

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

Meeting Date:	May 6, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

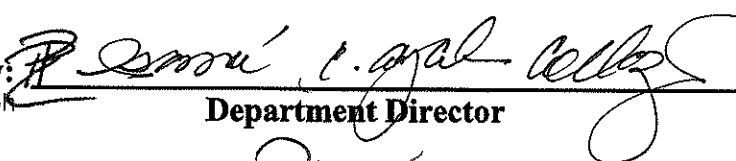
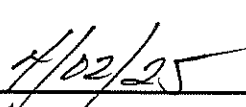

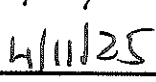
Motion and Title: Staff recommends motion to receive and file: Standard License Agreement for use of County-Owned Property located at 9620 Weisman Way, adjacent to the County Stockade from April 22, 2025 through April 28, 2025 with South Florida Fair and Palm Beach Expositions, Inc., for parking by the public and the Palm Beach County Sheriff's Office during the 2025 Barrett Jackson Event.

Summary: In accordance with County PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. The attached Standard License Agreement has been fully executed on behalf of the Board of County Commissioners (BCC) by the County Administrator or designee, who in this case was the Director of the Facilities Development and Operations Department. The Standard License Agreement was approved in accordance with R2010-0333, as amended and approved by the BCC on October 1, 2013. This executed document is now being submitted to the BCC to receive and file. There is no fiscal impact associated with the approval of this item. **(Property & Real Estate Management) District 6 (YBH)**

Background and Justification: The delegation of authority which provided authority for the County Administrator or designee to execute standard license agreements was designed to expedite and streamline the process for commercial use of county-owned property after submission of an application for use and after the determination of whether a license fee should be charged for the use. There is no license fee if the applicant demonstrates that (i) the activity is for the purpose of promoting community interest and welfare, and (ii) the applicant will not realize a profit based on the use.

Attachments:

- 1. Location Map
- 2. Standard License Agreement (with Exhibits)
- 3. Certificate of Insurance

Recommended By:	 ybh	Department Director	 Date
Approved By:	 for	County Administrator	 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes No X

Does this item include the use of federal funds? Yes No X

Does this item include the use of state funds? Yes No X

Budget Account No: Fund Dept Unit Object
Program

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

There is no fiscal impact associated with this item.

Fixed Asset Number:

PCN: 00-42-43-31-14-001-000

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB
4/7/2025
4/7

Contract Development and Control
4/8/25
254.6.25

B. Legal Sufficiency:

Assistant County Attorney
4/14/25

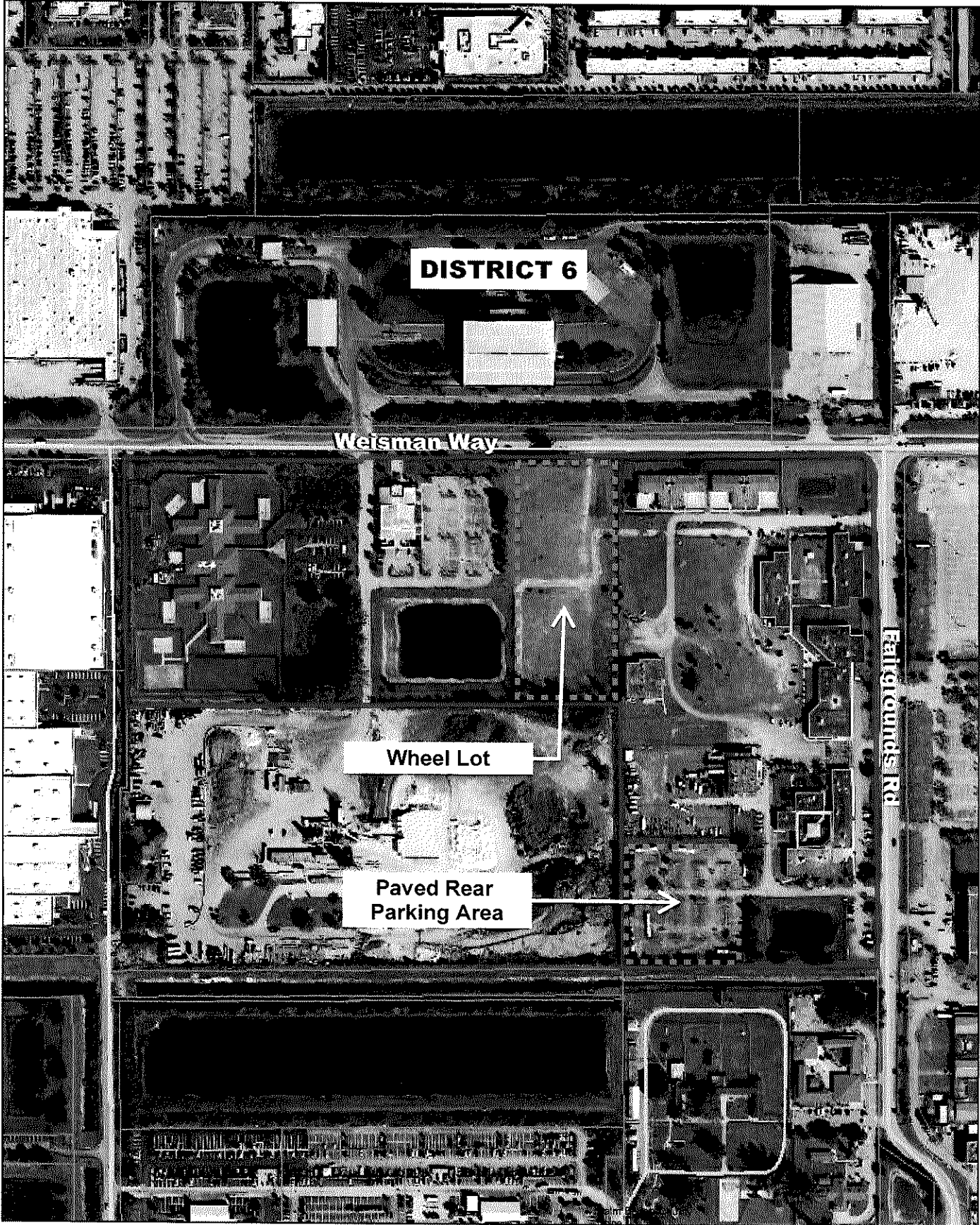
C. Other Department Review:

Department Director

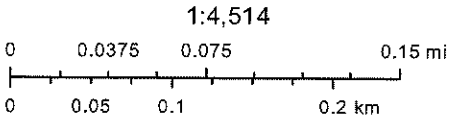
This summary is not to be used as a basis for payment.

Location Map

00-42-43-31-14-001-0000



January 25, 2024



Attachment 1

Attachment 2
Standard License Agreement (with Exhibits)

**STANDARD LICENSE AGREEMENT
FOR USE OF COUNTY-OWNED PROPERTY**

This License Agreement made and entered into MAY 28, 2025, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as ("County") and **SOUTH FLORIDA FAIR AND PALM BEACH COUNTY EXPOSITIONS, INC.**, a Florida not for profit corporation, ("Licensee").

WITNESSETH:

WHEREAS, Licensee has applied for a License to Use County owned property via the Application for License to Use County-Owned Property (the "Application"), attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, County is the owner of the real property and/or improvements described on the Application; and

WHEREAS, County is willing to grant Licensee a revocable license to use the property for the purposes described on the Application and hereinafter defined.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby permits Licensee to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

1. Premises

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on the Application. The Application, which may include special conditions of use as set forth in the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

2. **Length of Term and Effective Date**

This License Agreement shall be effective upon execution by both parties (the "Commencement Date"). The term of this License Agreement shall continue until the earlier of (i) the time listed on the Application; or (ii) termination in accordance to the terms of this License Agreement.

3. **License Fee**

No License Fee is assessed as the activity is to promote community interest and welfare and the Licensee will not realize a profit from the activity. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.

