

PALM BEACH COUNTY
 BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 21, 2016 Consent Regular
 Workshop Public Hearing

Department:

Submitted By: Department of Airports
 Submitted For: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: a Resolution establishing airport ground transportation fees for transportation network companies; adopting a new standard form Transportation Network Company Ground Transportation Operating Permit; authorizing the County Administrator or her designee to execute the standard form permit on behalf of the Board of County Commissioners; authorizing the County Administrator or his or her designee to enter into certain amendments to the standard form permit; providing for severability; and providing for an effective date.

Summary: This Resolution adopts ground transportation permit fees for the operation of transportation network companies (TNCs) at the Palm Beach International Airport (PBI) and establishes a new standard form permit for the operation of TNCs at PBI. The permit fees will be \$2.50 per trip for each instance a TNC driver accesses PBI to pick up passengers at PBI, which is consistent to the fees charged by other airports. The standard form permit requires TNCs to maintain a virtual perimeter (Geo-fence) that prevents a TNC driver from accepting a ride request when located within the boundaries of the Geo-fence established by the Department. The permit provides TNCs with a designated parking area to be located off airport for staging of drivers of permitted TNCs while waiting to be dispatched. The purpose of the Geo-fence and designated parking area is to prevent TNC drivers from staging on airport roadways and other public airport facilities designated for passenger usage and to discourage TNC drivers from parking in parking lots of businesses surrounding PBI. The permit establishes requirements related to the use of the designated parking area and airport facilities in connection with TNC operations at PBI. **Countywide (AH)**

Background and Justification: The Board approved a Temporary Operating Permit with Rasier, LLC, a subsidiary of Uber Technologies, Inc., (Uber) (R-2015-0361) and Lyft, Inc. (Lyft), (R-2016-0301). The Temporary Operating Agreements established fees for the operation of Uber and Lyft on PBI on an interim basis. Approval of this Resolution will establish a standard form permit to be entered into by any TNC desiring to pick up passengers on PBI. The impact of TNCs on PBI is significant due to the increased number of trips, ability to dispatch from a mobile application from properties adjacent to PBI, the transient nature of TNC drivers and the use of trade dress in lieu of decals for identification purposes. The Department is not recommending modifying any fees or requirements applicable to other ground transportation providers at this time, including fees established for non-TNC vehicles; however, the Department has engaged a consultant to review the ground transportation fee structure and requirements applicable to PBI and anticipates providing recommended changes to the Board following completion of the study.

Attachments:

- Resolution (1)

JB Recommended By: _____ 5/24/16
Department Director **Date**
 Approved By: [Signature] _____ 6/8/16
County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>*</u> _____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No
Budget Account No: Fund _____ Department _____ Unit _____ Resource _____
Reporting Category _____


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

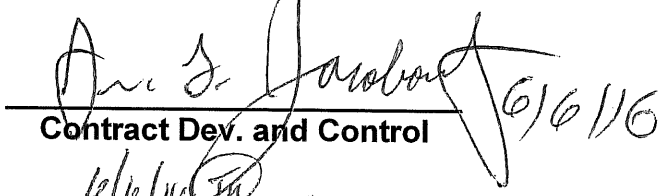
* Permit fees will be \$2.50 per trip for each passenger pick up at PBI. Incremental revenue to the County will depend on the number of transportation network companies entering into the permit with the County and number of total passenger pickups each fiscal year.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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


AP MS OFMB JS 5/26 5/26 5/26

 6/6/16
Contract Dev. and Control

B. Legal Sufficiency:

Anne Delgant 6/7/16
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01
(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

RESOLUTION NO. 2016 -

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ESTABLISHING AIRPORT GROUND TRANSPORTATION FEES FOR TRANSPORTATION NETWORK COMPANIES; ADOPTING A NEW STANDARD FORM TRANSPORTATION COMPANY NETWORK GROUND TRANSPORTATION OPERATING PERMIT; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS OR HER DESIGNEE TO EXECUTE THE STANDARD FORM PERMIT ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS OR HER DESIGNEE TO ENTER INTO CERTAIN AMENDMENTS TO THE STANDARD FORM PERMIT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County (“County”), by and through its Department of Airports (“Department”), owns and operates the Palm Beach International Airport (“PBI A”); and

WHEREAS, on March 10, 2015, the Board of County Commissioners approved a Temporary Operating Agreement with Rasier, LLC, a subsidiary of Uber Technologies, Inc., (“Uber”) (R-2015-0361), as amended, to operate as a vehicle for hire company in Palm Beach County; and

WHEREAS, on March 1, 2016, the Board of County Commissioners approved a Temporary Operating Agreement with Lyft, Inc., (“Lyft”) (R-2016-0301) to operate as a vehicle for hire company in Palm Beach County; and

WHEREAS, the Temporary Operating Agreements established temporary ground transportation requirements for the operation of transportation network companies (“TNCs”) at PBI A, including the payment of user fees for the privilege of providing ground transportation services on PBI A; and

WHEREAS, the Temporary Operating Agreements expired on April 30, 2016; and

WHEREAS, the Vehicle for Hire Ordinance, as codified in Chapter 19, Article IX of the Palm Beach County Code (“Vehicle for Hire Ordinance”), was amended on April 19, 2016, providing new regulations for vehicle for hire companies, including TNCs; and

WHEREAS, the provision of ground transportation services by TNC drivers is a commercial activity, which benefits from the development, operation and maintenance of PBI A by the County; and

WHEREAS, PBI A provides a ready commercial marketplace for the services provided by ground transportation service providers, including vehicles for hire; and

