

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

Meeting Date: July 2, 2024

Consent

Regular

Ordinance

Public Hearing

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

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

A) Standard License Agreement for Use of County-Owned Property (Lantana/Lake Worth Health Center) for the period of February 1, 2024 through September 30, 2024, with Healthy Mothers/Healthy Babies Coalition of Palm Beach County, Inc. to provide Maternity Care Program Model, without a license fee;

B) Standard License Agreement for Use of County-Owned Property (North and West County Senior Centers) for the period of April 16, 2024 through April 15, 2025, with Safety Council of Palm Beach County Inc., for driver safety classes, without a license fee; and

C) Standard License Agreement for Use of County-Owned Property (Judicial Center Parking Garage and Surface Lot, Governmental Center parking garage and 4th Street parking lot) for the period of May 3, 2024 through May 5, 2024, with Sunfest of Palm Beach County Inc., for parking, entailing a license fee of \$24,000.

Summary: In accordance with County PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. The attached standard agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator or designee, who in this case was the Director of the Facilities Development and Operations Department. The Standard License Agreements were approved in accordance with R2010-0333, as amended and approved by the Board on October 1, 2013. The executed documents are now being submitted to the Board to receive and file. **(FDO Admin) Countywide (YBH)**

Background and Justification: The delegation of authority which provided authority for the County Administrator or designee to execute standard license agreements was designed to expedite and streamline the process for commercial use of county owned property after the submission of an application for use, and after the determination of whether a license fee should be charged for the use. There is no license fee if the applicant demonstrates that (i) the activity is for the purpose of promoting community interest and welfare and (ii) the applicant will not realize a profit based on the use.

Attachment:

1. Standard License Agreement for Use of County-Owned Property – Healthy Mothers/Healthy Babies Coalition of Palm Beach County Safety Council of Palm Beach County, Inc.
2. Standard License Agreement for Use of County-Owned Property – Safety Council of Palm Beach County, Inc.
3. Standard License Agreement for Use of County-Owned Property – Sunfest of Palm Beach County Inc.

Recommended By: M13 *Monica C. Lopez Gallo* 5/22/24
Department Director Date

Approved By: *J. Baker* 6/15/24
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$24,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$24,000)</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 X No _____
Is this item using Federal Funds: Yes _____ No X
Is this item using State Funds: Yes _____ No X

Budget Account No:
Fund 0001 Dept 410 Unit 5250 Revenue Source 6999

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

The Agreement with Sunfest of Palm Beach County Inc. has a License fee of \$24,000 that is recorded to Facilities Development and Operations Facilities Management Division revenue account.

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 5/24/24
OFMB OS 5/24
[Signature] 5-24-24
[Signature] 6/4/24
Contract Development and Control
[Signature] 6/4/24

B. Legal Sufficiency:

[Signature] 6/5/24
Assistant County Attorney

C. Other Department Review:

Department Director

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

Healthy Mothers/Healthy Babies Coalition of Palm Beach County, Inc./License Agreement

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

This License Agreement made and entered into 2101/2024, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Healthy Mothers/Healthy Babies Coalition Of Palm Beach County, 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**

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

Healthy Mothers/Healthy Babies Coalition of Palm Beach County, Inc./License Agreement

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

A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

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

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

12. **Utilities**

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

13. **Rules of Premises**

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

14. **Subcontracting**

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

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:

Healthy Mothers/Healthy Babies Coalition Of Palm Beach County, Inc.
c/o Gonzalez, Michelle
4601 Lake Worth Road
Greenacres, FL 33462

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

17. **Severability**
If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.
18. **WAIVER OF JURY TRIAL**
THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.
19. **Governing Law and Venue**
This License Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the License Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.
20. **Recording**
Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.
21. **Time of Essence**
Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.
22. **Palm Beach County Office of the Inspector General**
Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
23. **No Third Party Beneficiary**
No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