4. **Termination**

The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

5. **Waste or Nuisance**

Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

6. **Governmental Regulations**

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Licensee warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated

equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

8. Surrender of Premises

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

9. Maintenance and Repair

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

10. Indemnification of County

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. Insurance

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440, Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department.

Licensee shall also name the County as a Certificate Holder. The Certificate Holder shall read "Palm Beach County Board of County Commissioners, c/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603".

A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this License Agreement. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Licensee's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Licensee shall look solely to any insurance in its favor without making any claim against the County, and the Licensee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the County.

12. Utilities

The County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises unless the responsibility for utilities is listed by the County as a special condition of use on the Application. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

13. Rules of Premises

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

14. Subcontracting

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

15. Entire Agreement

This License Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration,

waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. 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 national overnight delivery service, telecopied, or faxed, 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 national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5:00 PM EST on a business day and on the next business day if transmitted after 5:00 PM EST 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:

Property and Real Estate Management
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33411
Phone: (561) 233-0217

with a copy to:

Palm Beach County
Attn: County Attorney, Real Estate
301 North Olive Avenue
West Palm Beach, FL 33401
Fax: (561) 355-6461

(b) If to the Licensee at:

South Florida Fair and Palm Beach County Expositions, Inc.
Attn: Matt Wallsmith, President/CEO
9067 Southern Blvd
West Palm Beach, FL 33415
Phone: (561) 790-5205

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

17. **Severability**
If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.
18. **WAIVER OF JURY TRIAL**
THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.
19. **Governing Law and Venue**
This License Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the License Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.
20. **Recording**
Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.
21. **Time of Essence**
Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.
22. **Palm Beach County Office of the Inspector General**
Pursuant to Palm Beach County Code, Sections, 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
23. **No Third Party Beneficiary**
No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.
24. **Nongovernmental Entity Human Trafficking**
Licensee warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Licensee has executed the Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein as **Exhibit "B"**.

25. **E-Verify – Employment Eligibility**

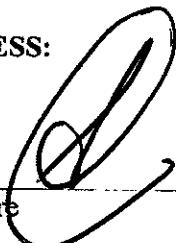
Licensee warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, which requires, in part, that no later than January 1, 2021, Licensee shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Licensee's contractors and subcontractors performing any duties and obligations under this License are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

County shall terminate this License if it has a good faith belief that Licensee has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK


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

WITNESS:

By: 
Signature

Alex Rodriguez
Printed Name

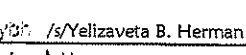
LICENSEE:

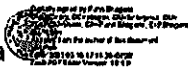
By: 
Signature
President & CEO
South Florida Fair &
Palm Beach County Expositions, Inc.
MATT WALLSMITH
Printed Name

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

By: 
Director, Facilities Development & Operations

APPROVED AS TO LEGAL
SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS
By: 
Director, Property & Real Estate Management

Barrett-Jackson 2025/License Agreement

Exhibit "A" to License Agreement

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

EXHIBIT "A"

APPLICATION FOR LICENSE TO USE COUNTY-OWNED PROPERTY

This application may be used to apply for a License to use County owned property. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Facilities Development & Operations Department (FDO)
PBCFacilityUsePermit@pbcbgov.org
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Director
Telephone: 561-233-0220 / Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use, and fees for the Use as defined herein. Any fees are due prior to the Use.

1. USER/APPLICANT

Name of Applicant: Matthew Wallsmith, President & CEO

Name of Organization/Licensee: South Florida Fair & Palm Beach County Expositions, Inc.

Address: 9067 Southern Blvd.