WHEREAS, the regulation of ground transportation at PBI A is necessary to reduce traffic congestion, to ensure the safe and orderly flow of traffic, and to control commercial activities occurring at PBI A; and

WHEREAS, the County has established user fees for the privilege of engaging in commercial activities at PBI A, including the commercial activities of ground transportation providers; and

WHEREAS, on September 14, 2010, the Board of County Commissioners (“Board”) adopted Resolution 2010-1462, as amended by Resolution 2012-1593, establishing reasonable charges and fees for the privilege of engaging in certain vehicle for hire services at PBLA; and

WHEREAS, the prior Resolutions did not specifically address fees and charges for the operation of TNCs at PBLA; and

WHEREAS, the impact of TNCs on PBLA’s ground transportation system is significant due to the increased volume of trips, ability to dispatch from a mobile application from adjacent properties, transient nature of TNC drivers and use of trade dress in lieu of decals for identification purposes; and

WHEREAS, TNC drivers engage in curbside pickups and do not use the paid public parking facilities resulting in significantly increased curbside activity; and

WHEREAS, the Department issues various permits for the privilege of engaging in ground transportation services at PBLA; and

WHEREAS, due to the impacts of TNCs on PBLA, the Department will issue separate permits to TNCs related to the ground transportation operations of TNC drivers on PBLA; and

WHEREAS, the Board desires to establish fair and reasonable fees applicable to the operation of TNCs for the privilege of providing vehicle for hire services on a prearranged basis at PBLA; and

WHEREAS, the delegation to the County Administrator or his or her designee of the authority to execute the standard form permits will eliminate delays caused by requiring such items to be brought before the Board of County Commissioners for approval and would therefore be consistent with the goal of the Board of County Commissioners to streamline the agenda process; and

WHEREAS, the Board of County Commissioners desires to authorize the County Administrator or his designee to execute a new standard form Transportation Network Company Ground Transportation Operating Permit 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:

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

Section 2. Per Trip Fees. TNCs shall pay Two Dollars and 50/100 (\$2.50) for each instance a TNC driver picks up one or more passengers at PBLA (“Per Trip Fee”). The provisions of Resolution 2010-1462, as amended, shall not apply to TNCs.

Section 3. TNC Permit. The Board of County Commissioners hereby: (i) adopts a new standard form Transportation Network Company Ground Transportation Operating Permit (“TNC Permit”), in the form attached hereto and incorporated herein as Attachment “A”, and (ii) authorizes the County Administrator or his or her designee to execute the TNC Permit on behalf of the Board of County Commissioners.

Section 4. Delegation of Signature Authority. The County Administrator or his or her designee is hereby authorized to execute, on behalf of the Board of County Commissioners, TNC

Permits, which include non-material changes. For purposes of this Resolution, “non-material changes” mean changes that will not modify any of the substantive obligations of the County under the TNC Permit. It is the intention of the Board of County Commissioners that this delegation of signature authority is limited to the parameters set forth herein. In the event there is a material deviation from the approved standard terms and conditions of the TNC Permit, which would constitute discretion of the County Administrator or his or her designee relative thereto, then the approval of the Board of County Commissioners shall be required. The County Administrator’s designee for purposes of this Resolution shall include the Director of the Department of Airports.

Section 5. Severability. 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.

Section 6. Effective Date. 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:

COMMISSIONER MARY LOU BERGER , MAYOR -
COMMISSIONER HAL R. VALECHE, VICE MAYOR -
COMMISSIONER PAULETTE BURDICK -
COMMISSIONER SHELLEY VANA -
COMMISSIONER STEVEN L. ABRAMS -
COMMISSIONER MELISSA MCKINLAY -
COMMISSIONER PRISCILLA A. TAYLOR -

Then the Mayor thereupon declared this Resolution duly passed and adopted this ____ day of _____, 20__.

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

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne Delgent
County Attorney

ATTACHMENT "A"
TRANSPORTATION NETWORK COMPANY
GROUND TRANSPORTATION OPERATING PERMIT

**PALM BEACH INTERNATIONAL AIRPORT
TRANSPORTATION NETWORK COMPANY
GROUND TRANSPORTATION OPERATING PERMIT**

THIS TRANSPORTATION NETWORK COMPANY GROUND TRANSPORTATION OPERATING PERMIT (this “Permit”) is made and entered into this ____ day of _____, 20__ by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and _____ (“Permittee”), having its office and principal place of business at _____.

WITNESSETH:

WHEREAS, County, by and through its Department of Airports (“Department”), owns and operates Palm Beach International Airport (“Airport”), located in Palm Beach County, Florida; and

WHEREAS, County, as the owner and operator of the Airport, has the power and authority to regulate the use of the Airport facilities and roadways to ensure the traveling public has access to an orderly ground transportation system and to ensure efficient use of the limited capacity of the Airport facilities and roadways; and

WHEREAS, the provision of ground transportation services on the Airport is a commercial activity, which benefits from the development, operation and maintenance of the Airport by the County; and

WHEREAS, Permittee is a transportation network company that facilitates the provision of commercial ground transportation services to the public through use of a digital platform that connects TNC Drivers to passengers desiring ground transportation services; and

WHEREAS, Permittee desires to obtain a permit to authorize TNC Drivers to provide commercial ground transportation services at the Airport.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

ARTICLE 1 - RECITALS

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

ARTICLE 2 - DEFINITIONS

- 2.01 “Airport Rules and Regulations” means the Palm Beach County Airport Rules and Regulations adopted by Resolution No. R-98-220, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport.
- 2.02 “Annual Report” has the meaning set forth in Section 5.08.
- 2.03 “App” means the mobile smartphone application or digital platform developed by Permittee that connects passengers to TNC Drivers.
- 2.04 “Commencement Date” has the meaning set forth in Article 3.
- 2.05 “Confidential Information” has the meaning set forth in Section 5.11.
- 2.06 “County Parties” has the meaning set forth in Article 8.
- 2.07 “Designated Parking Area” has the meaning set forth in Section 4.02(A).
- 2.08 “Designated Loading Areas” has the meaning set forth in Section 4.04(D).

