

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

5-F-1

Meeting Date:	December 4, 2018	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department:	Engineering & Public Works
Submitted By:	Engineering & Public Works
Submitted For:	Traffic Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) **approve** a license agreement (Agreement) with Traffic Technology Services, Inc. (TTS) to gain access to Palm Beach County's (County) real time traffic data (Traffic Data) and traffic signal timing plan data (Signal Data), collectively referred to as County Data.

B) **adopt** a Resolution delegating to the County Engineer or designee the authority to enter into such license agreements.

SUMMARY: Approval of this Agreement allows access of County Data by TTS for use in developing technologies, strategies and systems that improve traffic operations, fuel efficiency and traveler information. This Agreement supports the advancement of connected vehicle initiatives in the County. County Data shall be made available to TTS at no cost to the County. TTS agrees to provide the County with related Geographic Information Systems (GIS) inventory and signal performance metrics in exchange for access to County Data. The County may terminate this Agreement at any time at its sole discretion. Adoption of this Resolution will authorize the County Engineer or designee to execute future County Data license agreements without the need of the Board of County Commissioner's (BCC) approval. Countywide (LBH)

Background and Policy/Issues: The County Data is not confidential nor does it specifically identify any transportation end user in any manner. TTS agrees to provide the County with related Geographic Information Systems inventory and signal performance metrics in exchange for access to County Data. Other traffic technology consultants may be interested in gaining access to County Data and executing similar agreements with the County. Allowing the County Engineer or designee to execute these agreements will help streamline the BCC agenda process. Any agreement that substantially differs from the form agreement as shown in Exhibit A to the Resolution will require BCC approval.

Attachments:

1. License Agreement with Certificate of Liability Insurance (4)
2. Resolution with Exhibit A

Recommended By: _____

County Engineer

Date

19 Nov 2018

Approved By: _____

Assistant County Administrator

Date

11/30/18

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ **	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No
Does this item include the use of federal funds? Yes No X

Budget Acct No.: Fund__ Dept.__ Unit__ Object
Program

Recommended Sources of Funds/Summary of Fiscal Impact:

**This item has no fiscal impact.

C. Departmental Fiscal Review: . Ali Karaman

III. REVIEW COMMENTS

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

OFMB 11/4/18 7/11/8 11/8
Contract Dev. and Control 11/28/18 11/28/18

B. Approved as to Form and Legal Sufficiency:

11/29/2018
Assistant County Attorney

C. Other Department Review:

Department Director

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

LICENSE AGREEMENT BETWEEN PALM BEACH COUNTY

AND

TRAFFIC TECHNOLOGY SERVICES, INC. FOR COUNTY DATA

THIS LICENSE AGREEMENT (License) is made and entered into this _____ day of _____, 2018, by and between Palm Beach County, a political subdivision in the State of Florida ("COUNTY"), by and through its Board of County Commissioners and Traffic Technology Services, Inc. a Delaware Corporation, authorized to do business in Florida ("TTS") and its successors or assigns, by and through their duly authorized representatives. This License may refer to the County and TTS individually as a "Party" or jointly as the "Parties."

WITNESSETH:

WHEREAS, TTS is in the business of developing technologies, strategies, and systems for use in maximizing the efficiency of transportation end users and thus the overall capacity of existing transportation networks;

WHEREAS, the COUNTY collects real time traffic data hereinafter "Traffic Data", and traffic signal timing plan data, hereinafter Signal Data and other related data, hereinafter referred to collectively as "County Data";

WHEREAS, County Data may be made available to TTS at no cost to the COUNTY;

WHEREAS, County Data is not confidential, nor does it specifically identify any transportation end user in any manner;

WHEREAS, TTS agrees to provide the COUNTY with related Geographic Information Systems (GIS) inventory and signal performance metrics in exchange for access to County Data;

WHEREAS, TTS desires permission to obtain access to the County Data for use in conjunction with its business; and

WHEREAS, the COUNTY agrees to provide TTS with County Data to TTS, subject to the terms and conditions in this License;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. RECITALS The above recitals are true and correct to the best of the knowledge of the Parties and are incorporated herein by this reference.

SECTION 2. DEFINITIONS

The following terms as used herein shall have the following meanings:

“Real Time Traffic Data” means signal status and states, demand status and states, and other information available from traffic signal controller or the COUNTY’S Advanced Traffic Management System (ATMS).

“Traffic Signal Timing Data” means signal timing plans, as-built intersection design, traffic signal plans, signal control plans, or other documents that identify the time-of-day plans.