City: West Palm Beach State: FL Zip: 33411

Phone: (561) 790-5205 Email: matt@southfloridafair.com

Name of the Authorized Representative : Matthew Wallsmith, President & CEO

Type of Entity: ☐ Public Agency ☒ Non-Profit ☐ Other (Specify) _____

2. REQUESTED PROPERTY

Name of Property: Parcel East of the Video Visitation Center ("Wheel lot") and the paved parking areas behind the Stockade
(Please include room or area requested) ("Paved Rear Parking Area" (See Exhibit A-2) & Parking Area East of the Wheel Lot also on Exhibit "A-2")

Address: 9620 Weisman Way

City: West Palm Beach State: FL Zip: 33411

3. NATURE OF USE: (Please check one)

☐ Training ☐ Educational ☐ Recreational ☐ Meeting

☒ Non-profit Event ☐ Other _____

Does Use include the sale of Goods and/or Services? ☐ Yes ☒ No

Will User charge an Admission Fee and/or Participation Fee? ☐ Yes ☒ No

Amount to be charged for Admission Fee and/or Participation Fee: _____

Detailed description of the nature and purpose of use (attach additional sheets as necessary):

Wheel Lot will be used for public off-site parking during the 2025 Barrett Jackson event. Subject to conditions outlined in Exhibit "A-1". Paved Parking Areas behind the Stockade (Paved Rear Parking Area).

4. FOOD AND BEVERAGE

Use includes food and/or beverage? ☐ Yes ☒ No

Use includes the sale, use or consumption of alcohol? ☐ Yes ☒ No

Note: A custodial fee may be imposed if the Use involves food and/or beverages.

5. DATE AND TIME OF USE

Date(s) of Use: April 22-April 28, 2025

Time(s) of Use: 06 : 00 AM - 01 : 00 AM

6. EQUIPMENT

Amount of Equipment Requested: N/A Tables N/A Chairs

All equipment contained or used within the Facility is subject to approval by the Department.

7. ADDITIONAL USERS

Organization(s)/individual(s) participating in use, if other than Applicant (attach additional pages to list more organization(s)/individual(s)):

Name: N/A

Address: _____

City: _____ State: _____ Zip: _____

Phone: () - Email: _____

Contact Person: _____

Type of Entity: ☐ Public Agency ☒ Non-Profit ☐ Other (Specify) _____

8. VENDORS

List all vendors of the Event: None

9. ADVERTISING

Will the event be advertised to the Public? ☒ Yes ☐ No

If yes, by what means?: ☒ Radio ☒ TV ☒ Other Social Media

TO BE PROVIDED BY FDO (After evaluation of the Application):

1. FEES AND ADDITIONAL CHARGES

- | | | |
|--------------------------|----------------|----------|
| <input type="checkbox"/> | License Fees | \$ _____ |
| <input type="checkbox"/> | Custodial Fees | \$ _____ |
| <input type="checkbox"/> | Service Costs | \$ _____ |
| <input type="checkbox"/> | Other Costs | \$ _____ |

2. Special Conditions of Use: See attached Exhibit "A-2"

By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.

[Signature]

Date: 2-21-25

Signature of Authorized Representative

Matt Wells-Smith

Printed Name and Title of Authorized Representative

APPROVED BY:

Isami Ayala-Collazo

Digitally signed by Ismael Ayala-Collado
DN: cn=org, dc=cyberang, ou=cyberang, ou=CA, dc=org, cn=users, cn=ismael Ayala-Collado, email=ismaelcollado@cyberang.org
Warning: I am approving this document
Date: 2025.02.26 17:43:50-0600
Post PDF Editor Version: 12.1.0