- 2.09 “Florida Public Records Law” has the meaning set forth in Section 5.11.
- 2.10 “Geo-fence” means a feature in a software program used to define a geographical boundary, or virtual perimeter. The geographical boundary of the Geo-fence for the Palm Beach International Airport shall be established and updated from time to time by the Department.
- 2.11 “Monthly Permit Fee” means the product of the then current Per Trip Fee and the total number of Trips conducted by Permittee’s TNC Drivers in a calendar month.
- 2.12 “Monthly Report” has the meaning set forth in Section 5.04.
- 2.13 “Permit” means this Permit and all exhibits attached hereto, which are incorporated herein by this reference. Words such as “herein,” “hereafter,” “hereof,” “hereby” and “hereunder” when used with reference to this Permit, refer to this Permit as a whole, unless context otherwise requires.
- 2.14 “Permit Fees” means the fees and charges payable by Permittee to County for the rights and privileges granted by County hereunder.
- 2.15 “Permit Year” means the twelve (12) month period, beginning on October 1st and ending on September 30th and each twelve (12) month period thereafter, until the termination of this Permit.
- 2.16 “Per Trip Fee” means the fee established by the Palm Beach County Board of County Commissioners for each instance a TNC Driver accesses Airport property to pick up one or more passengers . As of the effective date of this Permit, the established Per Trip Fee is Two Dollars and 50/100 (\$2.50) per Trip.
- 2.17 “TNC Driver” means an individual who has contracted with Permittee to provide pre-arranged ground transportation services requested through Permittee’s App.
- 2.18 “Transportation Network Company” or “TNC” shall have the meaning set forth in the Vehicle for Hire Ordinance.
- 2.19 “Trip” means each instance in which a TNC Driver accesses Airport property to pick up one or more passengers on Airport property.
- 2.20 “Vehicle for Hire Ordinance” means the Palm Beach County Vehicle for Hire Ordinance, as codified in Chapter 19, Article IX of the Palm Beach County Code, as now or hereafter amended.

ARTICLE 3 - TERM

This Permit shall be considered effective commencing on _____ (“Commencement Date”), and shall terminate on September 30, _____, except as otherwise provided for herein. Provided that Permittee is not in violation of the terms and conditions of this Permit and has paid all Permit Fees, this Permit shall automatically renew on a yearly basis (October 1st through September 30th), unless either party hereto, with the Department acting on behalf of County, shall advise the other party at any time by at least fifteen (15) days advance written notice of its intent to terminate this Permit.

ARTICLE 4 - PRIVILEGES AND OBLIGATIONS

4.01 Rights of Ingress and Egress. Subject to the terms and conditions of this Permit, TNC Drivers shall have the non-exclusive rights of ingress and egress over and across the Airport’s roadways that are designated for use by the public for the sole purposes of picking up or dropping off passengers who have prearranged ground transportation services with the TNC Driver through Permittee’s App.

4.02 Designated Parking Area.

- A. Subject to the terms and conditions of this Permit, TNC Drivers shall be permitted to park within an area or areas designated by the Department for use by TNC Drivers ("Designated Parking Area"). The Designated Parking Area shall be available for use by TNC Drivers on a nonexclusive, "first come", "first serve basis". Parking operations within the Designated Parking Area shall be limited to the hours between 7:00 a.m. to midnight, or such other hours of operation as may be established by the Department from time-to-time.
- B. TNC Drivers shall comply with the following requirements when utilizing the Designated Parking Area:
 - 1. No overnight parking shall be permitted in the Designated Parking Area.
 - 2. Unless otherwise authorized by the Department, TNC Drivers shall be required to remain with their vehicles when utilizing the Designated Parking Area and shall not be permitted to congregate outside their vehicles.
 - 3. TNC Drivers shall be prohibited from creating any disruption or excessive noise within the Designated Parking Area.
 - 4. TNC Drivers shall not discard trash or other debris within the Designated Parking Area that is not in a designated trash receptacle.
 - 5. TNC Drivers shall be required to comply with such reasonable rules and regulations as the Department may establish regarding use of the Designated Parking Area.
- C. The Designated Parking Area shall be used by TNC Drivers for short-term vehicular parking only and for no other purpose whatsoever.
- D. Permittee shall be responsible for any damage to the Designated Parking Area caused by any TNC Drivers.
- E. The Designated Parking Area may be relocated or otherwise modified by the Department from time-to-time in the Department's sole and absolute discretion upon fifteen (15) days' prior written notice to Permittee.
- F. In order to ensure compliance with the requirements of this Section by TNC Drivers, Permittee shall notify TNC Drivers of the requirements of this Section.

