

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

---

**Meeting Date:** November 18, 2008       Consent       Regular  
 Public Hearing

**Department:** Public Safety

**Submitted By:** Division of Animal Care and Control

---

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to adopt: a Resolution authorizing the County Administrator, or his designee, to execute a Standard Form License Agreement for the use of properties managed by the Division of Animal Care and Control, which will become effective upon adoption.

**Summary:** The Division of Animal Care and Control occasionally receives requests for the use of Division managed properties, including but not limited to, requests to use parking spaces for mobile spay/neuter clinics and portable pet adoption mobiles. On occasion, these requests are made with insufficient time to process an agenda item for Board approval. This Resolution establishes a Standard Form License Agreement, which will authorize the County Administrator, or his designee, to grant a revocable license on behalf of the Board for use of property managed by the Division. Countywide (SF)

**Background and Justification:** The Division of Animal Care and Control does not currently have the authority to grant a license for the use of property managed by the Division, without prior Board approval. Approval of this Resolution will enable the Division of Animal Care and Control to grant a revocable license to utilize property managed by the Division when deemed to be in the public interest.

**Attachments:**

Resolution

---

Recommended by: *Vuit Bonvento*      10/15/08  
Department Director      Date

Approved by: *Vuit Bonvento*      10/15/08  
Asst. County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT*</b>	See below	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	0	_____	_____	_____	_____
<b>Is Item Included in Current Budget?</b>	Yes _____		No _____		
<b>Budget Account No.:</b>	Fund _____	Department _____	Unit _____	Object _____	
	Reporting Category _____				

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

**C. Departmental Fiscal Review:**

*Eugene Pilamev*  
\_\_\_\_\_

**III. REVIEW COMMENTS**

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

A license fee will not be charged for the use and occupancy of the property.

*Chad White* 10.24.08  
\_\_\_\_\_  
10/23/08 OFMB *CM* 10/20/08

*Ann J. Jacoby* 10/27/08  
\_\_\_\_\_  
Contract Development and Control  
10/27/08

**B. Legal Sufficiency:**

*Mark Fox*  
\_\_\_\_\_  
Assistant County Attorney

**C. Other Department Review:**

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

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**RESOLUTION NO. R-2008-**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ADOPTING A STANDARD FORM LICENSE AGREEMENT; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE THE STANDARD FORM LICENSE AGREEMENT; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO ENTER INTO CERTAIN AMENDMENTS TO THE STANDARD FORM LICENSE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Palm Beach County, by and through its Division of Animal Care and Control, owns and operates animal shelters located at 7100 Belvedere Road, West Palm Beach, FL 33411 and 3615 SR 715 Pahokee, Florida 33430; and

**WHEREAS**, the Division of Animal Care and Control receives requests from time to time for the use of Division managed property, including but not limited to requests to park portable pet adoption mobiles and to park portable spay/neuter clinics at Division managed facilities; and

**WHEREAS**, the delegation to the County Administrator or his designee of the authority to execute a standard form license agreement for use of property managed by the Division will eliminate delays caused by requiring such items to be brought before the Board of County Commissioners for approval and will, therefore, be consistent with the goal of the Board of County Commissioners to streamline the agenda process; and

**WHEREAS**, accommodation of these requests to use County-owned property through the use of a revocable license will serve the public interest and may provide potential revenues from the use of such property; and

**WHEREAS**, the Board of County Commissioners desires to authorize the County Administrator or his designee to execute a standard form license agreement on behalf of the Board of County Commissioners.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

1. The foregoing recitals are true and correct and are incorporated herein.

2. The Board of County Commissioners hereby: (i) adopts a standard form license agreement in the form attached hereto and incorporated herein as Attachment "A" (the "License Agreement"), and (ii) authorizes the County Administrator or his designee to execute the License Agreement on behalf of the Board of County Commissioners for the use of the properties managed by the Division of Animal Care and Control.

3. The County Administrator or his designee is hereby authorized to execute, on behalf of the Board of County Commissioners, the License Agreement along with any non-material changes. For the purposes of this Resolution, "non-material changes" mean changes that do not modify the substantive obligations of the parties.

4. The County Administrator or his designee may modify the insurance requirements in the License Agreement from time to time upon the advice of the Palm Beach County Risk Management Department.