24. E-Verify – Employment Eligibility

24.01 Licensee warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Licensee’s contractors and subcontractors performing any duties and obligations under this License are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

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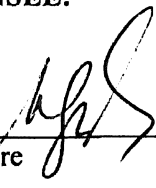
Healthy Mothers/Healthy Babies Coalition of Palm Beach County, Inc./License Agreement

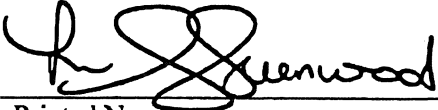
IN WITNESS WHEREOF, County and Licensee have executed this License Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESS:

LICENSEE:

By: Lisa Greenwood
Signature

By: 
Signature


Printed Name


Printed Name

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

By: 
Director, Facilities Development & Operations

APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

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

Mark  Digitally signed by Mark Broderick
DN: c=US, DC=pbcgov, OU=Enterprise,
OU=FDO, OU=Users, CN=Mark Broderick,
email=Mark.Broderick@pbcgov.org
By: MB Broderick I am the author of this document
Date: 2024.01.29 15:21:16-05'00'
Power PDF Editor Version: 12.1.0
Mark Broderick, FDO Business
And Community Agreements Manager

Exhibit "A"

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

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

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

Facilities Development & Operations Department (FDO)
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: Michelle Gonzalez
Name of
Organization/Licensee: Healthy Mothers, Healthy Babies Coalition of PBC, Inc
Address: 4601 Lake Worth Road
City: Greenacres State: FL Zip: 33463
Phone: (561) 665-4500 Email: mgonzalez@hmhbpbcc.org
Name of the Authorized Representative : Michelle Gonzalez, Lisa Greenwood, Lucinda Colon
Type of Entity: Public Agency Non-Profit Other (Specify) _____

2. REQUESTED PROPERTY

Name of Property: Florida Department of Health, Lantana/Lake Worth Health Center
(Please include room or area requested)
Address: 1250 Southwinds Drive - Room 1-311
City: Lantana State: FL Zip: 33462

3. NATURE OF USE: (Please check one)

Training Educational Recreational Meeting
 Non-profit Event Other Centering Pregnancy Program; medical assessment and educational group session

Does Use include the sale of Goods and/or Services? Yes No
Will User charge an Admission Fee and/or Participation Fee? Yes No
Amount to be charged for Admission Fee and/or Participation Fee: NA

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

To provide maternity care in accordance with the Centering Pregnancy® program model during the Department business hours of operation in collaboration with HMHB.

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: Weekdays – Monday - Friday (Continue through September 30, 2024)
Time(s) of Use: 8:00 am - 5:00 pm

6. EQUIPMENT

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

7. ADDITIONAL USERS

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

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

8. VENDORS

List all vendors of the Event: N/A

9. ADVERTISING

Will the event be advertised to the Public? Yes No

If yes, by what means?: Radio TV Other Through HMHB programs and marketing

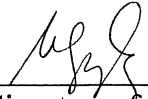
TO BE PROVIDED BY FDO (After evaluation of the Application):

1. FEES AND ADDITIONAL CHARGES

<input checked="" 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.


Signature of Authorized Representative

Date: 12-13-2023

Michelle Gonzalez, Chief Executive Officer
Printed Name and Title of Authorized Representative

APPROVED BY:


Director, Facilities Development & Operations Department

Date: 1/3/24

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

1. This License Agreement is for the sole and specific purpose of permitting Licensee to use meeting room 1-311 at the Lantana/Lake Worth Health Center ("Premises") to offer a unique and innovative program for prenatal and postpartum care in a group setting. No other use by the Licensee is permitted.
2. The Lantana/Lake Worth Health Center Administrator, Robert Campbell (561-547-6800; Robert.campbell@flhealth.gov) will serve as Licensee 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 shall not employ alternative electrical power sources without the approval of FDO.
5. Licensee shall be responsible for items left at the Premises by guests, workers, employees or representatives of the Licensee. The County shall not be responsible for items left behind by the Licensee.
6. Licensee shall not store, possess or use drugs or gambling devices at the Premises or permit others to do so.
7. Licensee shall not post signs, banners, posters or any other displays on or in the Premises or affix decorations to walls or ceilings without the approval of FDO.
8. Licensee shall not make any alteration, adjustment, modification, partition or improvement to the Premises, but shall be allowed to place additional, non-fixed, equipment in the Premises with prior FDO approval.
9. Licensee shall not employ noise amplification devices unless approved by FDO.
10. No special parking arrangements will be provided.
11. All accidents or incidents occurring on the Premises shall be immediately reported by the Licensee to the on-site staff.
12. In the event there is an emergency, dial 911 and then follow-up by reporting such emergency to an on-site 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 staff member.
13. In the event a Health Center Staff member is not available, such accident or injury shall be immediately reported by the Licensee to the Division of Facilities Management South

County Region at 561-276-1346 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.

14. 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.
15. 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 purpose that the County approves.
16. 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 PERSONAL PROPERTY OF LICENSEE, ITS EMPLOYEES, INVITEES, OR VOLUNTEERS WHILE AT THE PREMISES.
17. The term of this License Agreement will continue until September 30, 2024, the date the Memorandum of Agreement between the Florida Department of Health-Palm Beach County and the Licensee expires. If the Memorandum of Agreement is renewed, Licensee may apply for a new License Agreement.
18. Commencement of use of the Premises indicates acceptance, by the Licensee, of the Special Conditions of Use set forth herein.

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

This License Agreement made and entered into April 16, 2024, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Safety Council of Palm Beach County 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.

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Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

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

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

3. **License Fee**

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

4. **Termination**

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

5. **Waste or Nuisance**

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

6. **Governmental Regulations**

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

7. **Non-Discrimination**

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

Safety Council of Palm Beach County Inc./License Agreement

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

8. **Surrender of Premises**

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

9. **Maintenance and Repair**

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

10. **Indemnification of County**

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

11. **Insurance**

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

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

Safety Council of Palm Beach County Inc./License Agreement

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.

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:

Jonathan Porges, Vice President
Safety Council of Palm Beach County, Inc.
4152 W Blue Heron Blvd Ste. 110, Riviera Beach, FL, 33404

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

17. **Severability**

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

18. **WAIVER OF JURY TRIAL**

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

19. **Governing Law and Venue**

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

20. **Recording**

Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

21. **Time of Essence**

Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.

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

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

23. **No Third Party Beneficiary**

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

24. E-Verify – Employment Eligibility

24.01 Licensee warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Licensee's contractors and subcontractors performing any duties and obligations under this License are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

24.02 Licensee shall obtain from each of its contractors and subcontractors an affidavit stating that each contractor and subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Licensee shall maintain a copy of any such affidavit from contractors and subcontractors for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this License which requires a longer retention period.

24.03 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. If County has a good faith belief that Licensee's contractors or subcontractors have knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Licensee to terminate its contract with the contractor or subcontractor and Licensee shall immediately terminate its contract with the contractor or subcontractor. If County terminates this License pursuant to the above, Licensee shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this License was terminated. In the event of such contract termination, Licensee shall also be liable for any additional costs incurred by County as a result of the termination.

Remainder of this page left intentionally blank

Safety Council of Palm Beach County 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:

By: Natasha Garcia
Signature

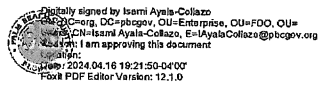
By: [Signature]
Signature

Natasha Garcia
Printed Name

JONATHAN ROGERS
Printed Name

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

By: Isami Ayala-Collazo
Director, Facilities Development & Operations



**APPROVED AS TO LEGAL
SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

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

By: Mark Broderick
Mark Broderick, Division Director II
FDO Business Operations Division

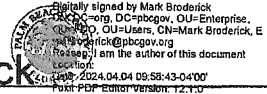


Exhibit "A"

