/23

05/10/2023

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Sharon Burrows



Date approved by Principal in System

**Location Cost Details**

<u>Reservation</u>	<u>Space</u>	<u>Rate Type</u>	<u>Planned Start</u>	<u>Planned End</u>	<u>Room Cost</u>	<u>Total Taxes</u>	<u>Insur. Cost</u>	<u>Labor Cost</u>	<u>Ext. Light Cost</u>	<u>Total Waiver</u>	<u>Effective Cost</u>
1816327	130	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	132	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	101	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	149	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	150	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	151	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	153	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	105	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	113	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	134	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	135	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	136	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	137	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	138	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	156	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	157	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	160	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	161	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	163	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	114	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	125	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	126	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	127	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	154	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	158	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	<del>\$56.00</del>	<del>\$0.00</del>	<del>\$0.00</del>	<del>\$0.00</del>	<del>\$0.00</del>	<del>\$0.00</del>	<del>\$56.00</del>
1816327	162	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00

<u>Reservation</u>	<u>Space</u>	<u>Rate Type</u>	<u>Planned Start</u>	<u>Planned End</u>	<u>Room Cost</u>	<u>Total Taxes</u>	<u>Insur. Cost</u>	<u>Labor Cost</u>	<u>Ext. Light Cost</u>	<u>Total Waiver</u>	<u>Effective Cost</u>
1816327	164	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	115	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	116	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	117	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	118	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	119	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	120	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	121	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	122	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	123	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816327	155	Classroom	05/19/2023 16:00:00	05/19/2023 18:00:00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00
1816328	101	Classroom	05/20/2023 07:30:00	05/20/2023 16:00:00	\$238.00	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00	\$588.00
1816328	130	Classroom	05/20/2023 07:30:00	05/20/2023 16:00:00	\$238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$238.00
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<u>Reservation</u>	<u>Space</u>	<u>Rate Type</u>	<u>Planned Start</u>	<u>Planned End</u>	<u>Room Cost</u>	<u>Total Taxes</u>	<u>Insur. Cost</u>	<u>Labor Cost</u>	<u>Ext. Light Cost</u>	<u>Total Waiver</u>	<u>Effective Cost</u>
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1816328	114	Classroom	05/20/2023 07:30:00	05/20/2023 16:00:00	\$238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$238.00
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1816328	158	Classroom	05/20/2023 07:30:00	05/20/2023 16:00:00	\$238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$238.00
1816328	162	Classroom	05/20/2023 07:30:00	05/20/2023 16:00:00	\$238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$238.00
1816328	164	Classroom	05/20/2023 07:30:00	05/20/2023 16:00:00	\$238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$238.00
1816328	115	Classroom	05/20/2023 07:30:00	05/20/2023 16:00:00	\$238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$238.00
1816328	116	Classroom	05/20/2023 07:30:00	05/20/2023 16:00:00	\$238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$238.00
1816328	117	Classroom	05/20/2023 07:30:00	05/20/2023 16:00:00	\$238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$238.00
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1816328	119	Classroom	05/20/2023 07:30:00	05/20/2023 16:00:00	\$238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$238.00
1816328	120	Classroom	05/20/2023 07:30:00	05/20/2023 16:00:00	\$238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$238.00
1816328	121	Classroom	05/20/2023 07:30:00	05/20/2023 16:00:00	\$238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$238.00
1816328	122	Classroom	05/20/2023 07:30:00	05/20/2023 16:00:00	\$238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$238.00
1816328	123	Classroom	05/20/2023 07:30:00	05/20/2023 16:00:00	\$238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$238.00
1816328	155	Classroom	05/20/2023 07:30:00	05/20/2023 16:00:00	\$238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$238.00
1816329	154B	Media Center	05/20/2023 07:30:00	05/20/2023 16:00:00	\$323.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$323.00
1816329	110	Auditorium (sm)	05/20/2023 07:30:00	05/20/2023 16:00:00	\$493.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$493.00

**Labor Cost Details**

<u>ID</u>	<u>Space</u>	<u>Event Type</u>	<u>Position</u>	<u>Working Hours</u>	<u>Rate</u>	<u>Total Cost</u>
1816328	101	Classroom	Custodian-1	10.00	\$35.00	\$350.00

**TERMS AND CONDITIONS OF  
THIS LEASE**

This lease is governed by the provisions within Palm Beach County School Board Policy 7.18, all applicable School Board Policies and the following conditions:

1. ~~In situations where the commonly understood nature of the lease will involve direct contact between the Lessee and students (i.e. private lessons provided by the Lessee afterschool to students of the school, summer camp program, etc.):~~

~~a. The Lessee must warrant and represent that all employees, agents, and contractors of Lessee who will have direct student contact have undergone and passed a Level 2 background screening. Lessee or any of Lessee's employees, agents, and contractors are prohibited from bringing or being accompanied by any adult guest that is not themselves an employee, agent or contractor of Lessee and expressly covered by the Certificate of Insurance required under Sections 5, n., 14, 15, below. Further, Lessee or any of Lessee's employees, agents, and contractors are prohibited from bringing or being accompanied by children that are not enrolled in the program being provided by Lessee, including but not limited to children of any age belonging to Lessee or Lessee's employees, agents, and contractors.~~

~~b. Except when the Lessee is a School-Based Organization, the Lessee shall be required to include the following disclaimer in a prominent place on all websites and advertising materials and to provide copies of the website pages and all advertising materials that the Lessee produces or distributes to the Principal/Director:~~

~~"[Name of Lessee] is not affiliated with or endorsed by the School Board of Palm Beach County or [school name] and the events/activities hosted by [Name of Lessee] on [school name]'s premises pursuant to a lease agreement shall not be construed as being conducted, funded, hosted, or sponsored by the School Board or [school name] on behalf of [Name of Lessee]. The School Board and [school name] undertake no responsibility for supervising or monitoring [Name of Lessee]'s events/activities and will not be liable for any and all actions of [Name of Lessee] on [school name]'s premises."~~

2. Lessee will keep the premises in as good condition as when received and shall not use or permit any use thereof which will invalidate or increase the rate of insurance; or overload the floors, the pool, the stage rigging or other infrastructure or otherwise damage the premises. Any damage done to the premises during the lease event must be reported to the school's administration and the Lessee will be assessed for such damages.

3. ~~The Lessee's occupancy of the premises shall be at Lessee's sole risk and Lessee does hereby knowingly, freely, and voluntarily assume all risk and liability and does hereby release, discharge, covenant not to sue and shall indemnify and save Lessor harmless from and against all loss, costs, damages, claims, suits, actions, judgments, attorney's fees and court costs, including but not limited to, the Lessee's own negligence on account of injury or death to persons, or damage to property, arising out of the presence on or the use of School Board property by the Lessee, its agents, members or guests.~~

4. Lessee hereby warrants that Lessee does not and will not discriminate against any person on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability unless specifically exempted from compliance herewith by Federal law or Federal regulation.

5. Lessee shall comply with and be bound by the following terms and conditions:

- a. No acts shall be allowed in which open flames are used.
- b. No Fireworks, pyrotechnics or explosives of any nature shall be permitted in or about the premises.
- c. No animals, including birds and or reptiles shall be permitted in or about the premises, except for service animals.
- d. No alcohol, drug or controlled substance as defined in Board Policy 3.96 shall be kept, used or consumed on the premises.
- e. In accordance with School Board Policy 7.19, no smoking, including e-cigarettes, or vaping shall be allowed or permitted anywhere on the premises.
- f. No Unmanned Aircraft Systems (UAS) of any kind, also known as drones, shall be permitted on, above or about the premises.
- g. Lessee shall not use any equipment or devices that utilize excessive electrical energy or water, or which in Lessor's opinion, overload the capacity of the utility systems of the premises.
- h. No use of portable pools, including those used as baptismal pools.
- i. Foods may be sold or served on campus only if prepared in the school kitchen under the supervision of the facility personnel or if prepared by a licensed food service establishment. If prepared by a food service establishment, Lessee shall provide a copy of the company's licensure.
- j. No funerals and no bodies or remains of the deceased person are permitted anywhere on the premises.
- k. There shall be proper supervision for the accommodation and control of patrons attending any performance or activity.
- l. The number of people attending or participating in any event on the premises shall not exceed the maximum occupancy capacity of the premises as designated at any time.
- m. No use of the premises shall be made contrary to the laws of the State of Florida, or contrary to any ordinance, rules or regulations of any proper government agency having the right to make same.
- ~~n. Lessee must provide proof of insurance in the amount required by Lessor's Office of Risk Management. Failure to provide this proof of insurance shall void any obligations of the Lessor under this Lease.~~
- ~~o. Any other requirements or policies as stipulated by the Superintendent.~~
- p. No person shall possess and or use a firearm, electric weapon or destructive device on the premises. Notwithstanding the provisions of Section 790.06(13) F.S. (2021), Lessee warrants and represents that it does not have any policy permitting any person attending or participating in