“County Data” means collectively, Real Time Traffic Data, Traffic Signal Timing Plan, and any other data provided to TTS by the COUNTY under this License. County Data does not include any personal information or individual user profiles.

“Product(s)” means the data that TTS derives from the County Data, and markets, distributes, and sells as “Personal Signal Assistant” or related products.

SECTION 3. GRANT OF LICENSE

3.1 The COUNTY grants to TTS a non-exclusive, non-transferable, non-sublicensable, limited, royalty-free license to obtain and use the County Data during the term of this License. TTS will be responsible for all costs, including costs associated with the COUNTY’s ATMS vendor making the Real Time Signal Data available to TTS.

3.2 The COUNTY will allow TTS access to County Data, via secure one-way communication, as a data stream of the most current information available on the existing signal communications system. TTS will extract the information it needs from the County Data. The COUNTY will provide TTS with access to County Data at no cost.

3.3 TTS acknowledges that the COUNTY makes no warranty or representation as to the quality, accuracy or timeliness of the County Data or that TTS will have continuous and unimpaired access to the County Data. All County Data is provided as is, with all faults, if any, and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, non-infringement and fitness for a particular purpose.

3.4 The COUNTY reserves the right to discontinue the access to the County Data stream upon seventy-two (72) hours’ advance written notice to TTS of its intent to do so for any reason. Notwithstanding anything to the contrary herein, the COUNTY reserves the right to immediately discontinue the County Data stream without notice and at the COUNTY’s discretion, upon evidence of tampering or other unauthorized interference with County Data.

3.5 The COUNTY retains all rights to the County Data, including raw data, that is provided to TTS. TTS shall have the right to provide Product to third parties. TTS shall not provide the County Data to any third party.

3.6 TTS shall not use the COUNTY’S name or COUNTY seal for any marketing or promotional purpose other than in describing the location covered by the Products. TTS shall not market or promote the Products as being sponsored, endorsed, or funded in any manner by the COUNTY.

3.7 TTS, its agents, employees, successors or assigns shall not interfere with, impede, or hamper the COUNTY's communications equipment or any other COUNTY electronic or traffic system or operations. In the event any such interference occurs or threatens to occur, TTS shall immediately notify the COUNTY and fully remedy all problems caused by such interference at its own cost.

SECTION 4. OWNERSHIP OF AND RIGHTS TO DATA

4.1 The COUNTY retains all rights to the County Data being provided to TTS. TTS shall own all rights to the Product, such as any formatted or predictive data generated from the County Data and shall provide attribution to the COUNTY, as the source of the County Data.

4.2 The COUNTY reserves the right to make available the same data for other parties that request access to County Data.

SECTION 5. REPORTING

TTS shall provide the COUNTY with reports of vehicle-based signal performance metrics, as data becomes available from TTS customer systems, at no charge to the COUNTY. Vehicle-based data is currently under development. TTS shall make the vehicle-based data freely-available without restriction for use by the COUNTY and the COUNTY's partners, agents, and vendors.

SECTION 6. CORPORATE WARRANTIES

TTS makes the following warranties:

6.1 Capacity. TTS warrants that its Chief Marketing Office is designated by TTS as authorized representative of TTS.

6.2 Authority to Conduct Business. TTS warrants that it is lawfully organized and constituted and duly authorized to operate and do business in the State of Florida.

6.3 Disclosure of Litigation. TTS warrants that as of the Effective Date there are no suits, actions, other proceedings, or reasonable anticipation of litigation in any judicial or quasi-judicial forum that will or may adversely affect TTS's ability to fulfill its obligations under this License. TTS further warrants that it will immediately notify the COUNTY if, during the term of this License, TTS becomes aware of any lawsuits, actions or proceedings or has reasonable anticipation of litigation in any judicial or quasi-judicial form that involve TTS or any Subcontractor and that will or may adversely affect TTS's ability to fulfill its obligations under this License.

6.4 Conflict of Interest. TTS warrants that it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under this License.

6.5 Compliance with Applicable Law. TTS warrants that it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and Florida and wherever performance occurs during the term of this License. TTS warrants it is currently in compliance with all tax laws.

SECTION 7. **TERMINATION**

TTS shall have the right to terminate this License without cause by providing the COUNTY with thirty (30) calendar days' written notice. The COUNTY may terminate this License immediately for any reason deemed appropriate in its sole discretion.

SECTION 8. **AMENDMENT**

Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to by the Parties in writing and executed in the same manner as was this License.