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

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

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

Facilities Development & Operations Department (FDO)
PBCFacilityUsePermit@pbegov.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: Jonathan Porges
Name of Organization/Licensee: Safety Council of Palm Beach County
Address: 41512 W Blue heron Blvd Suite 110
City: Riviera Beach State: FL Zip: 33404
Phone: (561) 845-8233 Email: Jon@safetycouncilpbc.org / Dipclerk@safetycouncilpbc.org
Name of the Authorized Representative: Jonathan Porges
Type of Entity: Public Agency Non-Profit Other (Specify) _____

2. REQUESTED PROPERTY

Name of Property: North County & West County Senior Center
(Please include room or area requested)
Address: 5217 Northlake Blvd Palm beach Gardens FL 33418
City: 2916 SR #15 Belle Glade State: FL Zip: 33430

3. NATURE OF USE: (Please check one)

Training Educational Recreational Meeting
 Non-profit Event Other _____

Does Use include the sale of Goods and/or Services? Yes No

Will User charge an Admission Fee and/or Participation Fee? Yes No

Amount to be charged for Admission Fee and/or Participation Fee: \$15

Detailed description of the nature and purpose of use (attach additional sheets as necessary):
Mature drivers class the State of Florida Mandates an insurance discount for licensed drivers 55 and older who completes a state approved course will qualify for this discount. 6 hour course that reviews basic driving techniques and introduces techniques to help offset the effects of having a crash while driving

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: North County 3rd Fri/month & West County 3rd Thursday/month

Time(s) of Use: 9 : 00 AM/PM - 2 : 00 AM/PM See Exhibit "A-1" for exact times.

6. EQUIPMENT

Amount of Equipment Requested: 10 Tables 50 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: None

Address: _____

City: _____ State: FL Zip: _____

Phone: _____ Email: _____

Contact Person: _____

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

8. VENDORS

List all vendors of the Event: None

9. ADVERTISING

Will the event be advertised to the Public? Yes No

If yes, by what means?: Radio TV Other Social Media, Word of Mouth, Referral from Insurance Agents

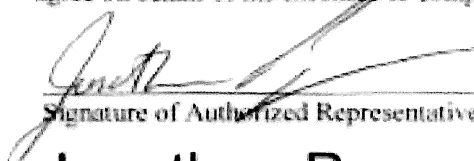
TO BE PROVIDED BY FDO (After evaluation of the Application):

1. FEES AND ADDITIONAL CHARGES

- License Fees \$ Waived
- Custodial Fees \$ _____
- Service Costs \$ _____
- Other Costs \$ _____

2. Special Conditions of Use: See attached Exhibit A-1

By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.



Date: April 2, 2024

Signature of Authorized Representative

Jonathen Porges

Printed Name and Title of Authorized Representative

APPROVED BY:

Isami Ayala-Collazo

Digitally signed by Isami Ayala-Collazo, DN: cn=Isami Ayala-Collazo, o=Hawaii, ou=Hawaii, ou=Isami Ayala-Collazo, email=iam.ayala@hawaii.gov, c=US, date=2024.04.16 15:21:05-0700, Ford PDF Editor Version: 12.1.0

Director, Facilities Development & Operations Department

Date: April 16, 2024

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

1. In the event there is an emergency, dial 911 and then follow-up by contacting one of the following on-site Senior Center Staff Members:

North County Senior Center

Hugo Montenegro, Community Center Manager, 561-694-5436

West County Senior Center

Renee Buckle, Assistant Community Center Manager, 561-992-1049

In the event a County Staff member is not available, such emergency, accident or injury shall be immediately reported by the User to the Division of Facilities Management North County at (561) 776-2051 or Division of Facilities Management West County Region at 561-966-2880; or if after 5:00 p.m. or on the weekends to the County's Division of Emergency Management 24-Hour Communications Center at 561-712-6428.

