Agenda Item: 3F2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	March 11, 2025	[x] []	Consent Workshop		gular blic Hearing
Submitted By:	Department of Airports				
	I. EXECUTI	VE BRIE	======= E		1
(License) with January 9, 2025 provided no ren a parking area	tle: Staff recommends moting Gitibin and Associates, LLC, or and expiring on January 31, 20 ewal shall extend beyond Aprilipat the Palm Beach International 115.00 per week.	d/b/a Go 025, with 30, 2025	Rentals (Go automatic we , for overflow	Rentals), ekly renew parking of	commencing als thereafter, rental cars on
The License proparking of renta	Rentals requested short-term ovides Go Rentals the use of thing cars. Delegation of authorical was approved by the Board AH)	rty-nine (i ty for ex	39) parking specution of the	oaces at Pl e standard	BI for overflow form County
	nd Justification: Go Rentals onaire Rental Car Operator Gro				
Attachments:					
1. License Agre	eement (1) (w/Exhibit A)				
					
Recommended	I By: Department D	irector	<u>De</u>	/ / Da	123/25 te
Approved By:	Assistant County	Admini	strator	2/ Da	03/25 vie
•	Assistant County	/ Admini	strator	/ Da	vte

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fis	cal Impact:								
Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	2028	<u>2029</u>				
Capital Expenditures Operating Costs Operating Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	(\$378)	\$-0-	\$-0-	\$-0-	\$-0-				
# ADDITIONAL FTE POSITIONS (Cumulative)	***	***************************************	***************************************						
Is Item Included in Current Bu Does this item include the us Does this item include the use	e of federal f								
Budget Account No: Fund <u>4</u> Reporting Car		ent <u>120</u> L	Init <u>8340</u> R	esource <u>441</u>	16_				
B. Recommended Sources o	f Funds/Sumr	mary of Fisc	al Impact:						
The License fee is \$115.00 per week, commencing on January 9, 2025 and expiring on January 31, 2025. The fiscal impact above illustrates prorated payment of the License fee based on 23 days per the License. C. Departmental Fiscal Review: C. Departmental Fiscal Review:									
	III. REVIEW	COMMENT	<u>s</u>						
A. OFMB Fiscal and/or Contr	act Developm	ent and Cor	itrol Comme	nts:					
June Mente 1/2 OF 1/24 OFMB OFA	7/2025 1/201		MMO Contract	Maclosope Dev. and Co					
B. Legal Sufficiency:									
Assistant County Attorney	<u>-28</u> -25								
C. Other Department Review	:				•				
Department Director									
(THIS SUMMARY IS NOT TO	BE USED AS	A BASIS FO	R PAYMENT	-)					

LICENSE AGREEMENT

WITNESSETH:

WHEREAS, County, by and through its Department of Airports ("Department"), is the owner and operator of the Palm Beach International Airport ("Airport"); and

WHEREAS, Licensee is the Tenant under that certain Nonconcessionaire Rental Car Operator Ground Transportation Permit dated August 22, 2023 (R2024-1375), ("Permit"), providing for ground transportation on the Airport and has requested to use certain lands at the Airport for overflow parking of rental cars; and

WHEREAS, County is the owner of that certain real property as more particularly depicted on the attached Exhibit "A"; and

WHEREAS, County is willing to grant Licensee a revocable license to use the Licensed Property for overflow parking purposes in connection with Licensee's operations elsewhere at the airport, as 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 grants the Licensee a non-exclusive, revocable license to use the Licensed Property (as hereinafter defined) upon the following terms and conditions:

ARTICLE 1 BASIC PROVISIONS

- 1.01 Recitals. The foregoing recitals are true and correct and incorporated herein.
- 1.02 <u>Licensed Property.</u> The Licensed Property, which is the subject of this Agreement, consists of approximately thirty-nine (39) parking spaces, is more particularly identified in red in Exhibit "A", attached hereto and incorporated herein (the "Licensed Property").

ARTICLE 2 LENGTH OF TERM AND COMMENCEMENT DATE

The term of this Agreement shall commence on the Effective Date written above ("Commencement Date") and expire on January 31, 2025, unless terminated earlier as provided for herein. This Agreement shall be automatically renewed for one (1) week intervals thereafter (each, a "Renewal Term"), unless terminated earlier as provided for herein; provided, however, no Renewal Term shall extend beyond April 30, 2025; and further provided, either party may terminate this Agreement upon providing no less than five (5) days advance written notice to the other party prior to the expiration of the then current term. The Initial Term and Renewal Term shall be collectively referred to as the "Term".

