

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 11, 2025 **Consent** **Regular** **Ordinance** **Public Hearing****Department: Facilities Development & Operations****I. EXECUTIVE BRIEF****Motion and Title: Staff recommends motion to receive and file:**

A) Federal Emergency Management Agency's (FEMA) standard License/Use Agreement, allowing FEMA to use portions of the County's Loxahatchee Grove Park to establish a short-term Mobile Disaster Recovery Center for the benefit of Palm Beach County residents impacted by Hurricane Milton, at no cost to the County; and

B) FEMA's standard License/Use Agreement, allowing FEMA to use portions of the County's Jupiter Farms Park to establish a short term Mobile Disaster Recovery Center for the benefit of Palm Beach County residents impacted by Hurricane Milton, at no cost to the County.

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 (BCC) by the County Administrator or designee, who in this case was the Director of the Facilities Development and Operations Department. FEMA's standard License/Use Agreements were approved in accordance with R2022-1440, as approved by the BCC on December 6, 2022. The executed documents are now being submitted to the BCC as a receive and file agenda item. **(FDO Admin) Countywide (MWJ)**

Background and Justification: The delegation of authority which provided authority for the County Administrator or designee to execute FEMA's standard License/Use Agreement was designed to expedite and streamline the process for FEMA's use of county owned property to benefit Palm Beach County residents. FEMA requires that the County execute its standard License/Use Agreement in order for FEMA to provide services to County residents.

Attachment:

1. FEMA Standard License/Use Agreement - Loxahatchee Grove Park
2. FEMA Standard License/Use Agreement – Jupiter Farms Park

Recommended By: MB  / 1/8/25
 Department Director Date

Approved By:  / 1/17/25
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0.00*</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X
Is this item using Federal Funds: Yes _____ No X
Is this item using State Funds: Yes _____ No X

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____

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

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

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 1/10/2024
OFMB 3 1/10 QA 1/10

[Signature] 1/14/25
Contract Development and Control
267 1.10.25

B. Legal Sufficiency:

[Signature] 1/15/25
Assistant County Attorney

C. Other Department Review:

Department Director

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



FEMA

LICENSE/USE AGREEMENT

- 1. Parties.** The Parties to this Agreement are the Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), and Palm Beach County, a political subdivision of the State of Florida. (Licensor.)
- 2. Authority.** This Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207, et seq.
- 3. Purpose.** FEMA desires to use, and the Licensor agrees to license and permit FEMA to use the following described property (hereinafter referred to as the "Premises") at no cost to FEMA:

Loxahatchee Groves Park
13901 Southern Blvd.
Loxahatchee Grove, FL 33470

FEMA will have access to the parking lot. FEMA may provide up to a 2,500 sqft tent, a light tower, a generator, an AC unit and 3 ADA compliant porta potties along with 2 standard porta potties and 5 handwashing stations; all to be stationed in the parking lot of the park. FEMA is not utilizing any stakes on the grounds.

A mobile communications operations vehicle may be stationed in the parking lot.

- 4. Scope.** The Licensor will authorize FEMA the use of the premises identified above for the following purposes:

FEMA will use the Premises primarily as a Disaster Recovery Center office where FEMA and the State of Florida will receive members of the public for the purpose of providing information such as the status of applications, and general information on disaster assistance programs. Other federal, state, local and voluntary organizations may also use the Premises to provide similar information on their programs.

Approximately 12 federal and 1 state employee will be occupying the facility during the following hours: 11:00am – 7:00pm, Monday through Sunday.

- 5. Duration.** This Agreement shall become effective upon execution, and expire no later than **December 9, 2024**, unless terminated prior to that date with 10 calendar days' notice from either party. The Agreement may be extended by mutual consent of the parties.



FEMA

6. Duties and Responsibilities.

a. Licensor shall:

- 1) At no cost to FEMA, maintain the premises in good repair and condition;
- 2) Provide FEMA with any keys or other instruments necessary to access the Premises, as needed by FEMA, and coordinate with FEMA to assist with limiting the access of third parties;
- 3) Maintain at Licensor's own expense existing electrical service and any existing lighting for the duration of this Agreement;
- 4) Permit FEMA to install, as necessary: fencing, portable toilets, additional lighting, generators, temporary guard shelters, signage, modifications necessary for the accessibility for people with disabilities, and other removable property necessary to carry out the intended use of the Premises; and,
- 5) Maintain insurance for liability, and for loss of or damage to the property, arising from the wrongful or negligent acts or omissions of third parties.

b. FEMA shall:

- 1) Maintain the Premises in clean and orderly condition;
- 2) Surrender the Premises in the same state and condition as it was in at the commencement of FEMA use and occupancy, including the removal of any items installed in accordance with 6a (4) above;
- 3) Provide for any required security or cleaning services under separate contract at FEMA expense; and,
- 4) Permit the Licensor to enter the Premises with approval of the designated FEMA Point of Contact, or as otherwise coordinated for routine entry or shared use, as described in paragraph 3 of this Agreement.

