

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	*	0.00	0.00	0.00	0.00
# 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 _____ Revenue Source _____
 Fund _____ Dept _____ Unit _____ Revenue Source _____

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

*There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 9/24/24
 OFMB *QA* 9/24

[Signature] 9/25/24
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 9/27/24
 Assistant County Attorney for YBH

C. Other Department Review:

 Department Director

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

STANDARD EQUIPMENT USE AGREEMENT

THIS EQUIPMENT USE AGREEMENT is made and entered into on August 29, 2024, by and between **Palm Beach County**, a political subdivision of the State of Florida ("County"), and **Intersport, LLC**, hereinafter referred to as "User".

In consideration of the covenants and agreements hereinafter set forth the County hereby grants User the use of equipment as set forth herein.

SECTION ONE: EQUIPMENT USE AND TERM

County hereby agrees to provide the use of the equipment identified on the attached Exhibit "A", incorporated herein by reference (the "Equipment") and User acknowledges receipt of said Equipment. This Equipment Use Agreement is subject to the Special Conditions of Use as set forth in Exhibit "B", attached hereto and incorporated by reference.

This Agreement commences on **September 10, 2024** and ends on the earlier of **September 14, 2024** or upon County's notice of termination as set forth herein (the "Term"). The User shall discontinue use/return the Equipment at the conclusion of the Term.

The User acknowledges that the County is providing use of the Equipment without charge for the benefit of the public, and that the County may have occasions when the Equipment is required for County purposes. Therefore, the parties agree that, in the event the Equipment is needed by the County during the Term, or if either party desires to terminate the Agreement, for any reason whatsoever, either party may immediately terminate this Agreement and the User shall immediately discontinue use/return the Equipment to the County following the notice of termination.

SECTION TWO: COSTS

The User will not incur a fee for use or rental of the Equipment during the Term of this Agreement. However, User may incur other costs and expenses as further set forth in this Agreement or the Special Conditions of Use.

SECTION THREE: RISK OF LOSS AND DAMAGE

User shall be responsible for risk of loss and damage to the Equipment to the extent set forth in the attached Special Conditions of Use.

SECTION FOUR: INSURANCE AND INDEMNIFICATION

User shall provide the insurance and indemnity requirements as set forth in the attached Special Conditions of Use. Proof of insurance is required prior to delivery of the Equipment.

SECTION FIVE: NOTICES

All notices to the County concerning this Equipment Use Agreement shall be directed to the Business Operations Director, Facilities Development & Operations, 2633 Vista Parkway, West Palm Beach, FL 33411-5603, (561) 233-0206 (Fax) with a copy to Palm Beach County, Attn: County Attorney, 301 North Olive Avenue, 6th Floor, west Palm Beach, FL 3340], (561) 355-6461(fax). All notices to the User shall be directed to Account Supervisor, Kim Arnold at karnold@intersportnet.com (email), with a copy to Intersport's Legal and Business Affairs department at lba@intersportnet.com. For purposes of this Agreement, notice shall be in writing, and may be provided by U.S. Mail, hand delivery, other delivery service, or by facsimile or email.

SECTION SIX: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have 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 through 2440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION SEVEN: NO THIRD PARTY BENEFICIARY

No provision of this 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 Agreement, including but not limited to any citizen or employees of the County and/or User.

SECTION EIGHT: 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 User 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 Contract, the User 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 User 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, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the User retaliate against any person for reporting instances of such discrimination. The User 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 User understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, 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. User shall include this language in its subcontracts.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, County and User have executed this Equipment Use Agreement, on the day and year first above written.

WITNESS:

USER:

By: Samantha Maijer
Signature

By: Scott J Mendel
Signature

Samantha Maijer
Printed Name

Scott J Mendel
Printed Name

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

By: Scott J Mendel
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
MB Director, FDO Business Operations

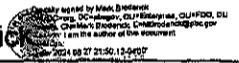


EXHIBIT "B"
SPECIAL CONDITIONS OF USE

1. Costs. User agrees to pay County \$ 0 for use of the Equipment.
2. Return of Equipment. The User acknowledges that the County is providing use of the Equipment during the hurricane season or during a period when County operations may require that the County must use the Equipment for County purposes. In the event the Equipment is needed by the County during the Term, at the sole discretion of the Facilities Development & Operations Department, County shall email a notice of termination to Kim Arnold at karnold@intersportnet.com and the User shall immediately discontinue use/return the Equipment, in no event later than within twenty-four (24) hours after email notice of termination. Notice of termination is final.