Lessee's event on the premises to carry a concealed weapon or firearm on the premises and Lessee acknowledges and agrees that Lessee's adoption of such a policy or the possession of a concealed weapon or firearm by any person attending or participating in Lessee's event regardless of the existence or absence of such a policy shall be a material breach of this Lease and default by Lessee, entitling Lessor to immediately terminate this Lease in accordance with Section 10 of these Lease Terms and Conditions.

- q. No balloons or confetti shall be permitted in any outdoor facility or on the exterior of any buildings on the premises, including but not limited to: athletic fields and courts, courtyards, pavilions, amphitheaters, playgrounds and parking lots.
- r. No hazardous materials (substances) including, but not limited to, pesticides, gasoline, diesel, kerosene and combustible/flammable paints shall be permitted in or about the premises.

6. Signage: Removable temporary directional signage (such as a sandwich sign, banners) directing traffic to a lease event may only be placed at the entrance to the premises at the start of each lease event and shall be promptly removed by Lessee at the end of the lease event each day.

7. Lessee has examined and knows the condition of the premises and has received the same in good order and repair, and that no representations as to the condition or repair thereof have been made by Lessor or the agent of Lessor prior to the execution of this Lease, that are not herein expressed or endorsed hereon.

Lessee shall not be permitted to alter the premises in any manner and the making of unauthorized alterations shall be a material default and may result in immediate termination of this Lease. Lessee shall be responsible for all costs associated with restoring or repairing any unauthorized alterations made by Lessee. In the event that Lessee desires for any alteration to be made, Lessee shall submit, in writing, a request to Lessor's Planning and Intergovernmental Relations Department for review, in accordance with the process set forth in Board Policy 7.26.

8. No Lessee may sublease to a third party without the approval of the Superintendent of Schools or designee.

~~9. Rental fees are to be paid by cashier's check (bank check), personal check or credit card at least two business days before the use of the premises and checks must be deposited and cleared prior to the use of the premises. Payment for any use beyond the terms of the approved lease must be made within seven (7) days of notice from the school to Lessee. Failure to pay these fees in a timely fashion shall result in termination of this Lease without written notice. Lessee shall and will pay and discharge all costs, expenses and attorney's fees that shall arise from enforcing the covenants of this Lease by Lessor, or the rights of the Lessor in the premises. All labor costs must be paid through the Lease by Lessee, except as otherwise provided in the Matrix included with Policy 7.18.~~

10. In the event of Lessee's default, breach or failure to strictly adhere to all of these terms, covenants and conditions herein, whether actual or anticipatory, Lessor shall be entitled to all remedies at law or in equity, including the right to immediately terminate this Lease without obligation to refund any rental or fees to Lessee. The waiver by Lessor of any default of any term, covenant or condition shall not be deemed to be a waiver of such term, covenant or condition or any subsequent default of the same or any other term, covenant or condition herein contained.

11. Lessee agrees to identify to Lessor disabled participants/audience members no later than fourteen (14) days prior to the rental date. Either Lessee, or disabled individual, or their designee, will arrange to visit the

site and meet with a facility administrator no later than seven (7) days prior to the rental date. At that time, Lessee or the disabled individual or their designee will identify any accessibility issues that would interfere with the full use and enjoyment of the planned activity. If an accessibility issue is identified, Lessor retains the right to offer an alternative facility, if available, rather than modifying the original facility. However, nothing herein shall require Lessor to make such improvements and Lessee agrees to accept the premises in its "as is" condition. Failure of the disabled individual or Lessee or its designee to identify accessibility issues or to meet the time constraints herein, signifies that the facility's accessibility is considered to be adequate by Lessee, the disabled individual and/or its designee. ~~Lessee agrees to indemnify and hold Lessor harmless from any and all matters resulting from its use of the premises as it relates to the Americans with Disabilities Act of 1990 and the ADA Amendments Act of 2008, including any accommodation arising from the use herein.~~

12. The Superintendent or designee may cancel this Lease in the event of an emergency, facility closing, the Lessee's failure to pay all fees in advance, Lessee's making payment with a dishonored check or draft, Lessee's failure to provide the required certificate of insurance, Lessee's failure to fully disclose or misrepresentation of the nature of the lease event or the number of attendees or other good cause, by providing notice to Lessee to the extent practicable, Lessor shall have no liability to Lessee, under any theory whatsoever, in the lease event of such a cancellation.