SECTION 9. **NOTICES**

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this License shall be in writing (including facsimile or electronically) and shall be delivered, as elected by the Party, by means of courier or messenger service, by facsimile or email (followed by mailing of hard copy by U.S. mail) or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the Parties may provide to each other in writing:

Absent notice to the contrary in writing, all communications to TTS shall be sent to:

Traffic Technology Services, Inc.
Attn: Contracts & Agreements
17933 NW Evergreen Pkwy, Suite 240
Beaverton, OR 97006
email: info@traffictechservices.com

Absent notice to the contrary in writing, all communications to the COUNTY shall be sent to:

PALM BEACH COUNTY: Director Traffic Division
Palm Beach County Engineering and
Public Works Department

P.O. Box 21229
West Palm Beach, FL 33416-1229

Palm Beach County Attorney's
Office

Attention: Yelizaveta "Liz" Herman
Assistant County Attorney
P.O. Box 1989
West Palm Beach, FL 33402-1989

Or at any other address as any Party may, from time to time, designate by notice given in compliance with this Section.

SECTION 10. ASSIGNMENT

TTS shall not assign, transfer, subcontract, or delegate all or any part of this License, or any interest therein, without the COUNTY'S prior written consent.

SECTION 11. INDEMNIFICATION

11.1 TTS shall defend, save, reimburse, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against all claims, liability, expense, loss, demands, suits, and causes of action of every kind or character, including all attorneys' fees and costs, whether at trial or appellate levels or otherwise, arising during or as a result of TTS or its officers, employees, subcontractors, or agents, performance of the terms of this License or due to the acts or omissions of TTS, its officers, employees, subcontractors, or agents, including intentional acts, under this License.

11.2 TTS will defend, save, and hold the COUNTY harmless from any and all claims resulting from the use of the County Data, from use of products developed using County Data, or from the use of any derivatives of County Data.

SECTION 12. INSURANCE

12.1 TTS shall provide the COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section, prior to approval and execution of this License by the COUNTY. **The Certificate of Insurance must clearly identify this License and the expiration date, on its face.** The COUNTY, its officials, officers, and employees must be named additional insureds on the Certificate of Insurance.

12.2 TTS’s insurance minimum limits to be maintained (inclusive of any amounts provided by an Umbrella or Excess Policy) are as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

12.3 TTS must maintain Information Security/Cyber Liability Insurance, which must include: Internet Media Liability including cloud computing and mobile devices, for protection of private of confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss denial or loss of service, introduction, implantation or spread of malicious software code, security breach unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

Each Occurrence –	\$2,000,000.00
Network Security / Privacy Liability –	\$2,000,000.00
Breach Response / Notification Sublimit –	A minimum limit of 50% of the policy aggregate
Technology Products E&O –	\$2,000,000.00

Coverage must be maintained in effect during the period of the License and for no less than two (2) years after termination or completion of the License.

12.4 Neither approval by COUNTY nor failure to disapprove the insurance by TTS will relieve TTS of its full responsibility for performance of any obligation including TTS’s indemnification of COUNTY under this License, which indemnification obligation is entirely separate and independent of the insurance obligation.

12.5 Compliance with the foregoing insurance requirements does not relieve TTS, its employees, or its agents of liability from any obligation under a Section or any other portion of this License.

SECTION 13. PERSONAL LIABILITY

Nothing in this License may be construed to create any personal liability on the part of any officer or agent of either Party to this License.

SECTION 14. FORCE MAJEURE

In the event that either Party is unable to perform any of its obligations under this License due to a Force Majeure Event not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, the performance obligations affected by the Force Majeure event shall immediately be suspended.

SECTION 15. VENUE

This License shall be construed and governed by the laws of the State of Florida. Venue for any and all legal action necessary to enforce this License shall be held in Palm Beach County. No remedy conferred upon either Party by this License is intended to be exclusive of any other remedy existing at law, in equity or otherwise. No single or partial exercise by either Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 16. WAIVER

Any waiver by either Party of its rights with respect to a default under this License, or with respect to any other matters arising in connection with this License, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this License or to exercise any rights under this License shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

SECTION 17. SURVIVABILITY

In the event any provision hereof is held invalid by a court of competent jurisdiction, the remaining portions of the License shall remain in full force and effect.

SECTION 18. PREPARATION OF THE LICENSE

The Parties acknowledge that each of the Parties has participated in the drafting of this License. No Party shall be considered to be the drafter of this License for the purposes of interpretation.

SECTION 19. THIRD PARTY BENEFICIARY

Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this License to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this License.