Director, Facilities Development & Operations Department

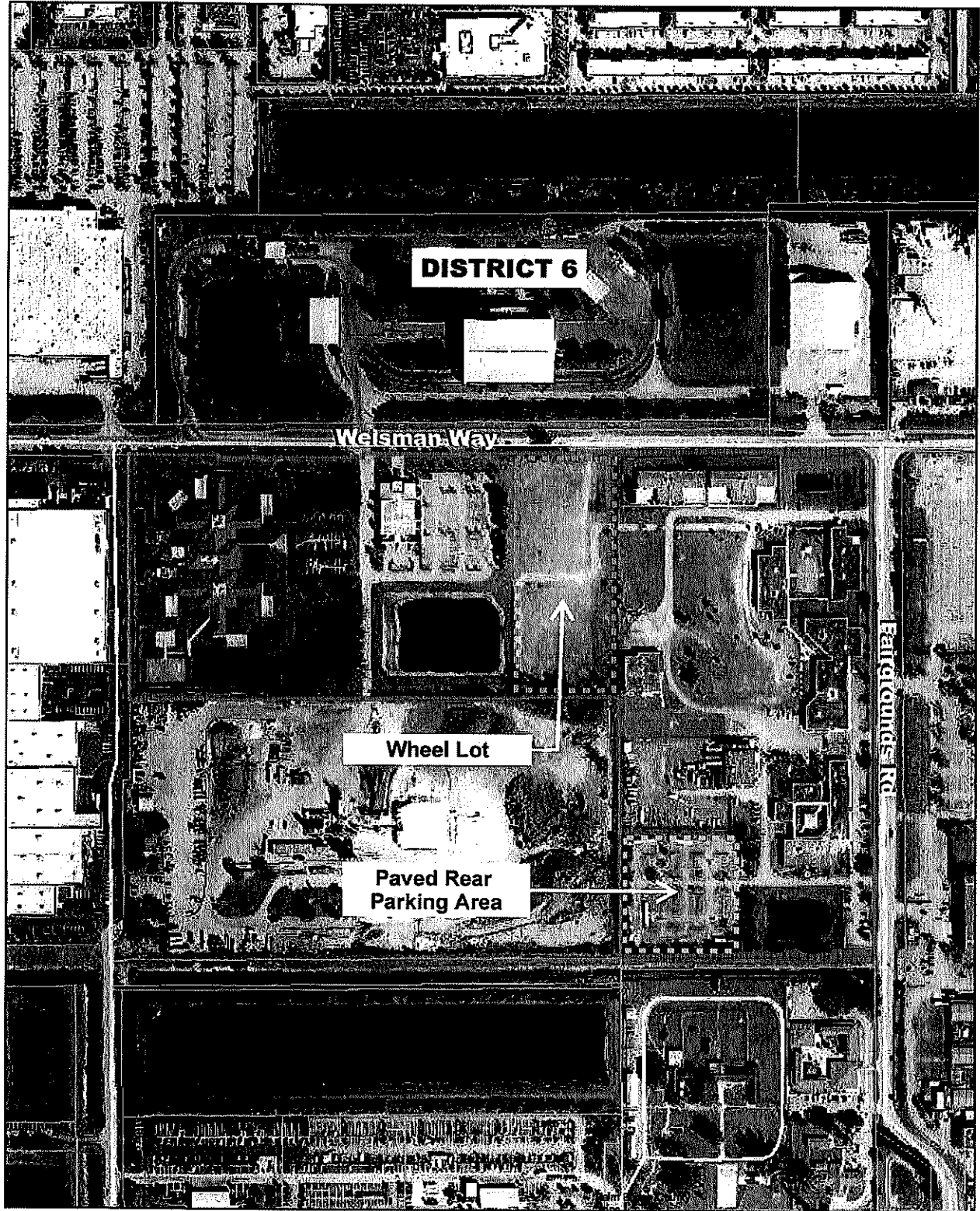
Date: _____

OTHER DEPARTMENTAL REVIEW (If necessary):