2. All announcements (verbal and written) bearing the County address or location of the Premises shall include the following disclaimer:

"This event is not sponsored by or affiliated with Palm Beach County"

3. The License Fee is waived. The use is to promote community interest and welfare and Licensee will not realize a profit from the use. The Licensee will charge a participation fee of \$15 for the classroom activity which will cover the costs of the materials and exam fee.

4. The requirements of paragraph 11 are waived.

5. The permitted dates of use are as follows:

North County Senior Center (9:00am – 3:00pm)

- Third Friday of each month

West County Senior Center (9:00am – 2:00pm)

- Third Thursdays of each month

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

Sunfest/License Agreement

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

This License Agreement made and entered into April 16, 2024, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Sunfest of Palm Beach County, 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, one year from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. **License Fee**

The Licensee shall pay the License Fee identified on the Application as determined by the County, together with applicable sales taxes thereon. Additional charges may accrue 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-

Sunfest/License Agreement

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

Sunfest/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 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.

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.

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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.

Sunfest/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:

Sunfest of Palm Beach County, Inc.
Attn: Dianna Craven, Executive Director
PO Box 425
West Palm Beach, FL 33402

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

17. **Severability**

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

18. **WAIVER OF JURY TRIAL**

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

19. **Governing Law and Venue**

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

20. **Recording**

Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

21. **Time of Essence**

Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.

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

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

23. **No Third Party Beneficiary**

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

24. E-Verify – Employment Eligibility

24.01 Licensee warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Licensee's contractors and subcontractors performing any duties and obligations under this License are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

24.02 Licensee shall obtain from each of its contractors and subcontractors an affidavit stating that each contractor and subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Licensee shall maintain a copy of any such affidavit from contractors and subcontractors for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this License which requires a longer retention period.

24.03 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. If County has a good faith belief that Licensee's contractors or subcontractors have knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Licensee to terminate its contract with the contractor or subcontractor and Licensee shall immediately terminate its contract with the contractor or subcontractor. If County terminates this License pursuant to the above, Licensee shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this License was terminated. In the event of such contract termination, Licensee shall also be liable for any additional costs incurred by County as a result of the termination.

Remainder of this page left intentionally blank.

Sunfest/License Agreement

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

WITNESS:

LICENSEE:

By: Suzanne
Signature

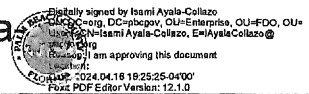
By: Stephanie Glavin
Signature

SUZANNE NEVE
Printed Name

Stephanie Glavin
Printed Name
President
Title

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

By: Isami Ayala Collazo
Director, Facilities Development & Operations



APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

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

By: Mark Broderick
Mark Broderick, Division Director II
Business Operations Division, FDO

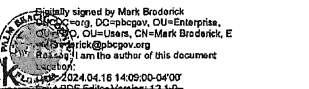


Exhibit "A"

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

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

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

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

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

1. USER/APPLICANT

Name of Applicant: Dan Goode, SunFest of Palm Beach County, Inc.
Name of Organization/Licensee: SunFest of Palm Beach County, Inc.
Address: P.O. Box 425
City: West Palm Beach State: FL Zip: 33402
Phone: 561.315.6692 Email: dgoode@sunfest.com
Name of the Authorized Representative : Stephanie Glavin, President
Type of Entity: Public Agency Non-Profit Other (Specify) _____

2. REQUESTED PROPERTY

Name of Property: Judicial Center Garage/4th Street Lot/GCC Parking Garage
(Please include room or area requested)
Address: Downtown West Palm Beach
City: West Palm Beach State: FL Zip: 33401

3. NATURE OF USE: (Please check one)

Training Educational Recreational Meeting
 Non-profit Event Other Parking

Does Use include the sale of Goods and/or Services? Yes No

Will User charge an Admission Fee and/or Participation Fee? Yes No

Amount to be charged for Admission Fee and/or Participation Fee: TBD

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

Parking for Sunfest.