SECTION 20. ENTIRE LICENSE

This License constitutes the entire agreement between the COUNTY and TTS and supersedes all proposals, negotiations, and oral and written agreements between the Parties on this subject.

SECTION 21. LEGAL FEES.

The Parties shall bear their own costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms and conditions of this License.

SECTION 22. NON-DISCRIMINATION

The Parties agree that no person shall be excluded or discriminated against on the basis of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this License.

SECTION 23. INSPECTOR GENERAL

The 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 Parties, 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.

SECTION 24. PUBLIC RECORDS

TTS shall maintain books, records, and documents to justify all charges, expenses and costs incurred or paid by them under this License in performance of the term of this License, in accordance with Generally Accepted Accounting Principles (GAAP), as promulgated by the Government Finance Officers Association from time to time. The County and TTS shall have access to all books, records, and documents as required in this License, and for at least three (3)

years after termination of the License, if it is determined that this License and/or the records are subject to inspection under the public records laws of the State of Florida

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if TTS: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., TTS shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time TTS is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.

B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. TTS further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the License term and following completion of the License, if TTS does not transfer the records to the public agency.

D. Upon completion of the License TTS shall transfer, at no cost to the COUNTY, all public records in possession of TTS unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If TTS transfers all public records to the COUNTY upon completion of the License, TTS shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If TTS keeps and maintains public records upon completion of the License, TTS shall meet all applicable requirements for retaining public records. All records stored electronically by TTS must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of TTS to comply with the requirements of this article shall be a material breach of this License. COUNTY shall have the right to exercise any and all remedies available to it, including

but not limited to, the right to terminate for cause. TTS acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF TTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LICENSE, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

SECTION 25. CONTRACTUAL RELATIONSHIP

The COUNTY and TTS are and shall be, in the performance of all work, services and activities under this License independent contractors and not employees, agents or servants of the other Party. All COUNTY employees engaged in the work or services performed pursuant to this License shall at all times, and in all places, be subject to COUNTY's sole direction, supervision, and control. All TTS employees engaged in the work or services performed pursuant to this License shall at all times, and in all places, be subject to TTS' sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Parties' relationship and the relationship of its employees to the other Party shall be that of an independent contractor and not as employees or agents of the other. The COUNTY and TTS do not have the power or authority to bind each other in any promise, agreement or representation without the prior written consent of the other Party.

SECTION 26. LEGAL COMPLIANCE

TTS shall abide by all applicable federal, State and local laws, orders, rules and regulations when performing under this License.

SECTION 27. WAIVER OF JURY TRIAL

The Parties hereby waive any rights either of them may have to a jury trial in any litigation arising out of or related to this License and agree that they shall not elect a trial by jury. The Parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

SECTION 28. CONVICTED VENDOR LIST

As provided in Sections 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this License or performing any work in furtherance hereof, COUNTY shall have its contractor certify that their affiliates, suppliers and subconsultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof.

SECTION 29. SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this License or performing any work in furtherance hereof, TTS certifies that it, its affiliates, contractors, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

SECTION 30. EFFECTIVE DATE

This License shall be effective and binding upon the Parties hereto once the License has been signed by both Parties and filed with the Clerk of the Court in and for Palm Beach County, Florida.

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IN WITNESS OF THIS, the Parties hereby execute this through their authorized representatives.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
~~Melissa McKinlay~~, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Yelizaveta Herman
Assistant County Attorney

By: Motasem Al-Turk
Motasem A. Al-Turk, Ph.D., P.E.
Traffic Division Director

TRAFFIC TECHNOLOGY SERVICES, INC.

a Delaware corporation

By: Kristian T. Milster
(signature)

KRISTIAN T. MILSTER
(print signatory's name)

Its DIRECTOR OF GOVERNMENT ACCOUNTS
(print title)

September 27, 2018
(date of execution)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2018

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

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

PRODUCER Sahli Miller Insurance 12300 SE Mallard Way Ste 101 Milwaukie OR 97222	CONTACT NAME: Shawn Miller PHONE (A/C No. Ext.): (503) 652-7020 FAX (A/C No.): (503) 652-8022 E-MAIL ADDRESS: smiller@sahlimillerinsurance.com
INSURED Traffic Technology Services Inc. 17933 NW Evergreen Pkwy Ste 240 Beaverton OR 97006	INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company A+ 24082 INSURER B: Evanston Insurance Company INSURER C: Commerce Industry & Insurance Co 19410 INSURER D: Great American E & S Insurance Co 37532 INSURER E: Ohio Security Insurance Company A+ 24082 INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		BKS56698634	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employers Liability \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BAS57514507	08/22/2018	08/22/2019	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			XS9952602/EBU035407833	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	XWS56698634	06/01/2018	06/01/2019	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Info. Technology Professionals			IT812619	10/01/2018	10/01/2019	Ea. Claim/Aggregate \$2,000,000
B	Cyber Liability/Breach			IT812619	10/01/2018	10/01/2019	Ea. Claim/Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is endorsed as an additional insured for general liability per policy conditions, limitations and exclusions per written contract.