All fees paid shall be non-refundable, except in the following situations: (a) Lessor cancels the event for a reason other than Lessee's default or anticipatory breach of the Lease, including but not limited to, natural catastrophe or storm perils -if the school staff is not able to open the facility and make it available; or (b) illness -primary provider of lease event must provide documented proof of illness and written notice of cancellation at least seventy-two (72) hours before the lease event is scheduled to begin; if Lessee is an entity and not an individual Lessee is required to provide an explanation of how the illness of the individual prevented the entity from holding the lease event. Any credit or refund under this provision must be approved by the Principal or Facility Administrator and Chief Operating Officer or designee and will incur a service charge in the amount of: (i) the greater of \$50.00 or 35% of the facility use fee; plus (ii) any labor provided prior to termination. Any credit approved will be applied to the next usage of the facility where funds are due and not yet paid and must be used within the present school year.

In accordance with the Lessor's Agreement with the Palm Beach County Benevolent Association, Lessee shall be responsible for and not entitled to a credit or refund of labor charges for School Police Officers, when Lessee cancels the lease less than 24 hours prior to the **scheduled Lease start time, in such an event, Lessee's credit or refund shall be reduced by an amount equal to the labor charges for 3 hours per School Police Officer scheduled to work the Lease or the actual amount of the labor charges for School Police, whichever is less.**

13. The following is applicable if the premises include the use of a pool:

A minimum of one lifeguard is required at all times. Lifeguards shall be on duty anytime one person or more are on the pool deck or in the pool. All lifeguards provided by Lessee shall be required to present proof that they hold current and valid certifications in all of the following:

- Red Cross Lifeguard and First Aid
- CPR for the Professional Rescuer (Red Cross)
- AED Certification

Lessee shall be responsible for providing lifeguards, at Lessee's expense. Team coaches may serve as lifeguards. The lifeguard/swimmer ratio shall be one lifeguard for every thirty (30) swimmers with a maximum of two (2) lifeguards for each competitive team. An additional lifeguard will be required if the diving well is used. For example, if a team has forty (40) swimmers and four (4) divers, three (3) lifeguards would be required; two (2) for the swimmers and one (1) for the divers. In the event Lessee is unable to provide sufficient lifeguards, Lessee will be charged pursuant to the Rate Schedule for lifeguards, to the extent that they are available. In the event that Lessee is unable to provide the minimum number of required lifeguards and Lessor is unable to secure the additional required lifeguards, Lessor shall cancel the lease without any liability to Lessee, other than a refund of fees paid by the Lessee.

Lessee shall be responsible for ensuring that all persons who cannot swim are not allowed in the pool unless they are wearing a Coast Guard approved personal floatation device (PFD). No leisure activities such as pool parties or open swims are permitted.

14. The following is applicable if the premises includes use of a Theater or Auditorium:

The use of stage rigging is not permitted unless expressly indicated in the event description of the Tiriga lease. The stage rigging shall only be operated by a Certified Rigger holding certification from ETCP (Entertainment Technician Certification Program) provided by the Lessee, or by an employee of the District whose position includes Theater Tech. The Certified Rigger or Theater Tech shall be present at all events, rehearsals or activities that involve the use of any and all rigging.

~~15. Lessee shall procure and maintain for the duration of the lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the occupancy hereunder by the Lessee, its agents, representatives, or employees. The coverages, limits or endorsements required herein are for the protection of the interests of the School Board, and Lessee shall not rely on these coverages, limits or endorsements to protect the Lessee against any loss exposures, whether as a result of the Lease or otherwise. The requirements contained herein, as well as the School Board's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Lessee under this Lease.~~

#### ~~COMMERCIAL GENERAL LIABILITY~~

~~Lessee must obtain a General Liability policy with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 general aggregate.~~

#### ~~OTHER INSURANCE PROVISIONS~~

~~Lessee shall provide a Certificate of Insurance to the School Board with a thirty (30) day notice of cancellation or when any changes in policy language are made, and ten (10) day notice if cancellation is for nonpayment of premium.~~

~~Lessee has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.~~

~~All required insurance policies must be maintained until the Lease expires. The School Board of Palm~~