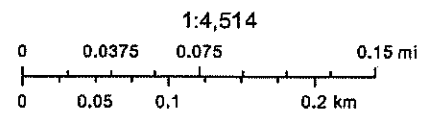
Signature of Director

Date: _____

Exhibit "A-1" to Application
Location Map
00-42-43-31-14-001-0000



January 25, 2024



**EXHIBIT "A-2" to Application
SPECIAL CONDITIONS OF USE**

Wheel Lot Area

- The Wheel Lot shall be used only for overflow public parking.
- No overnight parking by the public will be permitted.
- Licensee shall be responsible for maintenance and security of the Wheel Lot Area.
- Prior to use:
 - a. Licensee shall be responsible for preparing the Wheel Lot Area prior to use.
 - b. Licensee shall clean and clear the Wheel Lot Area of any vegetation to increase available parking space.
 - c. Licensee may perform regular lawn mowing. After the Wheel Lot Area has been mowed, Licensee and County will determine if additional work needs to be done by Licensee, including, but not limited to, clearing the brush and clearing the fallen trees. Licensee shall not do any additional work, except for the mowing, until approval is obtained by County.
 - d. Licensee will barricade two driveways from the Wheel Lot Area to the improved Video Visitation Center and ensure that users park in a manner that prohibits cross traffic between the two areas.
- During use:
 - a. Palm Beach County Sheriff's Office ("PBSO") will provide traffic control.
 - b. Licensee's parking management company will provide onsite staffing to oversee and manage parking operations, including, but not limited to, directing vehicles, monitoring parking areas, and ensuring the orderly use of the Wheel Lot Area.
- After each use:
 - a. No later than 8:30 AM EST each morning, Licensee will clear the Wheel Lot Area of debris and restore to its pre-use condition.
 - b. Licensee will secure the gate of the Wheel Lot Area.
- All work shall be at no cost to the County and is subject to inspection upon termination of the License Agreement.

Paved Rear Parking Area

- The Paved Rear Parking shall be used only for authorized Fair, County Staff, and Sheriff Staff parking.
- No overnight parking by the public will be permitted.
- Licensee shall be responsible for maintenance and security of the Paved Rear Parking Area during the licensed use periods.
- Prior to use:
 - a. Licensee will be responsible for preparing the Paved Rear Parking Area prior to use.
 - b. Licensee may sweep the Paved Rear Parking Area and clean out the gutters.
 - c. Licensee may repaint existing parking stripes (no modifications to striping or configuration of parking spaces permitted).
 - d. If there is any tree cutting or major landscaping, County staff must be present.
- During use:
 - a. PBSO will provide traffic control.
 - b. Licensee will provide onsite staffing to oversee and manage parking operations in the Paved Rear Parking Area, including, but not limited to, directing vehicles, monitoring parking areas, and ensuring the orderly use of the Paved Rear Parking Area for authorized Fair, County Staff, and Sheriff's Staff parking.
- After each use:
 - a. No later than 8:30 AM EST each morning, Licensee will clear the Paved Rear Parking Area of debris and restore to its pre-use condition.
- All work shall be at no cost to the County and is subject to inspection upon termination of the License Agreement.

EXHIBIT "B" to License Agreement

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, MATT WALLSMITH am an officer or representative of South Florida County Fair and Palm Beach County Expositions, Inc. (Licensee), and attest that Licensee does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

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

South Florida County Fair and Palm Beach
County Expositions, Inc., a Florida Not-For-
Profit Corporation

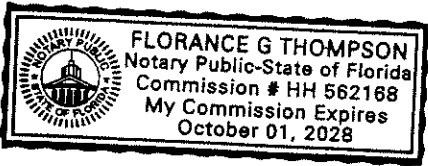
By: [Signature]
Print Name: MATT WALLSMITH
Print Title: _____

President & CEO
South Florida Fair &
Palm Beach County Expositions, Inc.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 20 day of March, 2025, by Matt Wallsmith, the President & CEO of South Florida Fair, who ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)



[Signature]
Notary Public, State of Florida
Print Notary Name: Florance G. Thompson
My Commission Expires: 10-1-28

Attachment 3
Certificate of Insurance (3 pages)

ACORD™

Client#: 4833

SOUTHFLO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2024


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.

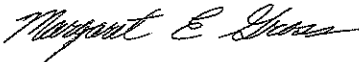
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer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

PRODUCER Haas & Wilkerson Insurance 4300 Shawnee Mission Parkway Fairway, KS 66205 913 432-4400	CONTACT NAME: Christina Ramirez PHONE (A/C, No, Ext): 913 432-4400 FAX (A/C, No): E-MAIL ADDRESS: christina.ramirez@hwins.com INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company (CHUBB) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 22667
INSURED South Florida Fair & Palm Beach County Expositions, Inc. PO Box 210367 West Palm Beach, FL 33421	

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	ADDLSUBR INSR 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		G24605759	10/01/2024	10/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		H0815689A	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XCPN05004329	10/01/2024	10/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County Board of County Commissioners is named as an additional insured on the general liability policy but only with respect to liability arising out of the named insured's operations or premises owned by or rented to the named insured. Waiver of Subrogation is in favor of the Additional insureds with respect to the general liability.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Insurance Compliance PO Box 100085- DX Duluth, GA 30096	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 