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: May 3, 2024 / May 4, 2024 / May 5, 2024
5pm – 2am / 9am – 2am / 9am – 2am

Time(s) of Use: _____

6. EQUIPMENT

Amount of Equipment Requested: n/a Tables n/a Chairs

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

7. ADDITIONAL USERS

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

Name: n/a

Address: _____

City: _____ State: _____ Zip: _____

Phone: () - Email: _____

Contact Person: _____

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

8. VENDORS

List all vendors of the Event: United Parking (COI will be provided)

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 checked="" type="checkbox"/>	License Fees	\$	<u>24,000</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

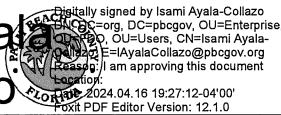
By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.

Daniel M. Goode **Date:** 3/14/2024
Signature of Authorized Representative

Dan Goode, Event Director

Printed Name and Title of Authorized Representative

APPROVED BY: Isami Ayala
-Collazo
Director, Facilities Development & Operations Department



Date: April 16, 2024

OTHER DEPARTMENTAL REVIEW (If necessary):

Signature of Director of Department **Date:** _____

EXHIBIT "A-1"

Special Conditions of Use

1. The license is being granted for the use of the following Premises:
 - a. Judicial Center parking garage and adjoining surface lot located at 505 Banyan Blvd.;
 - b. Governmental Center parking garage located at 215 N. Olive Avenue; and
 - c. Lot 4, 401 N. Olive Avenue

The intended use is for parking only. No other use is permitted. The Premises will be operated under standard County operational parking guidelines.

2. Use of any other County owned/operated parking-related facilities/locations, including but not limited to, break rooms, parking booths, restrooms, etc., are **not** permitted and are **not** included within this License Agreement.
3. The maximum parking capacity for the Judicial Center Parking Garage is 1,811, Governmental Center Garage, 538, and Lot 4 (both public metered and employee section) is 334. The approximate total number of parking spaces in all locations combined is 2,683 spaces. Licensee will be solely responsible for monitoring capacity and ensuring that the use does not exceed capacity. There shall be no parking except in designated, marked, parking spaces. Parking on grass, along curbs, in loading zones, access aisles or in below mentioned (Article #4) Government center reserved parking spaces is not permitted. Illegally or improperly parked vehicles may be ticketed via PBSO or towed at vehicle owners expense via PBC's contracted towing provider at PBSO or Parking Facilities staff discretion.
4. Government Center Garage reserved parking spaces: 5th level, Government Center garage shall be coned off for county vehicle use only for entire contracted use dates/times. 2nd and 3rd level reserved parking spaces may be utilized by Sunfest during contracted times with the exception of spaces 210 through 226-A.
5. Included within this license agreement are 100 Judicial Center parking garage spaces that may be utilized during normal garage operational hours on Friday, May 3, 2024 for Sunfest set up staff. These parking spaces are not guaranteed and their use will be on a first come/first parked basis. Sunfest must provide sequentially numbered and dated entrance/exit passes for these individuals each day. Passes will be collected and held by county parking staff if individual exits prior to 7:00 p.m. Sunfest staff parkers who upon exit prior to 7 p.m. are not in possession of this pass will be charged the normal JC Garage operational parking fee.
6. Notwithstanding anything herein to the contrary, Licensee shall permit parking at no cost, for participants in Court, County, Admin, or other Judicial and/or Government complex sanctioned programs, on all dates included within contract. Furthermore, Employees of such required to work during Sunfest parking operation hours shall be permitted to park at any of the facilities without charge.