7. Non-Fund Obligor Agreement. Nothing in the Agreement shall authorize FEMA to obligate or transfer any funds in connection with FEMA's use and occupancy of the Premises. Any additional work or activity that would require the transfer of funds or the provision of goods or services among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activity must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority.



FEMA

8. **Liability.** Licensor and the United States each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this Agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this Agreement, each party's designated legal representatives will, within (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346 (b), 2671-2680 provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.

9. **Compliance with Applicable Law.** The Licensor shall comply with all Federal, state, and local laws applicable to either the Licensor as owner or the Premises (including, without limitation, laws applicable to construction, ownership, alterations, or operations), and the Licensor will obtain and maintain all required permits, licenses, and similar items, at no cost to FEMA.

10. **Applicable Law.** Federal law shall govern this Agreement and any dispute or claim arising from it.

11. **Warranty for Use of Premises.** Licensor warrants that the Premises may be used for the purposes intended by FEMA as described in this Agreement. Nothing in this Agreement shall be construed to create a duty on FEMA to inspect for toxic material or latent hazardous environmental conditions which could affect FEMA's intended use of the Premises. Any known hazardous environmental conditions which could affect FEMA's use of the Premises, known to the Licensor, must be disclosed to FEMA.

12. **Integrated Agreement:** This Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter.

13. **Points of Contact.**

a. The FEMA Point of Contact is:

Diamond Maldonado
Logistics Management Specialist
diamond.maldonado@fema.dhs.gov
(202) 735-4924

b. The Licensor's Point of Contact is:



FEMA

Armen Gregorian
Palm Beach County Emergency Program Coordinator
agregorian@pbc.gov
561-601-4751

14. **Other Provisions.** Nothing in this Agreement is intended to conflict with current law or regulations or the directives of DHS/FEMA. If a term of this Agreement is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

15. **Effective Date.** The terms of this Agreement will become effective on the date of signature of the authority representatives of all parties.

16. **Modification.** This Agreement may be modified upon the mutual written consent of the parties.

APPROVED BY:

Isami Ayala-Collazo
-Collazo

Digitally signed by Isami Ayala-Collazo
DN: DC=pbcgov, OU=Enterprise, OU=Users, CN=Isami Ayala-Collazo, E=iscollazo@pbc.gov
I am approving this document
Date: 2024.10.29 15:25:00-04'00'
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Isami C. Ayala-Collazo
Assistant County Administrator

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Date: 2024.10.29
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Andrew Friend
Federal Coordinating Officer
DR-4828-FL, DR-4834-FL

Date: _____

Date: _____

Approved as to Terms and Conditions

Paul Connell

Digitally signed by Paul Connell
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Date: 2024.10.29 12:27:09-04'00'
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Paul D. Connell
Parks and Recreation Dept. Deputy Director

Approved as to Legal Sufficiency

Michael W. Jones

Digitally signed by Michael W. Jones
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Reason: I am the author of this document
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Michael Jones
Chief Assistant County Attorney



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Jupiter Farms Park
16655 Jupiter Farms Rd.
Jupiter FL, 33478

FEMA will have access to the parking lot. FEMA may provide up to a 2,500 sqft tent, a light tower, a generator, an AC unit and 3 ADA compliant porta potties along with 2 standard porta potties and 5 handwashing stations; all to be stationed in the parking lot of the park. FEMA will not use stakes on the grounds of the park.

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FEMA

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APPROVED BY:

Isami Ayala
Collazo



Isami C. Ayala-Collazo
Assistant County Administrator

ANDREW D
FRIEND

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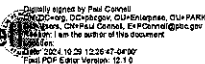
Andrew Friend
Federal Coordinating Officer
DR-4828-FL, DR-4834-FL

Date: _____

Date: _____

Approved as to Terms and Conditions

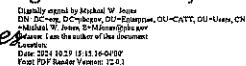
Paul D. Connell



Paul D. Connell
Parks and Recreation Dept. Deputy Director

Approved as to Legal Sufficiency

Michael W. Jones



Michael Jones
Chief Assistant County Attorney