CERTIFICATE HOLDER Palm Beach County c/o Engineering Department & Public Work PO Box 21229 West Palm Beach, FL 33416-1229 Phone: (561)684-4101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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RESOLUTION NO. R-2018-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, DELEGATING TO THE COUNTY ENGINEER, OR DESIGNEE, THE AUTHORITY TO ENTER INTO COUNTY DATA LICENSE AGREEMENTS AS SET FORTH IN EXHIBIT A; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, several entities have requested permission to obtain access to Palm Beach County's (County) real time traffic data and traffic signal timing plan data, hereinafter referred to collectively as County Data for use in conjunction with their businesses; and

WHEREAS, the County agrees to allow such access to each of these entities through a County Data license agreement; and

WHEREAS, County Data shall be used by entities to assist in developing systems for use in maximizing the efficiency of transportation end users and thus the overall capacity of existing transportation networks; and

WHEREAS, the Board of County Commissioners (BCC) agrees to delegate to the County Engineer or designee the authority to enter into County Data license agreements as shown in **Exhibit A**, attached hereto and made a part hereof; and

WHEREAS, the BCC finds that this delegation of authority will eliminate the delay caused by requiring such items to be brought before the BCC for its approval; and

WHEREAS, the BCC finds that delegation of this authority furthers the BCC's objective of streamlining the agenda process.

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

1. The recitals contained above are true and correct and incorporated herein by reference.
2. The County Engineer or designee is hereby delegated the authority to enter into County Data license agreements as shown in **Exhibit A**.
3. The terms of this Resolution shall take effect upon adoption by the BCC.

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:	Hal R. Valeche	-
District 2:		-
District 3:	Dave Kerner	-
District 4:		-
District 5:	Mary Lou Berger	-
District 6:	Melissa McKinlay	-
District 7:	Mack Bernard	-

The Mayor thereupon declared the Resolution duly passed and adopted this _____
day of _____, 2018.

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: _____
Yelizaveta Herman
Assistant County Attorney

COUNTY DATA LICENSE AGREEMENT BETWEEN PALM BEACH COUNTY

AND

(APPLICANT NAME)

THIS COUNTY DATA LICENSE AGREEMENT (License) is made and entered into this _____ day of _____, 2018, by and between Palm Beach County, a political subdivision in the State of Florida (COUNTY), by and through its Board of County Commissioners and _____ a _____ Corporation, authorized to do business in Florida (APPLICANT) and its successors or assigns, by and through their duly authorized representatives. This License may refer to the County and _____ individually as a Party or jointly as the Parties.

WITNESSETH:

WHEREAS, APPLICANT is in the business of developing technologies, strategies, and systems for use in maximizing the efficiency of transportation end users and thus the overall capacity of existing transportation networks; and

WHEREAS, COUNTY collects real time traffic data, hereinafter Traffic Data traffic signal timing plan data, hereinafter Signal Data; and other related data, hereinafter referred to collectively as County Data; and

WHEREAS, County Data may be made available to APPLICANT at no cost to the COUNTY; and

WHEREAS, County Data is not confidential, nor does it specifically identify any transportation end user in any manner; and

WHEREAS, APPLICANT agrees to provide the COUNTY with related Geographic Information Systems (GIS) inventory and signal performance metrics in exchange for access to County Data; and

WHEREAS, APPLICANT desires permission to obtain access to County Data for use in conjunction with its business; and

WHEREAS, COUNTY agrees to provide APPLICANT with County Data, subject to the terms and conditions in this License.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. RECITALS The above recitals are true and correct to the best of the knowledge of the Parties and are incorporated herein by this reference.

SECTION 2. DEFINITIONS

The following terms as used herein shall have the following meanings:

“Real Time Traffic Data” means signal status and states, demand status and states, and other information available from traffic signal controller or COUNTY’s Advanced Traffic Management System (ATMS).