5. If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

6. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

District 1: Karen Marcus -  
District 2: John F. Koons -  
District 3: -  
District 4: Mary McCarty -  
District 5: -  
District 6: Jess R. Santamaria -  
District 7: -

The Chairperson thereupon declared the Resolution duly passed  
and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK, CLERK

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

**ATTACHMENT "A"**  
**LICENSE AGREEMENT**

**LICENSE AGREEMENT**  
**BETWEEN**  
**PALM BEACH COUNTY**  
**AND**

---

**THIS LICENSE AGREEMENT** (this "Agreement") made and entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as ("County") and \_\_\_\_\_ a \_\_\_\_\_, whose principle place of business is located at \_\_\_\_\_, hereinafter referred to as ("Licensee"), both collectively referred to as the "parties".

**WITNESSETH:**

**WHEREAS**, County, is the owner of certain real property in Palm Beach County, Florida more particularly described on the attached **Exhibit "A"**; and

**WHEREAS**, County is willing to grant Licensee a revocable license to use the Property for the purposes 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 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 **Property.** The property, which is the subject of this Agreement, is more particularly identified in **Exhibit "A"**, attached hereto and incorporated herein (the "Property").

**ARTICLE 2**  
**LENGTH OF TERM AND COMMENCEMENT DATE**

The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_ (the "Commencement Date") and expire upon notice from County (the "Term"), unless terminated earlier as provided for herein. **[Insert if applicable: Licensee shall be permitted to use the Property on the following day(s) and/or times: (indicate specific dates/times Licensee will be permitted to use the Property during the Term.) Licensee shall not be permitted to use the Property on any other days or at any other times other than those specifically listed herein.]**

**ARTICLE 3**  
**LICENSE FEE**

**License Fee.** Licensee shall pay County for the use and occupancy of the Property a license fee in the amount of \_\_\_\_\_, together with applicable sales taxes thereon. **[Insert applicable provision: The license fee shall be payable in advance on the Commencement Date or The license fee shall be payable in advance, without demand and without any deduction, holdback or set off whatsoever, on or before the first day of each and every month throughout the Term of this Agreement with the first payment becoming due and payable on the**

Commencement Date.]

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

4.01 Use of Property. Licensee shall use the Property solely and exclusively for

---

---

\_\_\_\_\_. Licensee shall use only that location within or portion of the Property designated and approved by County. Licensee shall not use, permit or suffer the use of the Property for any other business or purpose whatsoever.

Licensee acknowledges that the Property is currently utilized by County as an animal shelter open to the public and for other purposes and agrees that its use of the Property shall not disrupt, adversely affect or interfere with County's use of the Property or with any occupant's use and enjoyment of the Property.

4.02 Improvements. Licensee shall make no improvements, alterations or additions to the Property whatsoever, without the prior written consent of County, which may be granted or withheld in County's sole and absolute discretion.

4.03 Condition of Property. Licensee accepts the 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 Property including, but not limited to, any warranties or representations relating to the physical condition of the Property or any improvements located therein, or the suitability of the Property or any improvements for the Licensee's intended use.

4.04 Waste or Nuisance. Licensee shall not commit or suffer to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Property.

4.05 Compliance with Laws/Rules. 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 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 Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Property with or without Licensee's consent or knowledge comply with all applicable laws on the Property and all applicable rules and regulations of County and the Palm Beach County Division of Animal Care and Control. 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 Non-Discrimination. Licensee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that no person on the grounds of race, creed, color, national origin, sex, sexual orientation, religion, marital status, age, disability, or gender identity or expression shall be excluded from participation in or denied the use of the Property, (b) that in the construction of any improvements on, over, or under such Property and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, sexual orientation, religion, marital status, age, disability or gender identity or expression shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Licensee shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted



Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended from time to time. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Agreement and to reenter and repossess the Property and the facilities hereon, and hold the same as if the Agreement had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

4.07 Surrender of Property. Upon expiration or earlier termination of Licensee's license to use the Property, Licensee, at its sole cost and expense, shall surrender the Property to County in at least the same condition as the Property was in as of the Commencement Date of this Agreement.

4.08 County's Right to Enter. County shall have the right to enter and utilize the 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 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 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.

4.09 Reservation of Rights. County reserves the right to use the Property and to grant, renew or extend similar licenses to others for use of the Property. Licensee acknowledges that it has been granted only a license to use and occupy the Property and that it has not been granted, nor does it possess, any real property interests in the Property. No use of the Property or payment of any charges required under this Agreement shall create or vest in Licensee any easements or other ownership or real property interest of any kind or nature.