User understands that the Equipment would not be authorized for this proposed use, but for, User's agreement to return the Equipment as set forth herein in the event of a termination. User has accepted the Equipment being fully aware of the risk of this contingency. User takes full and complete responsibility for contingency planning to avoid disruption to its communications and/or operations and agrees that User will not rely solely on the Equipment for its safety or security communications and/or operations.

User is solely responsible for the performance and the operation of the Equipment and any damages or liability resulting from the use thereof. Should the County or User identify any malfunctioning Equipment, the User shall notify County and return the malfunctioning equipment to the County. In the case of stolen or lost Equipment, the User shall immediately notify the County of the same, in writing or via e-mail, and shall include within such notice the serial number of the Equipment that is lost or stolen.

3. Risk of Loss and Damage. User assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of User under this Agreement. In the event of loss or damage of any kind whatsoever to the Equipment, User shall, at County's option: (i) reimburse the County for the entire cost and expense of the repair of the Equipment; or (ii) pay to the County the full replacement cost of the Equipment without deduction for depreciation. User shall provide County with the reimbursement of repair costs and/or the replacement cost, if applicable, within fourteen (14) calendar days of User's receipt of an invoice from the County regarding the same.
4. Insurance. User 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, Automobile Liability Insurance covering all

owned, hired, and non-owned vehicles used in the event, and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes.

User 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 an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department.

User shall also name the County as a Certificate Holder. The Certificate Holder shall read "Palm Beach County Board of County Commissioners, c/o FDO, 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.

5. Indemnity. User shall protect, defend, reimburse, indemnify and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during, as a result of, or in connection with User's use of the Equipment. User assumes the risk associated with the use of the Equipment and agrees to hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, due to their acts, errors or omissions resulting in bodily injury, including death, or damage to User's property incident to or in connection with User's use of the Equipment.
6. Use. User is conducting the Auto Technician National Championship Competition ("Competition") and will have contestants conduct modifications on the Equipment that will demonstrate the technical expertise of the contestant performing the work on the Equipment.
7. Delivery. County shall deliver the Equipment to Tire Choice Auto Service Centers (1118 N. Dixie Hwy, West Palm Beach, Fl. 33401) ("Tire Choice") on the date and time mutually agreed to by the County and User. Upon the delivery of the Equipment, User will inspect the Equipment for any existing damage and report its findings to County. User shall then have Tire Choice replace the tires on the Equipment in accordance with Special Condition section 11. Upon the replacement of the tires, County shall drive the Equipment to the Palm Beach County Convention Center ("Convention Center"). Upon the arrival of the Equipment at the Convention Center, User will wash the exterior of the Equipment. Following the Equipment's wash, only the County shall be allowed to drive the Equipment inside the Convention Center to the designated location. At the conclusion of the

Competition, only the County shall be allowed to drive the Equipment to another designated section in the Convention Center. After the post-competition assessment, the County will remove the Equipment from the Convention Center.

8. Branding Decals. Upon delivery of the Equipment, User will affix pre-approved decals to be prominently displayed on the Equipment reflecting the Palm Beach County name and logo. User will work with County to design such decals and to determine the most prominent placement of the decals on the Equipment. County shall not incur or be responsible for any costs or fees related to the decals for the Equipment. At the conclusion of the Competition, User shall remove the decals from the Equipment and ensure that all residue from the decals is removed from the Equipment.
9. Equipment Modifications. During the Competition, User will be required to replace the same parts on each Equipment. Modifications may include, but are not limited to, tires, struts/shocks, and brakes.

User shall provide the County with a complete list of all proposed modifications that may be done on the Equipment throughout the Competition. Within three (3) days of receipt of the proposed modifications, County will review and approve the modifications that may be done on the Equipment throughout the Competition ("Approved Modifications").