“Traffic Signal Timing Data” means signal timing plans, as-built intersection design, traffic signal plans, signal control plans, or other documents that identify the time-of-day plans.

“County Data” means collectively, Real Time Traffic Data, Traffic Signal Timing Plan, and any other data provided to APPLICANT by COUNTY under this License. County Data does not include any personal information or individual user profiles.

“Product(s)” means the data that APPLICANT derives from County Data, and markets, distributes, and sells as Personal Signal Assistant or related products.

SECTION 3. GRANT OF LICENSE

3.1 COUNTY grants to APPLICANT a non-exclusive, non-transferable, non-sublicensable, limited, royalty-free license to obtain and use County Data during the term of this License. APPLICANT will be responsible for all costs, including costs associated with COUNTY’s ATMS vendor making Real Time Signal Data available to APPLICANT.

3.2 COUNTY will allow APPLICANT access to County Data, via secure one-way communication, as a data stream of the most current information available on the existing signal communications system. APPLICANT will extract the information it needs from County Data. COUNTY will provide APPLICANT with access to County Data at no cost.

3.3 APPLICANT acknowledges that COUNTY makes no warranty or representation as to the quality, accuracy or timeliness of County Data or that APPLICANT will have continuous and unimpaired access to County Data. All County Data is provided as is, with all faults, if any, and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, non-infringement and fitness for a particular purpose.

3.4 COUNTY reserves the right to discontinue the access to County Data stream upon seventy-two (72) hours’ advance written notice to APPLICANT of its intent to do so for any reason. Notwithstanding anything to the contrary herein, COUNTY reserves the right to immediately discontinue County Data stream without notice and at COUNTY’s discretion, upon evidence of tampering or other unauthorized interference with County Data.

3.5 COUNTY retains all rights to County Data, including raw data, that is provided to APPLICANT. APPLICANT shall have the right to provide Product to third parties. APPLICANT shall not provide County Data to any third party.

3.6 APPLICANT shall not use the COUNTY name or the COUNTY seal for any marketing or promotional purpose other than in describing the location covered by the Product(s). APPLICANT shall not market or promote the Product(s) as being sponsored, endorsed, or funded in any manner by COUNTY.

3.7 APPLICANT, its agents, employees, successors or assigns shall not interfere with, impede, or hamper COUNTY's communications equipment or any other COUNTY electronic or traffic system or operation. In the event any such interference occurs or threatens to occur, APPLICANT shall immediately notify COUNTY and fully remedy all problems caused by such interference at its own cost.

SECTION 4. OWNERSHIP OF AND RIGHTS TO DATA

4.1 COUNTY retains all rights to County Data being provided to APPLICANT. APPLICANT shall own all rights to the Product, such as any formatted or predictive data generated from County Data and shall provide attribution to COUNTY, as the source of County Data.

4.2 COUNTY reserves the right to make available the same data for other parties that request access to County Data.

SECTION 5. REPORTING

APPLICANT shall provide COUNTY with reports of vehicle-based signal performance metrics, as data becomes available from APPLICANT customer systems, at no charge to COUNTY. Vehicle-based data is currently under development. APPLICANT shall make the vehicle-based data freely-available without restriction for use by COUNTY and COUNTY's partners, agents, and vendors.

SECTION 6. CORPORATE WARRANTIES

APPLICANT makes the following warranties:

6.1 Capacity. APPLICANT warrants that its Chief Marketing Office is designated by APPLICANT as authorized representative of APPLICANT.

6.2 Authority to Conduct Business. APPLICANT warrants that it is lawfully organized and constituted and duly authorized to operate and do business in the State of Florida.

6.3 Disclosure of Litigation. APPLICANT warrants that as of the Effective Date there are no suits, actions, other proceedings, or reasonable anticipation of litigation in any judicial or quasi-judicial forum that will or may adversely affect APPLICANT's ability to fulfill its obligations under this License. APPLICANT further warrants that it will immediately notify COUNTY if, during the term of this License, APPLICANT becomes aware of any lawsuits, actions or

proceedings or has reasonable anticipation of litigation in any judicial or quasi-judicial form that involve APPLICANT or any Subcontractor that will or may adversely affect APPLICANT's ability to fulfill its obligations under this License.

6.4 Conflict of Interest. APPLICANT warrants that it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under this License.

6.5 Compliance with Applicable Law. APPLICANT warrants that it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and Florida and wherever performance occurs during the term of this License. APPLICANT warrants it is currently in compliance with all tax laws.

