

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

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**Meeting Date:** September 10, 2024       **Consent**       **Regular**  
     **Ordinance**       **Public Hearing**

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**Department:** Facilities Development & Operations

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to receive and file:** a Standard License Agreement in favor of Florida Division of Emergency Management (FDEM) for the purpose of allowing FDEM to temporarily use a portion of the County’s Stockade Parking Lot (Property) as an emergency staging site in response to a State of Florida declared weather emergency.

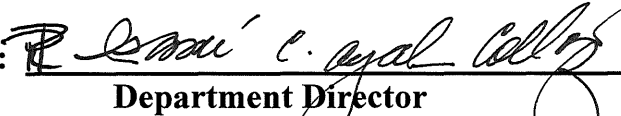
**Summary:** On June 13, 2024, FDEM submitted an Application for License to Use County-Owned Property to use the property to store equipment in response to a State-declared weather emergency resulting from major flooding in the South Florida area. Given the emergency circumstances surrounding the request, FDEM was granted immediate access to the Property on June 13, 2024 for a period of fifteen (15) days. The proposed Standard License Agreement (SLA) was fully executed on July 3, 2024, and applied retroactively to FDEM’s emergency use of the Premises from June 13, 2024, through June 27, 2024. The proposed SLA expired on June 27, 2024, and FDEM has since removed the equipment and terminated its use of the Property. 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 current standard form license agreement was approved by the Board of County Commissioners (BCC) on October 1, 2013. The attached Standard License Agreement has been fully executed on behalf of the BCC by the County Administrator’s designee, who in this case was the Director of the Facilities Development and Operations Department. The executed Standard License Agreement is now being submitted to the BCC to receive and file. There is no fiscal impact associated with approval of this item. **(Property & Real Estate Management) District 6 (HJF)**

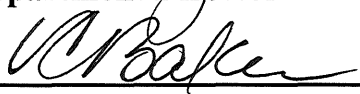
**Background and Justification:** On October 1, 2013, the BCC approved a revised Standard License Agreement designed to expedite and streamline the process for governmental or not-for-profit use of county-owned property for non-county activities that are not commercial in nature. The revisions to the SLA provide for selection of term, fee, and insurance/indemnity provisions based on whether the user is a government, not-for-profit, or for-profit entity. Additionally, the delegation of authority was expanded to include modifications to the insurance/indemnity provisions with the approval of Risk Management and the County Attorney’s Office. In response to a State-declared weather emergency occurring in the South Florida area, FDEM requested a temporary license to use a portion of the County’s Property to station three (3) eighteen-wheelers and three (3) trucks with trailers.

**Attachments:**

1. Location Map
2. Standard License Agreement (with Exhibits)

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**Recommended By:**       8/8/24  
    **Department Director**      **Date**

**Approved By:**       8/19/24  
    **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	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u>	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No x\_\_\_\_\_

Does this item include the use of federal funds? Yes \_\_\_\_\_ No x\_\_\_\_\_

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

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

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

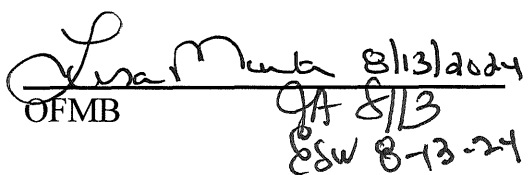
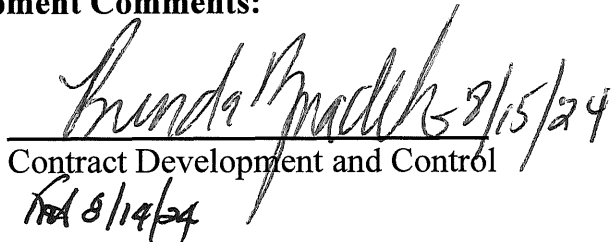
No fiscal impact.

Fixed Asset Number \_\_\_\_\_

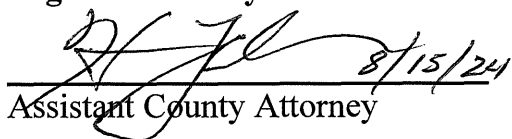
C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

<p><u></u> 8/13/2024                  OFMB JA 8/13                  ESW 8-13-24</p>	<p><u></u> 8/15/24                  Contract Development and Control                  RA 8/14/24</p>
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**B. Legal Sufficiency:**

 8/15/24  
 Assistant County Attorney

**C. Other Department Review:**

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

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

**Attachment #1**

**Location Map**

00-42-43-31-14-001-0000



673 Fairgrounds Rd



Location Map

**Attachment #2**

**Standard License Agreement (with Exhibits)**

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

This License Agreement made and entered into July 3, 2024, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and State of Florida, Division of Emergency Management ("Licensee").

**WITNESSETH:**

**WHEREAS**, Licensee has applied for a License to Use County-owned property on an emergency basis 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 located at 673 Fairgrounds Road in West Palm Beach; 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, 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 **Exhibit "B"** attached hereto and incorporated herein by reference. 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. 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 County, Licensee shall postpone its activity until County notifies the Licensee that it is safe to resume the activity.

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

This License Agreement shall commence retroactively on June 13, 2024 ("the Commencement Date"). The term of this License Agreement shall continue until the earlier of the time listed on the Application, three (3) years from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. **License Fee**  
No License Fee is assessed for the Application. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.
4. **Termination**  
Either party may terminate this License Agreement at any time upon written notice to the other party. Upon receipt of such written notice, this License Agreement shall terminate and the Parties shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. 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.
7. **Non-Discrimination**  
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.