All replacement parts used must be AutoZone brand parts. The parts will be provided at no cost to the County.

User is strictly prohibited from intentionally damaging or sabotaging any of the Equipment in any way. The purpose is solely to replace existing parts and not cause any damage to the Equipment.

10. Unfinished Work. Any procedures or modifications not completed by the Competition contestants within the allotted competition time will be completed by User after the Competition concludes.
11. Tires. User agrees to replace the tires on all Equipment prior to the Competition, pursuant to Special Condition 7. User shall replace the tires on each Equipment with new Yokohama tires, with specifications: P235/55R17.
12. Post-Competition Assessment. After the Competition, User and County will conduct a thorough post-competition assessment of all Equipment to ensure that only Approved Modifications were performed, and that all modifications were completed correctly and to County's satisfaction. User shall fix and/or correct, at User's sole cost, any deficiencies identified by County. If User is unable to fix and/or correct the deficiency, User shall be responsible for the damage to the Equipment as set forth in Special Condition section 3.
13. Driving Prohibited. Under no circumstances shall User or any contestant, judge, staff member, or any other individual be permitted to operate or drive any of the Equipment at any time during the event, with the sole exception being that Tire Choice staff may drive the Equipment onto and off its lifts to replace the tires as set forth in Special Condition 7. The Equipment are strictly for the purpose of performing the Approved Modifications and shall remain stationary throughout the Competition.

14. Equipment Return. User shall return the Equipment in the same or better condition than it was received.

"for CDC
use
only"

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 are included as additional insureds on a Primary and Non-contributory basis if required by written contract with respect to General Liability per the terms and conditions of the policy.

" For CDC use
only"

THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;
 in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
 - 1. The Limits of Insurance required by the written agreement between the parties; or
 - 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

" For CDC use
only"

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

FOR CDC USE ONLY

CERTIFICATE OF RESOLUTION

The undersigned hereby certifies that the following are true and correct statements:

1. That the undersigned is the Chief Executive Officer (insert title) of Intersport, LLC (insert business name) a limited liability company (insert business organization, i.e. corporation, LLC, LLP), organized and existing in good standing under the laws of the State of Illinois (Firm), and that the following Resolutions are true and correct Resolutions adopted by the members (insert form of management) of the Firm on the 22nd day of August, 2024, in accordance with the laws of the State of Illinois, (where Firm is organized) of the Firm, and the operating agreement (governing documents) of the Firm.

RESOLVED, that the Firm shall enter into that certain Contract between Palm Beach County, a political subdivision of the State of Florida, and the Firm, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that Scott Mendel, the Vice President of Strategic Partnerships of the Firm, is hereby authorized and instructed to execute such Contract and such other instruments as may be necessary and appropriate for the Firm to fulfill its obligations under the Contract.

2. That the foregoing Resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Firm is in good standing under the laws of the State of Florida or its state of formation, as provided above, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Contract.

IN WITNESS WHEREOF, the undersigned has set his/her hand and affixed the Seal of the Firm the 27th day of August, 2024,

Charles N Besser (Signature)

(SEAL)

Charles Besser, CEO (Print Name and Title)

STATE OF Illinois COUNTY OF COOK

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 27 day of August, 2024, by Charles Besser (name) as CEO (title) for Intersport LLC (firm), on behalf of the (choose one) corporation / company / partnership, who is X personally known to me or has produced (type of identification) as identification.

(Stamp/Seal)

Laurie M. Nicolazzi (Notary Signature) Notary Public, State of Illinois Laurie M. Nicolazzi (Print Notary Name)

Commission Number 884702 My Commission Expires 10-31-2026



FOR CDC USE ONLY

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Intersport, LLC
(User) and attest that User does not use coercion for labor or services as defined in section
787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.

Scott J Mendel
(signature of officer or representative)

Scott J Mendel SVP/GM
(printed name and title of officer or representative)

State of Illinois, County of Cook

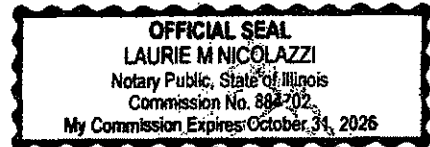
Sworn to and subscribed before me by means of physical presence or online notarization
this, 27 day of August 2024, by Scott Mendel

Personally known OR produced identification .