7. The Licensee will assume all safety and security duties and responsibilities relating to the Premises during the authorized hours of use as set forth in this Agreement. The Licensee will assume and be solely responsible for the safety and security of the licensed Premises, all vehicles, Licensee's vendors, employees, agents, contractors and volunteers, and all public users of the Premises continuing for so long as any vehicle parked at the Premises during the licensed use remains in the Garage and ending when all vehicles are removed.
8. During the entire time of the requested use, Licensee shall place signs clearly posted at the entrances of both the Judicial Center and the Governmental Center garage that states: (i) the exact time that the garage will open; 2) that all vehicles must be removed by 2:00 am, and (ii) in the event a vehicle is left in the Premises after 2:00 am, the vehicle may be retrieved from the Premises on the next day that the facility is open to the public. Lot 4 being an open lot is the exception to this as the barrier gates shall remain raised until the following business day for normal County operation.
9. Licensee shall be responsible for the placement and removal of all signage regarding the licensed use on a daily basis.
10. User shall pay a fee in the amount of \$24,000.00 for use of the facilities and costs incurred by the County. Applicant shall deliver payment at least five (5) business days prior to the first date of use, to Facilities Development & Operations, Business Operations Division C/O Contract Analyst, 2633 Vista Parkway, West Palm Beach, FL 33411. **Please note:** Checks shall be made payable to Board of County Commissioners Palm Beach County.
11. Prior to the first day of use and prior to placing any signage in or on the Premises, User/Licensee shall coordinate an on-site visit with the County's Parking coordinator William Dart. Licensee/User shall comply with any additional conditions or instructions for usage which may be given during or result from such on-site visit.
12. Licensee will provide staff at each facility entrance gates when in operation to collect pre-sold parking passes and any on-site parking fees from Sunfest attendees. Any entrance in operation must have two (2) Sunfest provided staff members.
13. County will provide staff onsite for the duration of license to open and then close the facility as well as oversee the County owned parking facility equipment and grounds and to ensure safe and correct operation of equipment only.
14. Licensee is solely responsible for staffing of gates and collection of revenue generated by Sunfest attendees.
15. If Licensee employs a vendor in connection with the permitted use of the Premises, then such vendor shall provide and maintain at its sole cost and expense, in a form and content acceptable to the County: (i) Commercial General Liability Coverage at a limit of liability of not less than \$1,000,000 Each Occurrence; (ii) Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes; and (iii) Garage keeper's Liability Coverage with minimum limits of \$100,000 per occurrence against Comprehensive

and Collision/Upset causes of loss, when offering valet services. When a per vehicle sublimit applies, the minimum sublimit shall be \$50,000 per vehicle. An “on-hook” endorsement, or similar coverage, shall have a minimum limit of \$50,000 per vehicle providing physical damage legal liability for the same causes of loss above on any vehicle while in tow. Any per vehicle or per occurrence deductible shall be the vendor’s responsibility. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis. Notwithstanding the foregoing, County may require additional coverage(s) of the type(s) and in the amount(s) specified by the County based upon the requested use.

16. The Judicial Center Garages 4th level crossover bridge and Courthouse side escalator landing tower will not be available for pedestrian use during this event and will be secured at 7:00 pm each weekday evening and not opened on the weekend.
17. The Judicial Center Garage parking ticket dispensers will be disabled and the entrance gates opened for Sunfest operations on Friday, May 3, 2024, at 5:00pm and remain so until Sunday, May 5, 2024 (2:00 am Monday – May 6, 2024). Governmental Center and Lot 4 parking meters and barrier gates will follow the same above schedule unless otherwise requested by Licensee during operating times. Governmental Center and Lot 4 multi space parking meters will be covered during Sunfest contracted use.
18. Weekday operations, Sunfest parking operations only on Friday, May 3, 2024. Prior to 5:00pm, Sunfest attendees with parking passes will be allowed to enter the parking facility. Sunfest attendees who have paid to enter the Judicial facility after 5pm but leave prior to the garage’s normal weekday closing time of 7:00pm, must show Sunfest parking receipt to exit without charge. Sunfest attendees who have entered the facility prior to 5:00pm and exit prior to 7:00pm will be charged the normal operational parking fee.
19. Licensee shall be responsible for providing emergency access to the Premises during each period of licensed use as set forth in this Agreement. Licensee shall coordinate with the City of West Palm Beach Police Department regarding the foregoing.
20. The City of West Palm Beach Police Department is responsible for responding to emergencies at the Premises during the hours of licensed use pursuant to this Agreement.
21. Licensee is required to provide the County with evidence of extra duty permit officers from the Palm Beach County Sheriff’s Office (PBSO) for the patrolling of the Premises during the entire time of the licensed use. Licensee shall arrange and pay for a minimum of two (2) Deputy Sheriffs with a PBSO vehicle during the times specified below. The Licensee shall be required to contact the PBSO Contract Office directly at 561-687-6817 or 561-687-6818 or visit the PBSO website to obtain the Application for Extra Duty Police Service and shall email proof of the permit issuance and staffing to PBCFacilityUsePermit@pbcgov.org, prior to the first day of use. Failure to obtain and provide proof shall result in cancellation of the license.