Page 1

Standard Form Approved 11/20/2007 R2007-2070

ARTICLE 3 LICENSE FEE

- 3.01 <u>License Fee.</u> Licensee shall pay to County, for the use and occupancy of the Licensed Property a license fee in the amount of One Hundred Fifteen Dollars (\$115.00) per week together with applicable sales taxes thereon. The license fee shall be payable upon receipt of the invoice, without demand and without any deduction, holdback or set off whatsoever, throughout the Term of this Agreement with the first payment becoming due and payable on the Commencement Date.
- 3.02 Commencement and Time of Payment of License Fee. The license fee shall be due upon the Commencement Date and shall be payable upon receipt of invoice, in advance, on or before the first (1st) day of each and every month throughout the Term of this Agreement without demand. Any license fee for a partial week shall be prorated based on the actual number of days in such calendar week. All payments must be delivered (together with applicable sales taxes), without demand and without any deduction, holdback or set off whatsoever, to: Palm Beach County Department of Airports, 846 Palm Beach International Airport, Finance Division, West Palm Beach, Florida 33406, or at such other address as may be directed by the Department from time to time. Payments shall be made payable to "Palm Beach County."

ARTICLE 4 CONDUCT OF BUSINESS AND USE OF LICENSED PROPERTY BY LICENSEE

- 4.01 <u>Use of the Licensed Property</u>. Licensee shall use the Licensed Property solely and exclusively for overflow parking in connection with Licensee's Permit. Paid parking shall not be permitted on the Licensed Property. Licensee shall not use, permit or suffer the use of the Licensed Property for any other business or purpose whatsoever.
 - a. Concessionaire acknowledges there are thirty-nine (39) parking spaces. Only those parking spaces shall be used;
 - b. Concessionaire shall only park operable vehicles in the Licensed Property;
 - c. Concessionaire shall not park or store damaged vehicles in the Licensed Area at any time;
 - d. Concessionaire shall not perform or allow any type of vehicle service, maintenance, repair, including, but not limited to, body repair of any kind, oil changes, fueling or defueling to occur in the Licensed Area;
 - e. Lighting and or security is the responsibility of the Concessionaire. Changes and/or additions require written approval by County; and
- 4.02 <u>Improvements</u>. Licensee shall make no improvements, alterations or additions to the Licensed Property whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion.
- 4.03 <u>Condition of the Licensed Property.</u> Licensee accepts the Licensed Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Licensed Property including, but not limited to, any warranties or representations relating to the physical condition of the Licensed Property or any improvements located therein, or the suitability of the Licensed Property or any improvements for the Licensee's intended use. Licensee acknowledges there is no utility service on the Property including, but not limited to electricity for parking lot lighting.
- 4.04 Waste or Nuisance. Licensee shall not commit or suffer to be committed any waste upon the

Licensed Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Licensed Property.

- 4.05 <u>Compliance with Laws.</u> Licensee shall, at its sole cost and expense, secure any and all required licenses and permits and shall comply with all local, state and federal laws pertaining to Licensee or its use of the Licensed Property, including all applicable zoning, building and fire laws and regulations. Licensee acknowledges and agrees that County has made no representations whatsoever regarding Licensee's ability to use the Licensed Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Licensed Property with or without Licensee's consent or knowledge comply with all applicable laws on the Licensed Property. Licensee shall indemnify, defend and save County 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. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Agreement.
- 4.06 <u>Non-Discrimination</u>. Licensee shall, at all times during the Term of this Agreement, and any extension thereof, comply with the County and Federal nondiscrimination provisions of the Concession Agreement, which provisions are incorporated herein by reference. Any amendments to such provisions to the nondiscrimination provisions of the Concession Agreement shall apply equally to this Agreement.
- 4.07 <u>Surrender of the Licensed Property.</u> Unless otherwise agreed to by County in writing, upon expiration or earlier termination of Licensee's license to use the Licensed Property, Licensee, at its sole cost and expense, shall surrender the Licensed Property to the County, and restore the condition of the Licensed Property to at least the same condition as the Licensed Property was in as of the Commencement Date of this Agreement.
- 4.08 <u>County's Right to Enter.</u> County shall have the right to enter the Licensed Property at any time, without notice, for any purpose whatsoever. County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Licensed Property; provided, however, County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County work activity must take place within the Licensed Property during Licensee's operating hours, which will disrupt or interfere with the Licensee's operations, County will endeavor to provide prior notice to Licensee. The notice requirements provided under Section 10.04 shall not apply to this Section.