~~Beach County, its officials, employees and volunteers are to be covered as an Additional Insured on all policies. The coverage shall contain no special limitation on the scope of protection afforded to the School Board, its officials, employees or volunteers.~~

~~The Lessee's insurance coverage shall be primary insurance with respect to the School Board, its officials, employees and volunteers. Any insurance or self-insurance maintained by the School Board, its officials, employees or volunteers shall be excess of Lessee's insurance and shall be noncontributory.~~

~~For all policies of insurance: Lessee, and its insurance carrier, waive all subrogation rights against the School Board for all losses and/or damages that occur during the Lease and for any events occurring during the Lease period, whether the lawsuit is brought during the Lease period or not. The School Board requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement.~~

~~The Certificate Holder and Additional Insured should read as follows: The School Board of Palm Beach County, Florida 3370 Forest Hill Boulevard, West Palm Beach, FL 33406.~~

~~With the exception of worker's compensation policies, all required insurance policies must be written by a carrier having a minimum rating of A-VIII by A.M. Best or similar rating company.~~

~~All Certificates must show that Lessee's policies have been endorsed per these requirements.~~

~~For Camps serving children, Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, and name The School Board as an Additional Insured.~~

~~16. Participant Coverage (Required if Lessee's activities include practicing, instructing or participating in any physical exercise or games, sports or athletic contest.) Limits of coverage should be a minimum of \$25,000.00 for Participant Accidental Medical Coverage, and shown on the Certificate of Insurance.~~

## COVID-19 PROVISIONS

### COVID-19 NOTICE

17. The Lessee represents and warrants that it shall be responsible for monitoring and complying with all CDC and OSHA regulations and guidance, and other federal, state and local regulations and guidance for responding to COVID-19 during the lease period. This includes, but is not limited to regulations and guidelines related to cleaning and disinfecting during the lease event, promoting efforts that reduce the spread of COVID-19, providing healthy environments for all persons attending or participating in the lease event, protecting communal spaces and arranging for food service. The School Board shall not be responsible for any costs associated with the Lessee's duty to comply with COVID-19 regulations and guidelines as mandated by the terms of this lease. The School Board shall not be responsible for monitoring or enforcing the Lessee's compliance with CDC and OSHA regulations and guidance, and other federal, state and local regulations and guidance for responding to COVID-19 during the lease event. The Lessee shall indemnify, defend and hold harmless the School Board for any claims, expenses, liabilities, losses or ~~damages resulting from a failure to comply with CDC and OSHA regulations and guidance, and other~~ federal, state and local regulations and guidance for responding to COVID-19 during the lease event or as a result of a breach of the terms of this lease.

#### MANNER OF USE; CLEANUP

18. The Lessee agrees to utilize the Board Facilities in the manner, and to the extent and degree intended for the particular Board Facility and in compliance with the Centers for Disease Control ("CDC) and Occupational Safety and Health Act ("OSHA") regulations and recommendations, and federal, state and local regulations and recommendations as it relates to COVID-19. The Lessee further agrees to leave the Board Facility in a clean and orderly condition upon leaving the Board Facility each day.

19. During the lease event, the Lessee, at its sole cost and expense, shall be responsible for all cleaning, sanitizing and disinfecting related to COVID 19 regulations and recommendations by CDC, OSHA and other federal, state or local authorities.

#### CUSTODIAL SERVICES/MAINTENANCE

20. The Lessee shall be charged for post-event COVID 19 and other routine custodial services provided by the Lessor's custodial staff in accordance with established District guidelines. The labor charges will align with the SEIU/FPSU Repair and Supervisory Collective Bargaining Agreement for time worked outside the custodians' regular duty hours. The custodial staff will be responsible for opening and closing the Board Facilities and cleaning of the areas used by the Lessee during the lease event.

#### EMERGENCY SUSPENSION OR TERMINATION

21. The parties acknowledge and agree that School Board may close Board Facilities in order to perform maintenance or repairs to the Board Facility as necessary with as much notice as practicable to the undersigned Lessee.

The School Board further reserves the right to suspend or terminate this Agreement immediately in the event it is necessary to protect health, safety or welfare (as determined by the Superintendent) or in the event of a quarantine or declared federal, state or county emergency.

#### NOTIFICATION

22. In the event an individual (or family member) who has been on the School premises tests positive for COVID-19, The Lessee shall notify the School Principal within twenty-four (24) hours and inform the School Principal about the areas that were accessed by the individual.