

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

Meeting Date: August 20, 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 (Office of the Medical Examiner) for the period of May 2, 2024 through May 1, 2027, with Legacy Donor Services Foundation Inc. for tissue procurement, entailing a license fee of \$325 monthly and \$225 per case; and

B) 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 March 21, 2024 through March 24, 2024, with United Parking Systems Inc., for parking, entailing a license fee of \$22,000.

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 (BCC) 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 BCC on October 1, 2013. The executed documents are now being submitted to the BCC 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 – Legacy Donor Services Foundation Inc.
2. Standard License Agreement for Use of County-Owned Property – United Parking Systems Inc.

Recommended By: MR. YBH [Signature] 7/15/24
 ybh Department Director Date

Approved By: JC Baker [Signature] 7/22/24
 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	(\$31,500)	(\$22,800)	(\$22,800)	(\$22,800)	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$31,500)</u>	<u>(\$22,800)</u>	<u>(\$22,800)</u>	<u>(\$22,800)</u>	<u>0.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

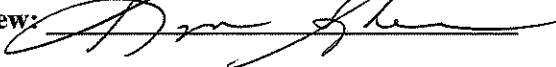
Is Item Included in Current Budget: Yes X No _____
Is this item using Federal Funds: Yes _____ No X
Is this item using State Funds: Yes _____ No X

Budget Account No:
 Fund 0001 Dept 410 Unit 5250 Revenue Source 6999 (United Parking Systems)
 Fund 0001 Dept 670 Unit 4100 Revenue Source 4900 (Legacy Donor Per Case)
 Fund 0001 Dept 670 Unit 4100 Revenue Source 4122 (Legacy Donor License Fees)

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


Regarding the agreement with Legacy Donor Services, the tissue is procured on an as-needed basis and the revenues above are estimated based on last year's estimates. An average of 7 cases per month @ \$225 per case is \$18,900 per year and the license fee of \$325.00 per month is \$3,900 per year, amounting to an estimated total of \$22,800 in revenue fees per fiscal year, FY 2024 estimates are based on 5 months (35 cases @ \$225 per case for \$7,875 and 5 months @ \$325 for a total of \$1,625 for a total of \$9,500), which is recorded to the Medical Examiner revenue account.

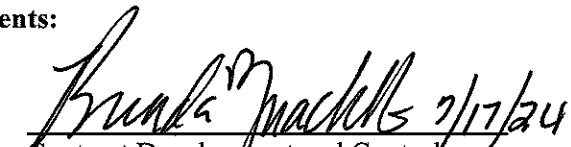
The Agreement with United parking Systems Inc. has a License fee of \$22,000 that is recorded to Facilities Development and Operations Facilities Management Division revenue account.

C. Departmental Fiscal Review: 

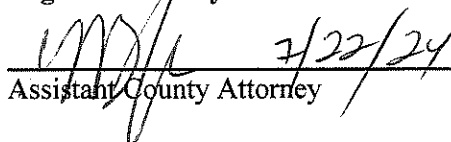
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB MD7116 Off 7/16


 Contract Development and Control
7/16/24

B. Legal Sufficiency:


 Assistant County Attorney 7/22/24

C. Other Department Review:

 Department Director

United Parking Systems Inc./License Agreement

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

This License Agreement made and entered into February 13, 2024, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and United Parking Systems 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-

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

United Parking Systems Inc./License Agreement

Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department.

Licensee shall also name the County as a Certificate Holder. The Certificate Holder shall read "Palm Beach County Board of County Commissioners, c/o FDO Business Operations Division, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603".

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

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

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

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.

United Parking Systems Inc./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:

Torres, Frederick E
105 S. Narcissus Avenue, Suite 500
West Palm Beach, FL 33401

United Parking Systems Inc./License Agreement

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.

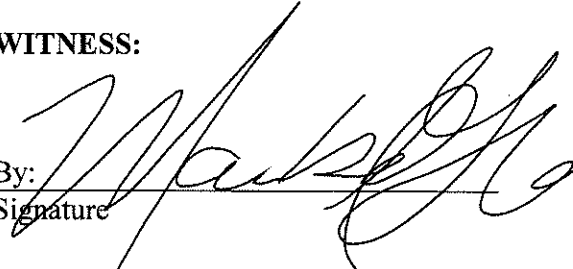
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United Parking Systems Inc./License Agreement

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: 
Signature

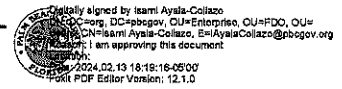
By: 
Frederick E. Torres, President

Maribel Guevara
Printed Name

Frederick E. Torres
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

APPROVED AS TO TERMS AND
CONDITIONS

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


Mark 
By: M.B. 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@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: United Parking Systems, Inc.
Name of
Organization/Licensee: United Parking Systems, Inc.
Address: 105 S. NARCISSUS AVENUE SUITE 500
City: WEST PALM HEACH State: FL Zip: 33401
Phone: (561) 312 – 8202 Email: ftorres@unitedparkingsystem.com
Name of the Authorized Representative : Frederick Torres
Type of Entity: Public Agency Non-Profit Other S Corporation
(Specify)

2. REQUESTED PROPERTY

Name of Property: Judicial Garage, Governmental Center, 4th Street Lot
(Please include room or area requested)
Address: 505 Banyan Blvd, GCC Garage, 4th Street Lot, 215 N Olive Blvd.
City: West Palm Beach State: FL Zip: 33401

3. NATURE OF USE: (Please check one)

Training Educational Recreational Meeting
 Non-profit Event Other Parking during the Boat Show Event

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: \$30-\$40.00
Detailed description of the nature and purpose of use (attach additional sheets as necessary):
Parking for the PBC Boat show

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: March 21, 2024 through March 24, 2024; The specific dates/times of use of each location to be more fully set forth in Special Conditions.
Time(s) of Use: 8:00 AM - 12:00 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: Applicant to contact PBSO to provide security for event.