ARTICLE 5 REPAIRS AND MAINTENANCE OF LICENSED PROPERTY/SECURITY

- Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Licensed Property. All portions of the Licensed Property and all improvements erected on the Licensed Property shall be kept in good repair and condition by Licensee. Licensee shall maintain the Licensed Property free of trash and debris. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Licensed Property to County in good repair and condition as specified herein, free of all improvements constructed by Licensee, if any. In the event of any damage to the Licensed Property, County may complete the necessary repairs or maintenance of the Licensed Property and Licensee shall reimburse County for all expenses incurred by County in doing so, plus a twenty-five percent (25%) administrative fee, within fifteen (15) days after written request for reimbursement from County.
- 5.02 Security. Licensee acknowledges and accepts full responsibility for the security and protection of the Licensed Property and any and all personal property and improvements now existing or hereafter placed on or installed in or upon the Licensed Property, and for the prevention of unauthorized access to the Licensed Property. Licensee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County

Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Licensed Property, shall be the sole responsibility of Licensee and shall involve no additional cost to County.

ARTICLE 6 INSURANCE

Maintenance of Insurance. Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement, and any extension thereof, the insurance coverages and limits set forth in the Lease, which insurance coverages are incorporated herein by reference. The requirements contained therein, as well as County's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

ARTICLE 7 INDEMNIFICATION

Licensee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Licensed Property; (ii) the occupancy or use by Licensee of the Licensed Property or any part thereof; or (iii) any act or omission of Licensee, its agents, contractors, employees or invitees. In the event the County is made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or earlier termination of this Agreement.

ARTICLE 8 ASSIGNMENT

Licensee may not assign, sublet or rent any portion of the Licensed Property.

ARTICLE 9 REVOCATION OF LICENSE/DEFAULT

- 9.01 <u>Revocation of License.</u> Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a non-exclusive license to use the Licensed Property, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.
- 9.02 <u>Termination for Convenience by Licensee.</u> Licensee may terminate this Agreement for convenience upon written notice to County, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement.
- 9.03 <u>Default.</u> Failure to perform or observe any of the agreements, covenants or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement. A default by Licensee of the Contract, or any permit, lease or other agreement between County and Licenses, which default has not been cured within the applicable cure period provided in such Contract, permit, lease or other agreement, shall constitute a default of this agreement.

ARTICLE 10 MISCELLANEOUS

10.01 <u>Subordination to Bond Resolution.</u> This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented ("Bond Resolution"), and County and Licensee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

10.02 <u>Subordination to State/Federal Agreements.</u> This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Licensed Property are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Licensee understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

10.03 Entire Agreement. This 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 concerning the Licensed Property. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

10.04 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 overnight mail, telecopied or faxed (provided in each case a receipt is obtained), 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 overnight mail, 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:
 Palm Beach County Department of Airports
 Attn: Airport Director
 846 Palm Beach International Airport
 West Palm Beach, FL 33406-1470
 Fax: (561) 471-7427

(b) If to the Licensee at:
 Gitibin and Associates, LLC,
 d/b/a Go Rentals
 4300 Campus Drive, Suite 100
 Newport Beach, CA 92660

- Either party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.
- 10.05 Recording. Licensee shall not record this Agreement or any memorandum or short form thereof.
- 10.06 <u>Waiver of Jury Trial.</u> 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 Agreement.
- 10.07 Governing Law and Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.
- 10.08 <u>Time of Essence</u>. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.
- 10.09 <u>Captions</u>. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.
- 10.10 <u>Severability.</u> In the event that any section, paragraph, sentence, clause or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
- 10.11 <u>Waiver.</u> No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
- 10.12 Office of the Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Licensee, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 10.13 No Third Party Beneficiaries. 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 County and/or Licensee.
- 10.14 Scrutinized Companies. As provided in Section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the Licensee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, Florida Statutes. Pursuant to Section 287.135(3)(b), Florida Statutes, if Licensee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County. When the Agreement value is greater than \$1 million: As provided in Section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the Licensee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. If the County determines, using credible information available to the public, that a false certification has been submitted by Licensee, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, Florida

Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

- 10.15 <u>Human Trafficking Affidavit</u>. Licensee warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Licensee has executed Exhibit "B", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.
- 10.16 Effective Date. This Agreement shall become effective when executed by the parties hereto.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

WITNESSES:

Signature

Signature

Typed or Printed Name

Many 1

Typed or Printed Name

PALM BEACH COUNTY, FLORIDA, POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

Director of Airports

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne Vollygen: County Attorney

LICENSEE:

GITIBIN AND ASSOCIATES, LLC

D/B/A GO RENTALS

By: Kaye Gifibin, CEO

(Seal)

ratire .