Type of identification produced _____

Laurie M. Nicolazzi
NOTARY PUBLIC
My Commission Expires: Oct 31, 2026
State of Illinois

(Notary Seal)



STANDARD EQUIPMENT USE AGREEMENT

THIS EQUIPMENT USE AGREEMENT is September 6, 2024 made and entered into by and between **Palm Beach County**, a political subdivision of the State of Florida ("County") and City of Riviera Beach, a municipal corporation of the State of Florida, hereinafter referred to as "User".

In consideration of the covenants and agreements hereinafter set forth the County hereby grants User the use of equipment as set forth herein.

SECTION ONE: EQUIPMENT USE AND TERM

County hereby agrees to provide the use of the equipment identified on the attached Exhibit "A", incorporated herein by reference (the "Equipment") and User acknowledges receipt of said Equipment. This Equipment Use Agreement is subject to the Special Conditions of Use as set forth in Exhibit "B", attached hereto and incorporated by reference.

This Agreement commences on September 9, 2024 and ends on the earlier of September 30, 2024, or upon County notice of termination as set forth herein (the "Term"). The User shall discontinue use/return the Equipment at the conclusion of the Term.

The User acknowledges that the County is providing use of the Equipment without charge for the benefit of the public, and that the County may have occasions when the Equipment is required for County purposes. Therefore, the parties agree that, in the event the Equipment is needed by the County during the Term, or if either party desires to terminate the Agreement, for any reason whatsoever, either party may immediately terminate this Agreement and the User shall immediately discontinue use/return the Equipment to the County following the notice of termination.

SECTION TWO: COSTS

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SECTION THREE: RISK OF LOSS AND DAMAGE

User shall be responsible for risk of loss and damage to the Equipment to the extent set forth in the attached Special Conditions of Use.

SECTION FOUR: INSURANCE AND INDEMNIFICATION

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SECTION FIVE: NOTICES

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SECTION SIX: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have 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 through 2440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, County and User have executed this Equipment Use Agreement, on the day and year first above written.

WITNESS:

USER:

By: Assn Fire Chief M.A. Johnson
Signature

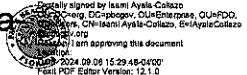
By: Ronnie L Felder
Signature

Mark A. Johnson
Printed Name

Ronnie L Felder
Printed Name

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

Isami Ayala
Collazo



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

APPROVED AS TO LEGAL
SUFFICIENCY

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

APPROVED AS TO TERMS AND
CONDITIONS

By: M.B. Mark Broderick
Mark Broderick, Director
Facilities Development & Operations
Business Operations Division

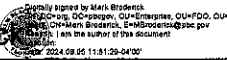


EXHIBIT "A"

Equipment Inventory
(Subject to change)

EQUIPMENT TYPE AND/OR SERIAL NO.	ASSET NUMBER	REPLACEMENT COST
Expired Bunker Gear	C1	\$100.00
Expired Bunker Gear	C11	\$100.00
Expired Bunker Gear	C19	\$100.00
Expired Bunker Gear	C26	\$100.00
Expired Bunker Gear	C27	\$100.00
Expired Bunker Gear	C28	\$100.00
Expired Bunker Gear	C29	\$100.00
Expired Bunker Gear	C3	\$100.00
Expired Bunker Gear	C31	\$100.00
Expired Bunker Gear	C32	\$100.00
Expired Bunker Gear	C35	\$100.00
Expired Bunker Gear	C36	\$100.00
Expired Bunker Gear	C36322976	\$100.00
Expired Bunker Gear	C37	\$100.00
Expired Bunker Gear	C38	\$100.00
Expired Bunker Gear	C39	\$100.00
Expired Bunker Gear	C40323272	\$100.00
Expired Bunker Gear	C41	\$100.00
Expired Bunker Gear	C423233591	\$100.00
Expired Bunker Gear	C44323293	\$100.00
Expired Bunker Gear	C44323450	\$100.00
Expired Bunker Gear	C44323462	\$100.00
Expired Bunker Gear	C44323469	\$100.00
Expired Bunker Gear	C44323492	\$100.00
Expired Bunker Gear	C44323498	\$100.00
Expired Bunker Gear	C44324483	\$100.00
Expired Bunker Gear	C4433	\$100.00

