

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 10, 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:

A) A Standard License Agreement for Use of County-Owned Property (North County Senior Center) for the period of December 13, 2024, through December 12, 2025, with Fair Breeze LLC for fitness classes; without a license or operational fee;

B) A Standard License Agreement for Use of County-Owned Property (Mid County Senior Center) for the period of March 6, 2025, through March 5, 2026, with Fair Breeze LLC for fitness classes; without a license fee or operational fee;

C) A Standard License Agreement for Use of County-Owned Property (Judicial Center Parking Garage, Surface Lot, Governmental Center parking garage and 4th Street parking lot) for the period of March 19, 2025, through March 23, 2025, with United Parking Systems Inc., for parking, entailing a license fee of \$27,500;

D) A Standard License Agreement for Use of County-Owned Property (Sand Transfer Plant) for the period of April 20, 2025 through April 19, 2028, with Town of Manalapan for security surveillance, without a license fee, but includes an operational fee for utilities of \$945; and

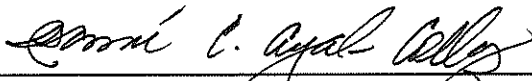


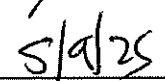
E) A Standard License Agreement for Use of County-Owned Property (Vacant Lot Adjacent to Main Library) for February 22, 2025, with Trump International Golf Club L.C., for parking, entailing a license fee of \$150.

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 Agreements have 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 Agreements were approved in accordance with R2010-0333, as amended and approved by the BCC on October 1, 2013. These executed documents are now being submitted to the BCC as receive and file agenda items. **(FDO Admin) Countywide (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 determining 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. Standard License Agreement – Fair Breeze LLC (North County Senior Center)
2. Standard License Agreement – Fair Breeze LLC (Mid County Senior Center)
3. Standard License Agreement – United Parking Systems Inc.
4. Standard License Agreement – Town of Manalapan
5. Standard License Agreement – Trump International Golf L.C.

Recommended By: <u>MD</u>	<u></u>	<u></u>
ybh	Department Director	Date
Approved By: <u></u>		<u></u>
	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	(\$28,595)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>(\$28,595)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					


Is Item Included in Current Budget:	Yes	<u> X </u>	No	<u> </u>
Is this item using Federal Funds:	Yes	<u> </u>	No	<u> X </u>
Is this item using State Funds:	Yes	<u> </u>	No	<u> X </u>

Budget Account No:

Fund	<u>0001</u>	Dept	<u>410</u>	Unit	<u>5250</u>	Revenue Source	<u>6999</u>	Amount	<u>\$27,500.00</u>
Fund	<u>0001</u>	Dept	<u>410</u>	Unit	<u>4110</u>	Revenue Source	<u>6999</u>	Amount	<u>\$945.00</u>
Fund	<u>0001</u>	Dept	<u>410</u>	Unit	<u>4240</u>	Revenue Source	<u>6999</u>	Amount	<u>\$150.00</u>


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


The license and operational fees totaling \$28,595 are recorded to Facilities Development and Operations.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB

 5/5/25
Contract Development and Control 2015/5/25

B. Legal Sufficiency:

Legal Sufficiency: 5/6/25
Assistant County Attorney

C. Other Department Review:

Department Director

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

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

This License Agreement made and entered into December 13, 2024, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Fair Breeze LLC, hereinafter referred to as "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 Commencement Date**

This License Agreement shall commence upon execution by both parties (the "Commencement Date"). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, one year from the Commencement Date, or 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

Fair Breeze LLC/License Agreement

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

Fair Breeze LLC/License Agreement

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 Business Operations Division, 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 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

FDO Business Operations Director
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 233-0206

with a copy to:

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

(b) If to the Licensee at:

Fair Breeze LLC
Attn: Karie Jeter, Manager
9479 El Paso Drive
Lake Worth, FL 33467

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**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General 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. E-Verify – Employment Eligibility

24.01 Licensee warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified 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.

24.02 Licensee shall obtain from each of its contractors and subcontractors an affidavit stating that each contractor and subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Licensee shall maintain a copy of any such affidavit from contractors and subcontractors for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this License which requires a longer retention period.

24.03 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. If County has a good faith belief that Licensee's contractors or subcontractors have knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Licensee to terminate its contract with the contractor or subcontractor and Licensee shall immediately terminate its contract with the contractor or subcontractor. If County terminates this License pursuant to the above, Licensee shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this License was terminated. In the event of such contract termination, Licensee shall also be liable for any additional costs incurred by County as a result of the termination.

25. Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Licensee certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

26. Human Trafficking Affidavit

Licensee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Licensee has executed **Exhibit "B"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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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.

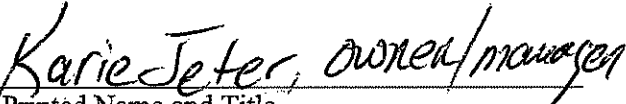
WITNESS:

LICENSEE:

By: 
Signature

By: 
Signature


Printed Name


Printed Name and Title


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

By: 
Isami Ayala-Collazo
Director, Facilities Development & Operations

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: ybh/s/Yelizaveta B. Herman
County Attorney

By: M.B. 
Mark Broderick, Division Director II
FDO Business Operations Division

**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@pbccgov.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: Karie Jeter
Name of
Organization/Licensee: Fair Breeze LLC
Address: 9479 ET PASO Drive
City: LAKE WORTH State: FL Zip: 33469
Phone: 854 802 6552 Email: Karie @ FairBreezeSeniorHome.com
Name of the Authorized Representative: Karie Jeter
Type of Entity: ☐ Public Agency ☐ Non-Profit ☒ Other (Specify) LLC

2. REQUESTED PROPERTY

Name of Property: North County Senior Center
(Please include room or area requested)
Address: 5217 Northlake Dr.
City: Palm Beach Gardens State: FL Zip: 33418

3. NATURE OF USE: (Please check one)

☐ Training ☐ Educational ☒ Recreational ☐ Meeting
☐ Non-profit Event ☒ Other Line Dance Classes

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: \$5 PER CLASS

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

Instruction For Line Dance Classes

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

Through December 12, 2025

Date(s) of Use: Friday's Nov. 22, 2024 - Nov. 22, 2025

Time(s) of Use: 12:30 AM(PM) - 2:00 AM(PM)

6. EQUIPMENT

Amount of Equipment Requested: 1 Tables 5 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: N/A

9. ADVERTISING

Will the event be advertised to the Public? ☒ Yes ☐ No
If yes, by what means?: ☐ Radio ☐ TV ☐ Other PBC Community Services

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

1. FEES AND ADDITIONAL CHARGES

<input type="checkbox"/>	License Fees	\$	<u>N/A</u>
<input type="checkbox"/>	Custodial Fees	\$	<u> </u>
<input type="checkbox"/>	Service Costs	\$	<u> </u>
<input type="checkbox"/>	Other Costs	\$	<u> </u>

2. Special Conditions of Use: See attached Exhibit A-1

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.

Karie Jeter
Signature of Authorized Representative

Date: 8/9/24

Karie Jeter, Instructor
Printed Name and Title of Authorized Representative

APPROVED BY: Isami Ayala-Collazo
-Collazo
Director, Facilities Development & Operations Department

Date:

OTHER DEPARTMENTAL REVIEW (If necessary):

James E. Gue *Hue*
Signature of Director of Department

Date: 8/26/24

10/28/24

EXHIBIT "A-1"

Special Conditions of Use re Standard License Agreement For Commercial Activity

North County Senior Center

1. This License Agreement is being granted for the use of the North County Senior Center to provide line dancing classes for seniors. No other use by Licensee is permitted.
2. In the event there is an emergency, dial 911 and then follow-up by contacting one of the following on-site Senior Center Staff Members: Hugo Montenegro, Community Center Manager

In the event that there is an accident or incident that occurs at the Facility that does not warrant a call to 911, then such accident or injury shall be immediately reported by the User to one of the following on-site Senior Center Staff Members: Hugo Montenegro, Community Center Manager

In the event a County Staff member is not available, such emergency, accident or injury shall be immediately reported by the User to the Division of Facilities Management North County Region at 561-776-2051 or if after 5:00 p.m. or on the weekends to the County's Division of Emergency Management 24-Hour Communications Center at 561-712-6428.