## **ARTICLE 5 REPAIRS AND MAINTENANCE OF PROPERTY/SECURITY**

5.01 Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Property. All portions of the Property and all improvements erected on the Property shall be kept in good repair and condition by Licensee. Licensee shall maintain the Property free of trash and debris. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the 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 Property, County may complete the necessary repairs or maintenance of the Property and Licensee shall reimburse County for all expenses incurred by County in doing so, plus a twenty five percent (25%) overhead, 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 Property and any and all personal property and improvements now existing or hereafter placed on or installed in or upon the Property, and for the prevention of unauthorized access to the 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 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 **Exhibit "B"**, attached hereto and incorporated herein. The requirements contained herein, 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 Property; (ii) the occupancy or use by Licensee of the 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 Property.

**ARTICLE 9  
REVOCATION OF LICENSE/DEFAULT**

9.01 Revocation of License. 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 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 Termination for Convenience by Licensee. Licensee may terminate this Agreement for convenience upon five (5) days prior 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 Default. 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.

**ARTICLE 10  
MISCELLANEOUS**

10.01 Subordination to State/Federal Agreements. 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 Property.

10.02 Representatives. The County's Representative during the term of this Agreement is identified as:

Division of Animal Care and Control  
Attn: \_\_\_\_\_  
Telephone: (561) \_\_\_\_\_

Licensee's Representative during the term of the Agreement is identified as:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_

10.03 Notices. All notices and elections (collectively, Anotices@) 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 receipt 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  
Division of Animal Care and Control  
7100 Belvedere Road  
West Palm Beach, FL 33411  
Attn: \_\_\_\_\_  
Fax: (561) \_\_\_\_\_

(b) If to the Licensee at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax: (561) \_\_\_\_\_

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.

10.04 Enforcement Costs. Any costs or expenses (including reasonable attorney=s fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties provided, however, that this clause pertains only to the parties to this Agreement.

10.05 Recording. Licensee shall not record this Agreement or any memorandum or short form thereof.

10.06 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 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 Time of Essence. 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 Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

10.10 Severability. 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 Waiver. 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 Liability of County. Licensee shall look solely to the estate and property of the County in the Property for the collection of any judgment, or in connection with any other judicial process, requiring the payment of money by County in the event of any default by County with respect to any of the terms, covenants and conditions of this Agreement to be observed and performed by County, and no other property or estates of County shall be subject to levy, execution or other enforcement procedures for the satisfaction of Licensee's remedies and rights under this Agreement.

10.13 Effective Date. This Agreement shall become effective when executed by the parties hereto and approved by the Palm Beach Board of County Commissioners.

10.14 Public Records. The parties shall allow public access to all documents and materials related to this Agreement in accordance with the provisions of Chapter 119, Florida Statutes. Should a party assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon that party.

10.15 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 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.

The remainder of this page is 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  
\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed or Printed Name

**PALM BEACH COUNTY, FLORIDA,  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA**

By: \_\_\_\_\_  
[County Administrator or  
Designee]

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**WITNESSES:**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed or Printed Name

**LISCENSEE:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed or Printed Name  
Title: \_\_\_\_\_

(Corporate Seal)

**EXHIBIT "A"**  
**THE PROPERTY**

## EXHIBIT "B" INSURANCE

Commercial General Liability. Licensee shall maintain Commercial General Liability Insurance at a limit of liability of not less than \_\_\_\_\_ (\$ \_\_\_\_\_) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Damage to Rented Property, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

Business Automobile Liability. Licensee shall maintain Business Automobile Liability Insurance at a limit of liability of not less than \_\_\_\_\_ (\$ \_\_\_\_\_) each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Licensee does not own automobiles, Licensee agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

Additional Insured. Licensee shall endorse the County as an Additional Insured with a ACG026 Additional Insured - Designated Person or Organization@ endorsement to the Commercial General Liability policy. 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." Coverage shall be provided on a primary basis.

Waiver of Subrogation. Licensee agrees by entering into this Agreement to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Licensee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis.

Professional Liability. Licensee shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \_\_\_\_\_ (\$ \_\_\_\_\_) Each Claim. When a self-insured retention SIR or deductible exceeds \_\_\_\_\_ (\$ \_\_\_\_\_) County reserves the right, but not the obligation, to review and request a copy of Licensee's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Licensee shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "Claims-made" form. If coverage is provided on a "claims-made" form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a supplement Extended Reporting Period (SERP) during the life of this Agreement, Licensee shall purchase a SERP with a minimum reporting period not less than 3 years. Licensee shall provide this coverage on a primary basis. **[Insert if professional services, such as operation of mobile veterinary clinic, will be operated on the Property.]**

Certificate(s) of Insurance. Licensee shall provide the County with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for nonpayment of a premium) or non-renewal of coverage. The Certificate Holder address shall read: Palm Beach County, Division of Animal Care and Control, 7100 Belvedere Road, West Palm Beach, FL 33411.