SECTION 7. TERMINATION

APPLICANT shall have the right to terminate this License without cause by providing the COUNTY with thirty (30) calendar days written notice. The COUNTY may terminate this License immediately for any reason deemed appropriate at its sole discretion.

SECTION 8. AMENDMENT

Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to by the Parties in writing and executed in the same manner, as was this License.

SECTION 9. NOTICES

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this License shall be in writing (including facsimile or electronically) and shall be delivered, as elected by the Party, by means of courier or messenger service, by facsimile or email (followed by mailing of hard copy by U.S. mail) or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the Parties may provide to each other in writing:

Absent notice to the contrary in writing, all communications to APPLICANT shall be sent to:

APPLICANT:

Attn: _____

Absent notice to the contrary in writing, all communications to the COUNTY shall be sent to:

PALM BEACH COUNTY: Tanya N. McConnell, P.E., Deputy County Engineer
Palm Beach County Engineering and
Public Works Department
P.O. Box 21229
West Palm Beach, FL 33416-1229

Palm Beach County Attorney's
Office

Attention: Yelizaveta "Liz" Herman
Assistant County Attorney
P.O. Box 1989
West Palm Beach, FL 33402-1989

Or at any other address as any Party may, from time to time, designate by notice given in compliance with this Section.

SECTION 10. ASSIGNMENT

APPLICANT shall not assign, transfer, subcontract, or delegate all or any part of this License, or any interest therein, without COUNTY's prior written consent.

SECTION 11. INDEMNIFICATION

11.1 APPLICANT shall defend, save, reimburse, indemnify, and hold harmless COUNTY, its officers, agents, and employees, from and against all claims, liability, expense, loss, demands, suits, and causes of action of every kind or character, including all attorneys' fees and costs, whether at trial or appellate levels or otherwise, arising during or as a result of APPLICANT or its officers, employees, subcontractors, or agents, performance of the terms of this License or due to the acts or omissions of APPLICANT, its officers, employees, subcontractors, or agents, including intentional acts, under this License.

11.2 APPLICANT will defend, save, and hold COUNTY harmless from any and all claims resulting from the use of County Data, from the use of products developed using County Data, or from the use of any derivatives of County Data.

SECTION 12. INSURANCE

12.1 APPLICANT shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by

this Section, prior to approval and execution of this License by COUNTY. **The Certificate of Insurance must clearly identify this License and the expiration date, on its face.** COUNTY, its officials, officers, and employees must be named additional insureds on the Certificate of Insurance.

12.2 APPLICANT's insurance minimum limits to be maintained (inclusive of any amounts provided by an Umbrella or Excess Policy) are as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

12.3 APPLICANT must maintain Information Security/Cyber Liability Insurance, which must include: Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss denial or loss of service, introduction, implantation or spread of malicious software code, security breach unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

Each Occurrence –	\$2,000,000.00
Network Security / Privacy Liability –	\$2,000,000.00
Breach Response / Notification Sublimit –	A minimum limit of 50% of the policy aggregate
Technology Products E&O –	\$2,000,000.00

Coverage must be maintained in effect during the period of the License and for no less than two (2) years after termination or completion of the License.

12.4 Neither approval by COUNTY nor failure to disapprove the insurance by APPLICANT will relieve APPLICANT of its full responsibility for performance of any obligation including APPLICANT's indemnification of COUNTY under this License, which indemnification obligation is entirely separate and independent of the insurance obligation.

12.5 Compliance with the foregoing insurance requirements does not relieve APPLICANT, its employees, or its agents of liability from any obligation under a Section or any other portion of this License.

SECTION 13. PERSONAL LIABILITY

Nothing in this License may be construed to create any personal liability on the part of any officer or agent of either Party to this License.

SECTION 14. FORCE MAJEURE

In the event that either Party is unable to perform any of its obligations under this License due to a Force Majeure event not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, the performance obligations affected by the Force Majeure event shall immediately be suspended.

SECTION 15. VENUE

This License shall be construed and governed by the laws of the State of Florida. Venue for any and all legal action necessary to enforce this License shall be held in Palm Beach County. No remedy conferred upon either Party by this License is intended to be exclusive of any other remedy existing at law, in equity or otherwise. No single or partial exercise by either Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 16. WAIVER

Any waiver by either Party of its rights with respect to a default under this License, or with respect to any other matters arising in connection with this License, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this License or to exercise any rights under this License shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

SECTION 17. SURVIVABILITY

In the event any provision hereof is held invalid by a court of competent jurisdiction, the remaining portions of the License shall remain in full force and effect.