As a condition of entering into this License, the Licensee represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Licensee shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in

the solicitation, 10 selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Licensee retaliate against any person for reporting instances of such discrimination. The Licensee shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Consultant understands and agrees that a material violation of this clause shall be considered a material breach of this License and may result in termination of this License, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Licensee shall include this language in its subcontracts as such subcontracts relate to the purposes described in the Application and this License 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. Alternatively, the Licensee may elect to complete the necessary repairs at its own expense and surrender the property in the same or similar condition as of June 13, 2024.

**10. Indemnification of County**

Both parties are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

**11. Insurance**

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

In the event that Licensee maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Licensee shall maintain said insurance policy at limits not less than \$500,000 each occurrence. 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.

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

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

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

Licensee's self-insurance or general liability insurance shall be primary with respect to any coverage afforded to or maintained by 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. **Sublicensing**

The Licensee may not sublicense or assign any rights, responsibilities or obligations of this License Agreement. Licensee may allow its vendors to access the property solely for the purposes described on the Application.

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 5:00 PM EST on a business day and on the next business day if transmitted after 5:00 PM EST or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Property and Real Estate Management  
Attn: Director  
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:

Florida Division of Emergency Management  
Attn: Regional Response Coordination Team  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399  
Phone: (850) 519-8581

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's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the entities, its officers, agents, employees, and lobbyists in order to ensure compliance with license requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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. **Interactions with County Staff**

In all interactions with each party's Staff, both parties and their employees will conduct themselves in a professional manner at all times and treat each other's staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this License Agreement and may result in termination of this License Agreement.

25. **Independent Contractor Relationship**

The Licensee is, and shall be, in the performance of all work services and activities under this License, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this License shall at all times, and in all places, be subject to the County's sole direction, supervision, and control. The Licensee shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Licensee's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County. The Licensee does not have the power or authority to bind the County in any promise, agreement or representation.


26. **Effective Date of Agreement**

This Agreement shall become effective only when signed by all parties (the "Effective Date").

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

WITNESS:

By:   
Signature

Taylor Cheney  
Printed Name

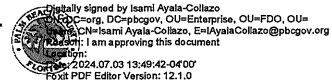
LICENSEE:

By:   
Signature

IAN GUIDICELLI  
Printed Name

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

**Isami Ayala-  
Collazo**



By: \_\_\_\_\_  
Director, Facilities Development & Operations

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By: /s/Yelizaveta B. Herman  
County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

By: Purvi Bhogaita  
Director, PREM

**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: State of Florida  
Name of  
Organization/Licensee: Florida Division Of Emergency Management - Executive Office of the Governor  
Address: 2555 Shumard Oak Blvd  
City: Tallahassee State: FL Zip: 32399  
Phone: (50 ) 519-8581 Email: Christina.Goetzman@em.myflorida.com  
Name of the Authorized Representative : Christina Goetzman  
Type of Entity:  Public Agency  Non-Profit  Other  
(Specify) \_\_\_\_\_

**2. REQUESTED PROPERTY**

Name of Property: "Parking Lot"  
(Please include room or area requested)  
Address: 673 Fairgrounds Road  
City: West Palm Beach State: FL Zip: 33411

**3. NATURE OF USE: (Please check one)**

Training  Educational  Recreational  Meeting  
 Non-profit Event  Other Response to Declared State of Florida Emergency

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):

Use as staging area for resources and staff in response to the South Florida flooding event.

#### 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: 06/13/2024 - 06/27/2024

Time(s) of Use: 00 : 01 AM/PM - 24 : 00 AM/PM 0001 - 2400

#### 6. EQUIPMENT

Amount of Equipment Requested: NA Tables NA Chairs

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

#### 7. ADDITIONAL USERS

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

Name: No Additional Users

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: None



**9. ADVERTISING**

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

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

**1. FEES AND ADDITIONAL CHARGES**

License Fees \$ \_\_\_\_\_  
 Custodial Fees \$ \_\_\_\_\_  
 Service Costs \$ \_\_\_\_\_  
 Other Costs \$ \_\_\_\_\_

2. Special Conditions of Use: NA

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.

**Ian Guidicelli** Digitally signed by Ian Guidicelli  
Date: 2024.06.13 16:34:16 -04'00'  
\_\_\_\_\_  
Signature of Authorized Representative

**Date:** 06/13/2024

**IAN GUIDICELLI, Response Bureau Chief, SERT Chief**  
\_\_\_\_\_  
Printed Name and Title of Authorized Representative

**APPROVED BY: Isami Ayala-Collazo** Digitally signed by Isami Ayala-Collazo  
DN: c=org, DC=pbogov, OU=Enterprise, OU=Users, CN=Isami Ayala-Collazo, E=IsamiAyalaCollazo@pbogov.org  
Reason: I am approving this document  
Date: 2024.07.03 13:50:33-04'00'  
Foxit PDF Editor Version: 12.1.0  
\_\_\_\_\_  
Director, Facilities Development & Operations Department

**Date:** \_\_\_\_\_

**OTHER DEPARTMENTAL REVIEW (If necessary):**  
  
\_\_\_\_\_  
Signature of Director of Department

**Date:** \_\_\_\_\_

EXHIBIT "B"

PREMISES

00-42-43-31-14-001-0000

673 Fairgrounds Rd