4.03 Geo-fence. Permittee shall establish a Geo-fence based upon the geographical boundaries provided by the Department as may be updated from time to time by the Department on fifteen (15) days' prior written notice to Permittee. Except as authorized by the Department, TNC Drivers shall be prohibited from staging, loitering or parking within the Geo-fence or on any adjacent County-owned properties, with the exception of the Designated Parking Area while waiting for a potential passenger to request transportation services. In addition, if the Department determines a TNC Driver is illegally staging within the Geo-fence or any adjacent County-owned properties, the Department may request the suspension or termination of the TNC Driver in accordance with Section 4.05. In an effort to ensure TNC Drivers adhere to the foregoing requirements, Permittee shall block TNC Drivers from accepting passengers on the App while located anywhere within the Geo-fence. At all times during the term of this Permit, County shall be capable of verifying that Permittee has incorporated the Geo-fence through the App. Permittee shall notify the TNC Drivers operating at the Airport of the requirements of this Permit.

4.04 Operational Standards. Permittee shall ensure that TNC Drivers comply with the following operational standards when engaging in ground transportation services at the Airport pursuant to this Permit:

- A. Each TNC Driver shall affix the County-approved trade dress (as defined in the Vehicle for Hire Ordinance) to their vehicle so that the trade dress is clearly visible from outside the vehicle prior to entering the Geo-fence or any Designated Parking Area.
- B. Every passenger picked up shall be documented by a valid electronic reservation before the TNC Driver crosses the Airport's Geo-fence. TNC Drivers shall not turn off or disable the App when the TNC Driver is engaged in ground transportation services on the Airport, unless the TNC Driver is departing the Airport after a passenger drop off.
- C. Each TNC Driver shall present his or her driver's license and electronic reservation for inspection to any Department, County or Palm Beach County Sheriff's Office representative or employee upon request. The electronic reservation shall include the first name of the person who requested the ride, the pickup location and name of the TNC Driver providing the service.
- D. TNC Drivers shall only load and unload passengers in those locations designated by the Department for the pickup and drop off of passengers at the Airport by TNCs ("Designated Loading Areas"). The Designated Loading Areas shall only be utilized for the active loading and unloading of passengers and their luggage. TNC Drivers shall not leave their vehicles unattended in any Designated Loading Area. The Designated Loading Areas may be modified from time-to-time by the Department in its sole and absolute discretion.
- E. If a TNC Driver is dropping passengers off at the Airport, the TNC Driver shall exit the Geo-fence area upon completion of the drop off. TNC Drivers shall not loop or circle around the Airport access roads or other Airport roadways while waiting for a pick up or attempting to book a passenger for ground transportation services. TNC Drivers shall not stop, park or loiter within the Geo-fence while waiting for a passenger to arrange a trip through the App.
- F. TNC Drivers shall operate their vehicles in a safe manner and comply with posted speed limits and other traffic control signage.
- G. TNC Drivers shall not provide false or misleading information to any Department, County or Palm Beach County Sheriff's Office representative or employee.
- H. TNC Drivers shall be prohibited from engaging in any illegal or criminal activity while on Airport property, including, but not limited to, the Designated Parking Area.
- I. TNC Drivers providing transportation services at the Airport shall conduct themselves at all times in a courteous manner towards the public and to provide prompt, efficient, and safe service. TNC Drivers shall not use profane or vulgar language or engage in open or public disputes or conflicts tending to be incompatible with the best interests of the public at the Airport.
- J. TNC Drivers shall comply with the requirements of the Airport Rules and Regulations and all applicable local, state or federal laws, including, but not limited to the Vehicle for Hire Ordinance, when engaging in ground transportation services at the Airport.

4.05 Removal of TNC Drivers. The Department may require the immediate removal of any TNC Driver from the Airport or any Designated Parking Area who fails to comply with the requirements of this Permit, is discourteous, creates a disturbance or otherwise displays behavior inconsistent with the best interests of the County or Airport as reasonably determined by the Department. In the event the Department has reasonably determined that a TNC Driver has violated the requirements of this Permit, Permittee shall suspend or terminate the TNC Driver's authorization to engage in ground

transportation services at the Airport as directed by the Department by blocking their ability to receive pick-up requests from passengers at the Airport. The Department's determination of whether or not to require the suspension or termination of a TNC Driver's authorization to engage in ground transportation services at the Airport shall take into consideration the nature of the violation and whether the TNC Driver has previously violated the requirements of this Permit. The Department shall notify Permittee of TNC Drivers who violate the requirements of this Permit and/or who have been removed from the Airport or Designated Parking Area.

- 4.06 Solicitation. Permittee shall not allow TNC Drivers to solicit business in any manner whatsoever at the Airport.
- 4.07 Business Operations. Neither Permittee nor TNC Drivers shall conduct any operations at the Airport, except as expressly authorized by this Permit, without first entering into an agreement with County.
- 4.08 Non-Exclusive Rights. The privileges granted under this Permit are non-exclusive, and the County reserves the right to grant similar privileges to other Permittees or users of Airport facilities. No greater privileges with respect to the use of the Airport or any part thereon are granted or intended to be granted to the Permittee by this Permit, other than the privileges expressly and specifically granted herein.
- 4.09 Access. For security reasons or as required by the TSA or the Palm Beach County Sheriff's Office, Department may at any time deny Permittee access on the Airport or Designated Parking Area, or direct TNC Drivers to take alternate routes on the Airport.
- 4.10 Condition and Use of the Premises. Permittee expressly acknowledges that it accepts the Designated Parking Area and Airport in their "AS IS CONDITION" and "WITH ALL FAULTS," together with all defects, latent and patent, if any. Permittee further acknowledges that County has made no representations, warranties or covenants to Permittee of any nature whatsoever regarding the Airport or the Designated Parking Area.