SECTION 18. PREPARATION OF THE LICENSE

The Parties acknowledge that each of the Parties has participated in the drafting of this License. No Party shall be considered to be the drafter of this License for the purposes of interpretation.

SECTION 19. THIRD PARTY BENEFICIARY

Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this License to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this License.

SECTION 20. ENTIRE LICENSE

This License constitutes the entire agreement between COUNTY and APPLICANT and supersedes all proposals, negotiations, and oral and written agreements between the Parties on this subject.

SECTION 21. LEGAL FEES.

The Parties shall bear their own costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms and conditions of this License.

SECTION 22. NON-DISCRIMINATION

The Parties agree that no person shall be excluded or discriminated against on the basis of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this License, as provided in County R-2017-1770, as amended.

SECTION 23. INSPECTOR GENERAL

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 Parties, 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.

SECTION 24. PUBLIC RECORDS

APPLICANT shall maintain books, records, and documents to justify all charges, expenses and costs incurred or paid by them under this License in performance of the term of this License, in accordance with Generally Accepted Accounting Principles (GAAP), as promulgated by the Government Finance Officers Association from time to time. COUNTY and APPLICANT shall have access to all books, records, and documents as required in this License, and for at least three (3) years after termination of the License, if it is determined that this License and/or the records are subject to inspection under the public records laws of the State of Florida

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if APPLICANT: (i) provides a service; and (ii) acts on behalf of COUNTY as provided under Section 119.011(2) F.S., APPLICANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. APPLICANT is specifically required to:

A. Keep and maintain public records required by COUNTY to perform services as provided under this License.

B. Upon request from COUNTY's Custodian of Public Records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. APPLICANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the License term and following completion of the License, if APPLICANT does not transfer the records to the public agency.

D. Upon completion of the License APPLICANT shall transfer, at no cost to COUNTY, all public records in possession of APPLICANT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by COUNTY to perform the service. If APPLICANT transfers all public records to COUNTY upon completion of the License, APPLICANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If APPLICANT keeps and maintains public records upon completion of the License, APPLICANT shall meet all applicable requirements for retaining public records. All records stored electronically by APPLICANT must be provided to COUNTY, upon request of COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of APPLICANT to comply with the requirements of this article shall be a material breach of this License. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. APPLICANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO APPLICANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LICENSE, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

SECTION 25. CONTRACTUAL RELATIONSHIP

COUNTY and APPLICANT are and shall be, in the performance of all work, services and activities under this License independent contractors and not employees, agents or servants of the other Party. All COUNTY employees engaged in the work or services performed pursuant to this License shall at all times, and in all places, be subject to COUNTY's sole direction, supervision, and control. All APPLICANT employees engaged in the work or services performed pursuant to this License shall at all times, and in all places, be subject to APPLICANT's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Parties' relationship and the relationship of its employees to the other Party shall be that of an independent contractor and not as employees or agents of the other. COUNTY and APPLICANT do not have the power or authority to bind each other in any promise, agreement or representation without the prior written consent of the other Party.

SECTION 26. LEGAL COMPLIANCE

APPLICANT shall abide by all applicable federal, State and local laws, orders, rules and regulations when performing under this License.

SECTION 27. WAIVER OF JURY TRIAL

The Parties hereby waive any rights either of them may have to a jury trial in any litigation arising out of or related to this License and agree that they shall not elect a trial by jury. The Parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

SECTION 28. CONVICTED VENDOR LIST

As provided in Sections 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this License or performing any work in furtherance hereof, COUNTY shall have its contractor certify that their affiliates, suppliers and subconsultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof.

SECTION 29. SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this License or performing any work in furtherance hereof, APPLICANT certifies that it, its affiliates, contractors, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

SECTION 30. EFFECTIVE DATE

This License shall be effective and binding upon the Parties hereto once the License has been signed by both Parties and filed with the Clerk of the Court in and for Palm Beach County, Florida.

IN WITNESS OF THIS, the Parties hereby execute this License through their authorized representatives.

EXECUTED by APPLICANT this _____ day of _____, 2018.

(APPLICANT Seal)

ATTEST:

BY: _____
(Signature)

(Print Name/Title)

BY: _____
(Signature)

(Print Name/Title)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: _____
(Signature)

(Print Name/Title)

APPROVED AS TO TERMS
AND CONDITIONS

BY: _____
(Signature)

(Print Name/Title)

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____ Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Yelizaveta Herman
Assistant County Attorney

By: _____
Motasem A. Al-Turk, Ph.D., P.E.
Traffic Division Director