Expired Bunker Gear	C44333863	\$100.00
Expired Bunker Gear	C44353446	\$100.00
Expired Bunker Gear	C44353477	\$100.00
Expired Bunker Gear	C462957	\$100.00
Expired Bunker Gear	C46323458	\$100.00
Expired Bunker Gear	C46323459	\$100.00
Expired Bunker Gear	C46323474	\$100.00
Expired Bunker Gear	C46323475	\$100.00
Expired Bunker Gear	C46323560	\$100.00
Expired Bunker Gear	C46353565	\$100.00
Expired Bunker Gear	C46464699	\$100.00
Expired Bunker Gear	C48323396	\$100.00
Expired Bunker Gear	C483286	\$100.00
Expired Bunker Gear	C48343349	\$100.00
Expired Bunker Gear	C48343382	\$100.00
Expired Bunker Gear	C48353461	\$100.00
Expired Bunker Gear	C48373045	\$100.00
Expired Bunker Gear	C5	\$100.00
Expired Bunker Gear	C522955	\$100.00
Expired Bunker Gear	C5232	\$100.00
Expired Bunker Gear	C6	\$100.00
Expired Bunker Gear	C8	\$100.00
Expired Bunker Gear	P1	\$100.00
Expired Bunker Gear	P13	\$100.00
Expired Bunker Gear	P3630100	\$100.00
Expired Bunker Gear	P3630112	\$100.00
Expired Bunker Gear	P3630113	\$100.00
Expired Bunker Gear	P3630121	\$100.00
Expired Bunker Gear	P363260	\$100.00
Expired Bunker Gear	P363284	\$100.00
Expired Bunker Gear	P363293	\$100.00

Expired Bunker Gear	P3634118	\$100.00
Expired Bunker Gear	P382856	\$100.00
Expired Bunker Gear	P3830159	\$100.00
Expired Bunker Gear	P3832146	\$100.00
Expired Bunker Gear	P383258	\$100.00
Expired Bunker Gear	P4	\$100.00
Expired Bunker Gear	P4030140	\$100.00
Expired Bunker Gear	P403059	\$100.00
Expired Bunker Gear	P403070	\$100.00
Expired Bunker Gear	P4032127	\$100.00
Expired Bunker Gear	P4032131	\$100.00
Expired Bunker Gear	P4032149	\$100.00
Expired Bunker Gear	P403266	\$100.00
Expired Bunker Gear	P4228172	\$100.00
Expired Bunker Gear	P4228178	\$100.00
Expired Bunker Gear	P422880	\$100.00
Expired Bunker Gear	P423063	\$100.00
Expired Bunker Gear	P4234177	\$100.00
Expired Bunker Gear	P423478	\$100.00
Expired Bunker Gear	P4426173	\$100.00
Expired Bunker Gear	P4430106	\$100.00
Expired Bunker Gear	P4634170	\$100.00
Expired Bunker Gear	P4634180	\$100.00
Expired Bunker Gear	P4636174	\$100.00
Expired Bunker Gear	P14	\$100.00
Expired Bunker Gear	P16	\$100.00
Expired Bunker Gear	P2	\$100.00
Expired Bunker Gear	P21	\$100.00
Expired Bunker Gear	P23	\$100.00
Expired Bunker Gear	P27	\$100.00
Expired Bunker Gear	P28	\$100.00