ARTICLE 5 PERMIT FEES AND AUDITS

- 5.01 Application Fee. Permittee shall pay a non-refundable application fee of Two Hundred Fifty Dollars (\$250.00) with submission of Permittee's application for this Permit. *[INSERT IF APPLICABLE: Notwithstanding the provisions of this Section 5.01, Permittee shall not be required to file an application or pay an application fee for this Permit if Permittee currently operates under, and is not in default of, an existing ground transportation agreement or permit with the County.]* In the event this Permit expires or is otherwise terminated, Permittee shall be required to pay an additional application fee at the then current rate.
- 5.02 Permit Fees. In consideration of the privileges granted herein, Permittee shall pay the Monthly Permit Fee, without demand, deduction, holdback or setoff, on or before the twentieth (20th) of each month based upon the preceding month's activity.
- 5.03 Payment Security. Permittee shall submit a security deposit to County with the submission of its executed Permit ("Payment Security"). The minimum amount of the Payment Security shall be Five Thousand Dollars (\$5,000.00). No interest shall be paid to Permittee on the Payment Security. The Department may increase the amount of the Security Deposit upon thirty (30) days' prior written notice to the Permittee in the event the actual Monthly Permit Fees paid by Permittee for a period of three (3) consecutive months exceeds the minimum Payment Security amount. The Payment Security shall be in the form of cash, a clean, Irrevocable Letter of Credit ("Letter of Credit"), or a Surety Bond ("Bond"). If Permittee fails to pay any sums to County when due or fails to perform any of its obligations under this Permit or is otherwise in violation of this Permit, then, in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw on the Payment Security and apply same to all amounts owed. The Department shall notify Permittee of any such draw, whereupon Permittee

shall immediately replace the Payment Security with cash, a new Letter of Credit, or a Bond in the full amount of the Payment Security required herein. Not less than thirty (30) days prior to any expiration date of the Letter of Credit or Bond, Permittee shall submit evidence in form satisfactory to County that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond as required by this Section shall: (a) entitle County to draw down the full amount of the Payment Security, and (b) be a violation of this Permit entitling County to all available remedies. Upon the expiration or termination of this Permit, the Payment Security shall be returned to Permittee only after Permittee performs and satisfies all obligations under this Permit. The obligations arising under this Section shall survive the expiration or termination of this Permit.

- 5.04 Monthly Report. Permittee shall submit to the Department by the twentieth (20th) day of each month a statement certified by an authorized representative of Permittee, in a form and detail satisfactory to the Department, detailing the total number of Trips and passenger drop offs at the Airport and a calculation of the Monthly Permit Fee payable to County for the preceding month ("Monthly Report"). This Section shall survive the termination of this Permit until all Permit Fees payable to County prior to the termination of this Permit have been paid. The Department may require the Monthly Report to be submitted electronically.
- 5.05 Interest. If Permittee fails to pay any fees required herein when due and payable in accordance with the terms of this Permit, interest at the rate of one and one-half percent (1.5%) per month shall accrue against the delinquent payment(s) from the date due until the date payment is received by the Department. Notwithstanding the foregoing, the Department shall not be prevented from terminating this Permit for failure to make payment(s) when due to the Department pursuant to this Permit, or from exercising any other remedies contained herein or implied by law.
- 5.06 Place of Payment. All payments due under this Permit shall be made payable to "Palm Beach County" and delivered to the Finance Division, Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406-1470, or to such other office or address as may be designated by the Department, or may be paid by wire transfer to an account designated by the Department.
- 5.07 Company Records. Permittee shall keep all books of accounts and records relating to its operations hereunder in accordance with Generally Accepted Accounting Principles prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. Said books of accounts and records shall be retained for a minimum of three (3) years from the end of each Permit Year, including three (3) years following the expiration or termination of this Permit.
- 5.08 Annual Report. On or before December 31st of each year, Permittee shall provide to Department an audit report for the prior Permit Year ("Annual Report") satisfying the requirements of this Section. The Annual Report shall be in a form reasonably satisfactory to County and be prepared by an independent Certified Public Accountant, not an employee of Permittee, in accordance with standards prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. The first Annual Report shall cover the period commencing on the Commencement Date through the end of the first Permit Year. The last Annual Report shall cover through Permittee's last day of operation pursuant to this Permit. The Annual Report shall include the following items:
- A. A schedule summarizing the total number of Trips by month;
 - B. A schedule of payments to County by month; and
 - C. A calculation of the total annual Permit Fees due to County.

The Annual Report shall be based upon agreed-upon procedures in accordance with AT 201 and shall be designed to provide County with reasonable assurance of the completeness and accuracy of the Trips and Permit Fees reported by Permittee to County. If the Annual Report indicates that the amount (together with any sales taxes thereon) due

and owing for any Permit Year is greater than the amount paid by Permittee to County during such Permit Year, Permittee shall pay the difference to County with the Annual Report. If the amount paid by Permittee to County during any Permit Year exceeds the amount due and owing for such Permit Year, County shall credit the overpayment in the following order: (a) against any past due amounts owed to County by Permittee, including interest and late fees; (b) against currently outstanding, but not yet due, payments owed to County by Permittee; and (c) against any other sums payable by Permittee to County. Notwithstanding the foregoing, in the event of an overpayment by Permittee during the last Permit Year of this Permit, County shall credit the overpayment against any remaining amounts owed to County, including interest and late fees, and refund to Permittee any overpayment amount in excess of the credit. The obligations arising under this Section shall survive the expiration or earlier termination of this Permit until satisfied.