9. ADVERTISING

Will the event be advertised to the Public? Yes No

If yes, by what means?: Radio TV Other Boat Show Website

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

1. FEES AND ADDITIONAL CHARGES

<input checked="" type="checkbox"/>	License Fees	\$	<u>22,000</u>
<input type="checkbox"/>	Custodial Fees	\$	<u> </u>
<input type="checkbox"/>	Service Costs	\$	<u> </u>
<input type="checkbox"/>	Other Costs	\$	<u> </u>

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

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



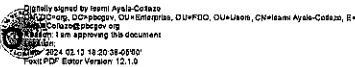
Date: 11/15/2023

Signature of Authorized Representative

Frederick E. Torres, President
Printed Name and Title of Authorized Representative

APPROVED BY:

Isami Ayala-Collazo



Date: 02/13/2024

Director, Facilities Development & Operations Department

OTHER DEPARTMENTAL REVIEW (If necessary):

Date: _____

Signature of Director of Department

EXHIBIT "A-1"

Special Conditions of Use re Standard License Agreement For Commercial Activity

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 (*Thursday, March 21, 2024 to Sunday, March 24, 2024*);
 - b. Governmental Center parking garage located at 215 N. Olive Avenue (*Saturday, March 23, 2024 to Sunday, March 24, 2024*); and
 - c. Lot 4, 401 N. Olive Avenue (*Saturday, March 23, 2024 to Sunday, March 24, 2024*);

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 the vehicle owner's 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 United Parking Systems Inc.(UPS) during contracted times with the exception of spaces 214 through 226-A.
5. Included within this License Agreement are 300 Judicial Center parking spaces that may be utilized during normal garage operational hours on Thursday, March 21, 2024 and Friday, March 22, 2024. These parking spaces are not guaranteed and their use will be on a first come/first parked basis. UPS must provide sequentially numbered and dated entrance/exit passes for attendees for each day. Passes will be collected by parking staff upon exit. Boat Show attendees who upon exit prior to 7 p.m. are not in possession of this pass will be charged the normal Judicial Center 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 between 6:00 a.m. and 5:00

p.m. Furthermore, Employees of such required to work during Boat Show 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 12:00 am, and (ii) in the event a vehicle is left in the Premises after 12:00 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 \$22,000.00 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, C/O Business & Community Agreements Manager, 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 Boat Show attendees. Any entrance in operation must have one (1) UPS provided staff member.
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 Boat Show 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 Boat Show operations on Saturday, March 23, 2024, at 8:00am and remain so until Sunday, March 24, 2024 at 12:00am. 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 Boat Show contracted use.
18. Weekday operations, Boat Show parking operations only: Thursday March 21, 2024, and Friday, March 22, 2024. Boat Show attendees who have paid to enter the Judicial facility after 8:00am but leave prior to the garage's normal weekday closing time of 7:00pm, must show Boat Show parking pass to exit without charge. Boat Show attendees who have entered the facility prior to 8:00am 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 one (1) Deputy Sheriff 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 officer should be on site from 6:00pm to 12:00am on Thursday and Friday, and from 12:00pm to 12:00am on Saturday and Sunday.

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: 561-355-6630.

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:

Freddy Torres, (561)-312-8202

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Services for CoAdvantage Jeffrey Rendel 250 Tequesta Drive Tequesta, FL 33418	CONTACT NAME: PHONE (A/C, No., Ext): (888) 925-2990 FAX (A/C, No): E-MAIL ADDRESS: coi@coadvantage.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED CoAdvantage Corporation Alt. Emp: United Parking Systems Inc 101 Riverfront Blvd Suite 300 Bradenton, FL 34205	INSURER A: American Zurich Insurance Company NAIC # 40142	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 23FL0901044725 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	WC 56-11-942-09	04/01/2023 04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period:	04/01/2023	04/01/2024	Client# 117996-FL

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

Coverage is provided for only those co-employees of, but not subcontractors to: Endorsements: Waiver of Subrogation	United Parking Systems Inc 105 S. Narcissus Ave Ste 500 West Palm Beach, FL 33401	Waiver of subrogation in favor of Palm Beach County Board of County Commissioners c/o FDO Business Operations Division, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603
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CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o FDO Business Operations Division 2633 Vista Parkway West Palm Beach, FL 33411-5603	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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FOR CDC USE ONLY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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COVERAGES CERTIFICATE NUMBER: 23FL0901044725 REVISION NUMBER:

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	Location Coverage Period:				04/01/2024 04/01/2025		Client# 117996-FL

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 West Palm Beach, FL 33401
 Waiver of subrogation in favor of Palm Beach County Board of County Commissioners
 c/o FDO Business Operations Division, 2633 Vista Parkway, West Palm Beach, Florida
 33411-5603

Endorsements: Waiver of Subrogation

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o FDO Business Operations Division 2633 Vista Parkway West Palm Beach, FL 33411-5603	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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