Expired Bunker Gear	P3229195	\$100.00
Expired Bunker Gear	P323252	\$100.00
Expired Bunker Gear	P3430204	\$100.00
Expired Bunker Gear	P3434155	\$100.00
Expired Bunker Gear	P343687	\$100.00
Expired Bunker Gear	P362875	\$100.00
Expired Bunker Gear	P48	\$100.00
Expired Bunker Gear	P4828169	\$100.00
Expired Bunker Gear	P483089	\$100.00
Expired Bunker Gear	P4836143	\$100.00
Expired Bunker Gear	P4836175	\$100.00
Expired Bunker Gear	P5	\$100.00
Expired Bunker Gear	P5030166	\$100.00
Expired Bunker Gear	P8	\$100.00
Expired Bunker Gear	P9	\$100.00
TOTAL REPLACEMENT COST		\$10,400.00

Equipment Acknowledgement and Receipt (if applicable)

(A copy of the Equipment Inventory is to be signed by Agency at delivery of equipment)

Agency hereby acknowledges receipt and possession of the equipment identified on this Exhibit "A".

By: _____

Signature of Agency Representative

Date

9/9/2024

EXHIBIT "B"
SPECIAL CONDITIONS OF USE

1. Costs. The User acknowledges that the County is providing use of the Equipment without charge for the benefit of the public and that there is to be no private "for-profit" uses of the Equipment. This prohibition extends to private businesses, entities or persons who are providing services for a fee during a not-for profit or governmental event.

User hereby certifies that the Equipment will be used solely by the governmental agency and employees or volunteers, and that the Equipment will not be provided to any "for-profit" business or entity, or its contractors or employees. If User authorizes other governmental agencies or not-for-profit entities to use the Equipment, the User certifies that this prohibition will be explained to each user and each user must also comply with this use restriction.

2. Return of Equipment. The User acknowledges that the County is providing use of the Equipment during the hurricane season or during a period when County operations may require that the County must use the Equipment for County purposes. In the event the Equipment is needed by the County during the Term, at the sole discretion of the Facilities Development & Operations Department, County shall email a notice of termination to Benjamin Campbell at bcampbell@rivierabeach.org and the User shall immediately discontinue use/return the Equipment, in no event later than within forty-eight (48) hours after email notice of termination. Notice of termination is final.

User understands that the Equipment would not be authorized for this proposed use, but for, User's agreement to return the Equipment as set forth herein in the event of a termination. User has accepted the Equipment being fully aware of the risk of this contingency. User takes full and complete responsibility for contingency planning to avoid disruption to its communications and/or operations and agrees that User will not rely solely on the Equipment for its safety or security communications and/or operations.

User is solely responsible for the performance and the operation of the Equipment and any damages or liability resulting from the use thereof. Should the County or User identify any malfunctioning Equipment, the User shall notify County and return the malfunctioning equipment to the County. In the case of stolen or lost Equipment, the User shall notify the County of the same, in writing or via e-mail, and shall include within such notice the serial number of the Equipment that is lost or stolen.

3. Risk of Loss and Damage. User assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of User under this Agreement. In the event of loss or damage of any kind whatsoever to the Equipment, User shall, at County's option: (i) reimburse the County for the entire cost and expense of the repair of the Equipment; or (ii) pay to the County the full replacement cost of the Equipment without deduction for depreciation. User shall provide County with the reimbursement of repair costs and/or the replacement cost, if applicable, within fourteen (14) calendar days of User's receipt of an invoice from the County regarding the same.

4. Insurance. Florida Government Entity: User acknowledges without waiving the right to sovereign immunity as provided by Florida Statutes 768.28, that User is self-insured for general liability and automobile 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 User maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Florida Statutes 768.28, then User shall maintain said insurance policy at limits not less than \$500,000 each occurrence. User 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." The additional insured endorsement shall provide coverage on a primary basis. Compliance with the foregoing insurance requirements shall not relieve User of its liability and obligations under this License Agreement. User's self-insurance or general liability insurance shall be primary with respect to any coverage afforded to or maintained by the County.

5. Indemnity Each party shall be liable for its own actions and negligence and to the extent permitted by law; User shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the User's acts, errors or omissions in connection with this License Agreement. In the event the County shall be made a party to any litigation commenced against User or by User against any third party, then User shall protect and hold the County harmless in connection with such litigation and any appeals thereof. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's own negligent, willful or intentional acts or omissions. This Section shall survive termination of this Equipment Use Agreement.