- 5.09 Audit by County. County or its duly authorized representative(s) may examine any and all records maintained by Permittee reflecting the performance of its obligations under to this Permit upon reasonable prior written notice during normal business hours. If Permittee keeps such records at locations outside Palm Beach County, Permittee shall, at its sole cost and expense, arrange for them to be made available to County's auditors for County to conduct the audits set forth in this Section. County or its representative(s) shall provide Permittee a copy of the audit report prepared by or on behalf of County. Permittee shall have thirty (30) days from the date of receipt of the audit report to submit a written response to the conclusions of County's audit report. Permittee's failure to submit a written response to County within the thirty (30) day period shall constitute Permittee's acceptance of the audit report as issued.
- 5.10 Permit Recoupment Fee. Permittee may elect, in its sole discretion, to charge and collect separately a fee to recoup the amounts due County, so long as this fee is not labeled or referred to as an "airport fee," or "airport tax".
- 5.11 Records. Permittee acknowledges that County is required to comply with Chapter 119, Florida Statutes ("Florida Public Records Law") and that material submitted by Permittee to County pursuant to this Permit may be subject to disclosure. Permittee shall prominently identify any material submitted by Permittee that contains confidential information or is otherwise exempt from production under Florida Public Records Law ("Confidential Information"), including the specific statutory exemption(s). Except as otherwise required by law or a court of competent jurisdiction, County shall not release Confidential Information to a third party pursuant to a records request unless Permittee has consented to such release in writing. In the event a third party submits a request to County for the release of records that Permittee has identified as Confidential Information, County shall notify Permittee in writing that it has received the request upon receipt of the request and whether County intends to release such records based upon a determination by County that the records are not exempt from disclosure so that Permittee can immediately seek a court order or other relief preventing County from releasing Confidential Information. Permittee shall protect, defend, reimburse, indemnify and hold the County Parties (as hereinafter defined), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines or damages (including attorney fees at trial and appellate levels) relating to the non-disclosure of any Confidential Information in response to a records request by a third party.

ARTICLE 6 INSURANCE

Permittee shall maintain, on a primary basis and at its sole expense, at all times during the term of this Permit, the insurance coverages and limits set forth in Exhibit "A", attached hereto and incorporated herein.

ARTICLE 7 RELATIONSHIP OF THE PARTIES

Permittee is and shall be deemed to be an independent contractor and shall be solely responsible for its acts and omissions. In providing services under this Permit, neither Permittee nor its

agents shall act as officers, employees or agents of County. Permittee shall not have the right to bind County to any obligation not expressly undertaken by County under this Permit.

ARTICLE 8
INDEMNIFICATION

Permittee shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers (hereinafter collectively referred to as, "County Parties" or individually, a "County Party"), free and harmless at all times from and against any and all third party claims, including TNC Drivers, liability, expenses, losses, costs, fines or damages (including attorney fees at trial and appellate levels), and causes of action of every kind and character arising out of or related to: (a) the performance or nonperformance of Permittee of its obligations, or exercise of its rights, under this Permit; and/or (b) the intentional or negligent acts or omissions or willful misconduct of Permittee and/or TNC Drivers and their respective agents, employees, licensees and invitees. Notwithstanding the foregoing, Permittee shall not be responsible to indemnify or hold harmless the County Parties against any claims that are judicially determined to be solely attributable to the negligent or intentional acts or omissions of the County Parties or any allegation solely related to County's authority to enter into this Permit or County's enforcement of this Permit. The County shall provide Permittee with written notice of any claim subject to indemnification hereunder. Upon written notice from County of a claim, Permittee shall defend each County Party against such claim by counsel reasonably satisfactory to County. Unless otherwise agreed to by the parties in writing, Permittee shall have control over the defense and settlement of each claim; provided, however, Permittee shall not compromise any claim without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed. The parties agree to reasonably cooperate in the defense and settlement of any claims subject to indemnification hereunder. Permittee recognizes the broad nature of this indemnification and hold-harmless provision, acknowledges that County would not enter into this Permit without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article shall survive the expiration or earlier termination of this Permit.

ARTICLE 9
ASSIGNMENT

Permittee shall not in any manner assign, transfer or otherwise convey an interest in this Permit; any such attempt shall be null and void.

ARTICLE 10
TERMINATION OF PERMIT, DEFAULT AND REMEDIES

- 10.01 Termination for Convenience. This Permit may be terminated for convenience by either Permittee or County upon fifteen (15) days' prior written notice to the other party, 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 Permit.
- 10.02 Default. The occurrence of any one or more of the following events shall constitute a material default of this Permit by Permittee:
- A. Permittee's failure to make payment of any fees or charges required to be made by Permittee under this Permit, as and when due.
 - B. The failure by Permittee to observe or perform any of the covenants, conditions or provisions of this Permit to be observed or performed by Permittee other than the failure to make payment of fees and charges as set forth in Section 10.02(A) above, and such failure continues for more than three (3) business days from delivery of County's written notice of such failure.
 - C. The discovery by the Department that any information given by Permittee to County relating to this Permit was materially false.

10.03 Remedies. In the event Permittee is in material default of this Permit, County, with the Department acting on behalf of County, may elect to immediately terminate this Permit or suspend Permittee's operations at the Airport by giving Permittee written notice to this effect. Upon such termination or suspension, Permittee shall immediately cease its operations at the Airport and notify TNC Drivers that operations at the Airport are prohibited. Such termination or suspension shall be without prejudice to any of County's remedies for arrearages, payments due herein, or any other damages or remedies whatsoever. In addition, nothing in this Permit shall be construed to preclude County from undertaking any enforcement action against Permittee or TNC Drivers that would otherwise be available to County under the Vehicle for Hire Ordinance or other applicable law.