CERTIFICATE OF COVERAGE		ISSUED ON: 01/16/2025	
COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST			
PACKAGE AGREEMENT NUMBER: WC FL1 0504609 24-22		COVERAGE PERIOD: 10/01/2024 TO 10/01/2025 12:01 AM	
COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage 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 coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.			
Mail to: Certificate Holder Palm Beach County Board of County Commissioners c/o FDO 2633 Vista Parkway West Palm Beach , FL 33411		Designated Member South Florida Fair and Palm Beach County Expositions Inc 9067 Southern Blvd West Palm Beach , FL 33411	
LIABILITY COVERAGE Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury: Limit Deductible Employee Benefits Liability Limit Deductible Employment Practices Liability Limit Deductible Public Officials Liability Limit Deductible Law Enforcement Liability Limit Deductible		WORKERS' COMPENSATION COVERAGE WC AGREEMENT NUMBER: WC FL1 0504609 24-22 Self Insured Workers' Compensation X Statutory Workers' Compensation X Employers Liability \$ 1,000,000 Each Accident \$ 1,000,000 By Disease \$ 1,000,000 Aggregate Disease	
PROPERTY COVERAGE Buildings & Personal Property Limit: Per schedule on file with Trust Deductible <i>Note: See coverage agreement for wind, flood, and other deductibles.</i> Rented, Borrowed and Leased Equipment Limit: \$ 0 TIV See Schedule for Deductible Total All other Inland Marine Limit: \$ 0 TIV See Schedule for Deductible CRIME COVERAGE Employee Dishonesty Limit Deductible Forgery or Alteration Limit Deductible Theft Disappearance & Destruction Limit Deductible Computer Fraud Limit Deductible		AUTOMOBILE COVERAGE Automobile Liability Limit Deductible All Owned Specifically Described Autos Hired Autos Non-Owned Autos Automobile Physical Damage Comprehensive See Schedule for Deductible Collision See Schedule for Deductible Hired Auto with limit of Garage Keepers Liability Limit Liability Deductible Comprehensive Deductible Collision Deductible	
NOTE:Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.			
Description of Operations/ Locations/ Vehicles/Special Items-(This section completed by member's agent, who bears complete responsibility and liability for its accuracy):			
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.			
Administrator Public Risk Underwriters® P.O. Box 958455 Lake Mary, FL 32795-8455		CANCELLATIONS SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.	
Producer Baldwin Krystyn Sherman Partners, LLC dba BKS Partners 1115 Bartow Road , Lakeland , FL 33801			
		AUTHORIZED REPRESENTATIVE	
PGIT-CERT (1/19) PRINT FORM		01/16/2025	



01/16/2025

Palm Beach County Board of County Commissioners
c/o FDO 2633 Vista Parkway
West Palm Beach , FL , 33411

Re: Coverage Agreement - WC FL1 0504609 24-22
South Florida Fair and Palm Beach County Expositio
Effective Date: 10/01/2024 TO 10/01/2025

To Whom It May Concern:

Preferred Governmental Insurance Trust is unable to name non-governmental entities as an additional covered party due to Florida Statute 768.28.

Non-governmental entities do not enjoy sovereign immunity protection under Florida law. Coverage through the Preferred Governmental Insurance Trust is predicated upon the concept of sovereign immunity among all its members. Accordingly, entities which are not eligible for sovereign immunity protection under F.S. 768.28 may not be an additional covered party under the Preferred coverage agreement.

We appreciate your understanding.

Margaret E. Gross, CPCU
Director of Underwriting

*****If Additional Covered Party status was not requested on the attached certificate, the provisions in this letter do not apply.*****

Administered by PUBLIC RISK UNDERWRITERS
P.O. Box 958455 ♦Lake Mary, FL 32795-8455 ♦Phone: 321-832-1450♦Fax: 321-832-1489

Print Date: 1/16/2025