Typed or Printed Name

TNESSES:

Signature

THOMAS OLCESE

Typed or Printed Name

THOMAS OLCESE
Notary Public-State of Florida
Commission # HH 231302
My Commission Expires
February 20, 2026

G:\AGREEMENT LIBRARY\Gitibin dba GoRentals\Agmt\Overflow Parking License 1.6.25.docx

EXHIBIT "A" THE LICENSED PROPERTY

A PARCEL OF LAND CONTAINING APPROXIMATELY 7,200 SQUARE FEET (39 PARKING SPACES)



EXHIBIT "B"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of GITIBIN 3 ASSOC. Sha GO PENTALS
Licensee and attest that Licensee 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.

(signature of officer or representative)

State of Florida

County of DADE

Sworn to and subscribed before me by means of A physical presence or online notarization this,

(ITH day of JANIARY 2024 by

Personally known OR produced identification C.

Type of identification produced CALIFORNIA DRIVERS LICENSE

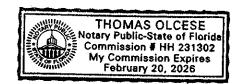
THOMAS OWESE

NOTARY PUBLIC

My Commission Expires: FEA 20, 2020

State of FLORISA at large

(Notary Seal)



AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF _	FLORIDA
	(State)
COUNTY OF	FPALM REACH
	(County)

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

	1.	The und	ersigned is	the CE	<u> </u>		of	171	81N =	AS	SOC	dba	Go	rental)	>
						er, Member, ei	(c.)		(com	ipany	name)	•			
a	limited	liability	company	organized	and	existing	under	the	laws	of	the	State	of		
E	LORID	<u>A</u> ("(Company").		_									
	(State)														

- 2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.
- 3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
- 4. The company is a [select (a) or (b)] (a) manager managed or (b) member managed limited liability company.
- 5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
- 6. The undersigned has the right and authority to enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.
- 7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.
- 8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

KANE GITIBIN, Individually and as [print name]
[select one: Manager or Member]

FURTHER AFFIANT SAYETH NAUGHT,

Sworn to (or affirmed) and subscribed before me by mea	ans of [select one] Aphysical
presence -OR- online notarization, this	
2025, by RAYE GITIBIN [name of person making state	tement]
[select one] Manager/Member of GITIBIN & ASSOCIATE	
	pany name]
	ny, who [select one] is personally
known to me -OR- produced CALIFIRNIA DRIVERS	UCENIF , as
identification and who did take an oath.	•
Print Notar NOTARY State of My Commi	y Name PUBLIC FLORINA at large ission Expires:
No.	THOMAS OLCESE Diary Public-State of Florida Commission # HH 231302 My Commission Expires February 20, 2026



Palm Beach County Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date
DX00002494	Gitibin and Associates, LLC.	Modified	Compliant with Minor/Expiring Deficiencies			
		A++p , XV	Philadelphia Indemnity Insurance Company	PHPR2006785003	11/1/2024	11/1/2025
		A++p , XV	Philadelphia Indemnity Insurance Company	phub887062015	11/1/2024	11/1/2025
		A++p , XV	Philadelphia Indemnity Insurance Company	PHPK2618095020	11/1/2024	11/1/2025
		A+g , XV	Everest National Insurance Company	CA10002332241	8/21/2024	8/21/2025

Risk Profile:

Standard - General Services

Required Additional Insured: Palm Beach County Board of County Commissioners

Ownership Entity:



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Limited Liability Company GITIBIN & ASSOCIATES, LLC

Filing Information

Document Number

M23000001489

FEI/EIN Number

33-0684706

Date Filed

02/01/2023

State

CA

Status

ACTIVE

Principal Address

4300 CAMPUS DRIVE, STE 100 NEWPORT BEACH, CA 92660

Mailing Address

4300 CAMPUS DRIVE, STE 100 NEWPORT BEACH, CA 92660

Registered Agent Name & Address

REGISTERED AGENTS INC 7901 4TH ST N STE 300 ST. PETERSBURG, FL 33702

Authorized Person(s) Detail

Name & Address

Title MGR

GITIBIN, KEYGHOBAD 4300 CAMPUS DRIVE, STE 100 NEWPORT BEACH, CA 92660

Title MGR

GITIBIN, KEYKAVOUS 4300 CAMPUS DRIVE, STE 100 NEWPORT BEACH, CA 92660

Annual Reports

Report Year

Filed Date

2024

07/12/2024

https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=GITIBINA...

Document Images

 07/12/2024 -- ANNUAL REPORT
 View image in PDF format

 02/01/2023 -- Foreign Limited
 View image in PDF format

Florida Department of State, Division of Corporations