ARTICLE 11
LAWS, PERMITS AND LICENSES, AND SAFETY REGULATIONS

- 11.01 Compliance with Law. Throughout the term of this Permit, Permittee shall be and remain in full and complete compliance with all applicable federal, state and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to, FAA Advisory Circulars and Airport Rules and Regulations (County Resolution No. R-98-220), as now or hereafter amended, as they relate to Permittee's activities under this Permit.
- 11.02 Permits and Licenses. Permittee shall, at its sole cost and expense, be responsible for obtaining, paying for, fully complying with, and maintaining current any and all permits, licenses or other governmental approvals or authorizations, however designated, as may be required at any time throughout the term of this Permit by any federal, state or local governmental entity or any court of law having jurisdiction over Permittee or Permittee's operations and activities for any activity or operation conducted by Permittee pursuant to this Permit. Upon written request by the Department, Permittee shall provide complete copies of any and all permits, approvals and/or licenses.
- 11.03 Safety Regulations. Permittee shall conduct its activities and operations under this Permit in a safe manner and in compliance with all safety regulations of the Department and with safety standards imposed by applicable federal, state and local laws and regulations.
- 11.04 FAA and TSA Regulations. Permittee shall observe all security regulations and other requirements of any agency of the federal government, including, but not limited to, the FAA and TSA, as such regulations or requirements have been or may be amended including, without limitation, Title 14, Part 139 and Title 49, Part 1500 of the Code of Federal Regulations. Permittee shall comply with such rules and regulations as may be reasonably prescribed by County to take such steps as may be necessary or directed by County to ensure that TNC Drivers and employees observe these requirements when at the Airport. Permittee shall conduct background checks of TNC Drivers to the extent required by any federal, state or local law. County shall have the right to order the removal or replacement of any TNC Driver or other employee of Permittee at the Airport that the Department has reasonably determined may present a risk to public safety or to the security of the Airport.

ARTICLE 12
DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND PERMITTEE HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY PERMITTEE, ITS EMPLOYEES, AGENTS, TNC DRIVERS OR INVITEES DURING THE TERM OF THIS PERMIT, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY COUNTY'S NEGLIGENCE.

ARTICLE 13
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
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Attn: Deputy Director, Airports Business Affairs
Fax: (561) 471-7427

(b) If to Permittee at:

Fax: _____

Either party may change the address to which notices under this Permit shall be given, upon three (3) days’ prior written notice to the other party. Permittee shall maintain a current address, telephone number, and name of a contact person with the Department.

ARTICLE 14
NON-DISCRIMINATION

14.01 Non-Discrimination in County Contracts. Permittee warrants and represents to County that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. Permittee has submitted to County a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as may be amended, or in the alternative, if Permittee does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R-2014-1421, as may be amended.

14.02 Federal Non-Discrimination Covenants.

A. Permittee, for its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

1. In the event facilities are constructed, maintained, or otherwise operated on County property by Permittee for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Permittee will maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities (as hereinafter defined), as may be amended, such that no person on the grounds of race,

color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of County property, including, but not limited to the Designated Parking Area.
 3. In the construction of any improvements on, over, or under County property and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 4. Permittee shall comply with, and use County property in compliance with, all applicable requirements of the Nondiscrimination Authorities.
- B. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Permit if this Permit had never been made or issued. This Permit shall not be terminated pursuant to this paragraph until the procedures of 49 CFR Part 21 are followed and completed, including, the exercise or expiration of appeal rights.
- C. For purposes of this Article, the term "Non-Discrimination Authorities" includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix "E" of Appendix "4" of FAA Order 1400.11, Non-discrimination in Federally-Assisted Programs at the Federal Aviation Administration, as may be amended.

ARTICLE 15 MISCELLANEOUS

- 15.01 County Not Liable. County shall not be responsible or liable to Permittee for any claims for compensation or any losses, damages or injury sustained by Permittee resulting from: (a) cessation for any reason of air carrier operations on the Airport, or (b) diversion of passenger traffic to any other facility. County shall not be responsible or liable to Permittee for any claims for compensation or any losses, damages or injury whatsoever sustained by Permittee including, but not limited to, those resulting from an act of God, state of war, terrorism, civilian commotion or riot or any cause beyond the control of County.
- 15.02 Authorized Uses Only. Notwithstanding anything to the contrary herein, Permittee shall not use or permit the use of the Airport for any illegal or improper purpose or for any purpose that would invalidate any insurance policies mentioned herein, existing now or hereafter. Permittee shall not use or permit the use of the Airport in any manner that would interfere with or adversely affect the operation or maintenance of the Airport, or would otherwise constitute a hazard.
- 15.03 Waivers. County's failure to insist on a strict performance of any of the agreements, terms, covenants and conditions herein shall not be deemed a waiver of any rights or remedies that County may have for any subsequent breach, default, or non-performance. County's right to insist on strict performance of this Permit shall not be affected by any previous waiver or course of dealing.
- 15.04 Subordination to Bond Resolution. This Permit and all rights granted to Permittee herein are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Bond Resolution. County and Permittee 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 ensure compliance by County and Permittee with the terms and provisions of this Permit and Bond Resolution.