The off duty officers should be on site on Friday from 6:00pm to 7:00am (Saturday), and on Saturday from 10:00am to 7:00am (Sunday), as well as on Sunday from 10:00am to 5:30am (Monday).

22. Licensee shall (i) remove any litter from the Premises on a daily basis and (ii) keep the Premises clean and clear of litter so as to prevent it from becoming unsightly. Litter shall not be disposed of in County trash receptacles/dumpsters and shall be removed from the Premises. Licensee shall be solely responsible for the costs of litter and trash collection/disposal resulting from the licensed use.
23. Licensee shall be solely responsible for all costs and expenses incurred by the County in returning the Premises to its original condition, which shall include, but not be limited to, the cost of towing abandoned vehicles and all costs and expenses of cleaning up litter or debris following the use.
24. Licensee must provide routine spill maintenance and/or barricade off areas of the Premises that become unsafe, slippery or wet during the licensed use until such time that Licensee has appropriately addressed and cleaned the area.
25. Any damage to the Garage, the parking surface, the parking gates, booths, parking meters and/or any other part of the Premises/facility, and/or incident, accident, or injury occurring on the Premises, or at the entrances/exits of the Premises, requiring a police or emergency response and occurring during the Licensee's use, must be immediately reported to the on-site County staff person, or to Facilities Management, at the contact number set forth below, prior to the Licensee leaving the Premises for the evening. Licensee is responsible for taking immediate action to barricade off damaged or unsafe areas from use, and post warning signs, or take such other steps as reasonably required in the situation to prevent further damage and/or injury to persons or property. County shall perform any necessary repairs and Licensee shall reimburse County for the costs of any damage to the facility occurring during Licensee's use, including damage to gates from vehicles exiting late after the event.
26. Licensee shall reimburse County within ten (10) days of invoice date for all costs and expenses incurred by County as set forth above.
27. Problems with the elevators, lights, or other facility related mechanical items occurring during the licensed use shall be reported to Facilities Management at the contact number set below and Command Center at: 561-712-6428.

28. Contact Information

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

County Representative:

Erika Clancy, Facilities Manager, at 561-355-2255 or William Dart, Parking Coordinator, at 561-355-1755, Cell 561-909-5935

User/Licensee Representative:

Dan Goode – (561) 315-6692

29. No alcoholic beverages shall be sold, used or consumed at the Premises.
30. Smoking is prohibited on the Premises, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.
31. User/Licensee shall not employ alternative electrical power sources without the approval of the FDO.
32. User/Licensee shall not store, possess or use drugs or gambling devices at the Premises or permit others to do so.
33. User/Licensee shall be responsible for all deliveries of equipment or other objects to the Premises.
34. All announcements (verbal and written) bearing the County address or location of the Premises shall include the following disclaimer:

“This event is not sponsored by or affiliated with Palm Beach County”

35. Commencement of use of the Premises indicates acceptance, by the User/Licensee, of the Special Conditions of Use set forth herein.