- 15.05 Subordination to State/Federal Agreements. This Permit shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the Airport or improvements thereon, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Permittee understands and agrees that this Permit 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.
- 15.06 County's Governmental Authority. Nothing in this Permit shall be construed to waive or limit County's governmental authority as a political subdivision of the State of Florida to regulate Permittee or its operations.
- 15.07 Consent or Action. In the event this Permit is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole, absolute and unfettered discretion of the County or Department, rather than any implied standard of good faith, fairness or reasonableness. Wherever this Permit requires the County or Department's consent or approval or permits the County or Department to act, such consent, approval or action may be given or performed by the Airport Director. If Permittee requests the County or Department's consent or approval pursuant to any provision of this Permit and County or Department fails or refuses to give such consent, Permittee shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.
- 15.08 County's Right to Develop. County reserves the right to develop or improve the Airport and any and all part thereof as it sees fit, regardless of the desires or views of Permittee and without interference or hindrance.
- 15.09 Rights Reserved to County. All rights not specifically granted Permittee by this Permit are reserved to County.
- 15.10 Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause, or any portion thereof of this Permit shall have no affect upon the validity of any other part or portion hereof.
- 15.11 Venue. To the extent allowed by law, the venue for any action arising from this Permit shall be in Palm Beach County, Florida.
- 15.12 Governing Law. This Permit shall be governed by and in accordance with the laws of the State of Florida.
- 15.13 Remedies Cumulative. The rights and remedies of the parties with respect to any of the terms and conditions of this Permit shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies of the parties.
- 15.14 Paragraph Headings. The headings of the various articles and sections of this Permit are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Permit or any part(s) of this Permit.
- 15.15 Performance. The parties expressly agree that time is of the essence in this Permit and the failure by Permittee to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of County without liability, in addition to any other rights or remedies, relieve County of any obligation to accept such performance.
- 15.16 Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes, by entering into this Permit or performing any work in furtherance hereof, Permittee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida

Department of Management Services within the thirty-six (36) months immediately preceding the effective date. This notice is required by Section 287.133(3)(a), Florida Statutes.

- 15.17 Entirety of Permit. The parties agree that this Permit sets forth the entire understanding between the parties and that there are no other promises or understandings apart from those stated herein. None of the provisions, terms and conditions contained in this Permit may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
- 15.18 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 Permittee, 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.
- 15.19 No Third Party Beneficiaries. No provision of this Permit 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 Permit, including but not limited to any citizen or employees of County and/or Permittee.
- 15.20 Survival. Upon termination or expiration of this Permit, Permittee shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Permit as of the day and year first above written.

**PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by its Department of Airports**

By: _____
Director

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**Signed, sealed and delivered in
the presence of two witnesses
for Permittee:**

Witness

Typed or printed name

Witness

Typed or printed name

(Seal)

PERMITTEE

By: _____

Typed or printed name

Title: _____

EXHIBIT "A"
INSURANCE REQUIREMENTS

- A. Commercial General Liability Insurance. Permittee shall maintain Commercial General Liability Insurance at a limit of liability of not less than One Million and 00/100 Dollars (\$1,000,000) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Damage to Rented Property, Personal Injury , Contractual Liability, Severability of Interests or Cross Liability.
- B. Business Automobile Insurance. Permittee shall maintain business automobile insurance in accordance with applicable law, including, but not limited to, the Vehicle for Hire Ordinance.
- C. Additional Insured Endorsement. Permittee shall endorse County as "Additional Insured" on the Commercial General Liability policy to the extent of Permittee's contractual obligations hereunder. The "Additional Insured" endorsements shall provide coverage on a primary basis. The certificate of insurance associated with the Commercial General Liability policy shall be issued to : "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, c/o Insurance Tracking Services, Inc., P.O. Box 20270, Long Beach, CA 90801", or as otherwise approved or modified by County.
- D. Certificate of Insurance. Permittee shall deliver to County or County's designated contractor certificate(s) of insurance, evidencing the coverages and amounts required hereunder prior to the Commencement Date. Permittee shall promptly deliver to County or its designated contractor certificate of insurance(s) with respect to each renewal policy, as necessary, to demonstrate continued compliance with the requirements of this Permit. Renewal certificate(s) shall be delivered to County or its designated contractor not less than five (5) business days prior to the expiration date of any policy. Each insurance policy must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to County. The foregoing notice requirement shall not be construed to waive the insurance requirements contained herein. County may change the contractor designated for receipt of required insurance certificate(s) hereunder and modify endorsement language required herein from time-to-time upon written notice to Permittee.
- E. Waiver of Subrogation. Permittee hereby waives its right of subrogation for each of the insurance policies required by this Exhibit "A" during the term of this Permit. When mandated by the insurer or should an insurance policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Permittee shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. Notwithstanding the foregoing, this waiver of subrogation requirement shall not apply to any policy that includes a condition prohibiting such an endorsement or that voids coverage should Permittee enter into such an agreement on a pre-loss basis.
- F. Deductibles, Coinsurance and Self-Insured Retention. Permittee shall be fully and solely responsible for any deductible, coinsurance penalty or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with an insurance policy.
- G. Rights of Review and Rejection. The County's Risk Management Department may reject any insurer or self-insurance plan providing coverage or intending to do so because of poor financial condition or failure to operate legally. In such event, County shall provide Permittee a written notice of rejection, and Permittee shall acknowledge the rejection within thirty (30) days of receipt of the notice.
- H. No Representation of Coverage Adequacy. Permittee acknowledges that the limits, coverages and endorsements stated in and required by this Exhibit "A" are intended to minimize liability for County. Permittee shall not rely upon the insurance requirements set forth in this Exhibit "A" when determining the appropriate types, extent or limits of insurance coverage to protect Permittee against loss.