3. All announcements (verbal and written) bearing the County address or location of the Premises shall include the following disclaimer:

"This event is not sponsored by or affiliated with Palm Beach County"

4. The license fee is waived. The use is to promote community interest and welfare and licensee will not realize a profit from the use. The Licensee will charge a participation fee of \$5.00 for the classroom activity, which will cover the costs of insurance and travel.
5. Estimated number of participants including staff/volunteers: 12.
6. Licensee will be providing classes on every Friday (excluding legal holidays) upon approval and execution of this License Agreement, through December 13, 2025.
7. Licensee shall ensure that prior to each Participant participating in a class that the Participant has executed the Senior Center's Waiver of Liability, Assumption of Risk and Indemnity Agreement form. These forms must be provided to the Senior Center staff who shall verify that each participant has signed a waiver prior to approval of that person's participation in class.
8. Commencement of use of the Premises indicates acceptance, by the Licensee, of the Special Conditions of Use set forth herein.

EXHIBIT "B"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Fair Breeze LLC (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.

Karie Jeter
(signature of officer or representative)

Karie Jeter, Owner/manager
(printed name and title of officer or representative)

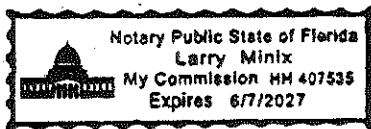
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 29th
day of November, by 2024.

Personally known ☒ OR produced identification ☐.

Type of identification produced DL.

Larry Minix
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

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

This License Agreement made and entered into March 6, 2025, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Fair Breeze LLC, hereinafter referred to as "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 Commencement Date**

This License Agreement shall commence upon execution by both parties (the "Commencement Date"). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, one year from the Commencement Date, or 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

Fair Breeze LLC/License Agreement

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

Fair Breeze LLC/License Agreement

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 Business Operations Division, 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 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

FDO Business Operations Director
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 233-0206

with a copy to:

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

(b) If to the Licensee at:

Fair Breeze LLC
Attn: Karie Jeter, Manager
9479 El Paso Drive
Lake Worth, FL 33467

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**
Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General 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. E-Verify – Employment Eligibility

24.01 Licensee warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified 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.

24.02 Licensee shall obtain from each of its contractors and subcontractors an affidavit stating that each contractor and subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Licensee shall maintain a copy of any such affidavit from contractors and subcontractors for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this License which requires a longer retention period.

24.03 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. If County has a good faith belief that Licensee's contractors or subcontractors have knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Licensee to terminate its contract with the contractor or subcontractor and Licensee shall immediately terminate its contract with the contractor or subcontractor. If County terminates this License pursuant to the above, Licensee shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this License was terminated. In the event of such contract termination, Licensee shall also be liable for any additional costs incurred by County as a result of the termination.

25. Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Licensee certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

26. Human Trafficking Affidavit

Licensee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Licensee has executed **Exhibit "B"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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:

LICENSEE:

By: Jaleesa Anderson
Signature

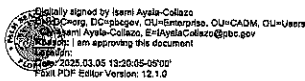
By: [Signature]
Signature

Jaleesa Anderson
Printed Name

[Signature]
Printed Name and Title

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

Isami Ayala-
Collazo



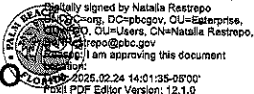
By: _____
Director, Facilities Development & Operations

APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: ybh /s/ Yelizaveta B. Herman
County Attorney

Natalia
Restrepo



By: M.B.
for: Mark Broderick, Director
FDO Business Operations

Exhibit “A”

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

**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@pbcgov.org
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Director
Telephone: 561-233-5252

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: Karie Jeter
Name of
Organization/Licensee: Fair Breeze LLC
Address: 9479 El Paso Drive
City: Lake Worth State: FL Zip: 33467
Phone: (854) 802 – 6552 Email: karie@fairbreezeseniorhome.com
Name of the Authorized Representative : Karie Jeter,
Type of Entity: ☐ Public Agency ☐ Non-Profit ☒ Other LLC
(Specify)

2. REQUESTED PROPERTY

Name of Property: Mid County Senior Center
(Please include room or area requested)
Address: 3680 Lake Worth Rd
City: Lake Worth State: FL Zip: 33467

3. NATURE OF USE: (Please check one)

☐ Training ☐ Educational ☒ Recreational ☐ Meeting
☐ Non-profit Event ☐ Other Line Dance Class

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: \$5 per class
Detailed description of the nature and purpose of use (attach additional sheets as necessary):
Instruction for urban line dance class

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: Thursdays- Through March 5, 2025
Time(s) of Use: 12:30 PM - 2:00 PM

6. EQUIPMENT

Amount of Equipment Requested: 1 Tables 5 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: N/A

9. ADVERTISING

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

If yes, by what means?: ☐ Radio ☐ TV ☒ Other Newsletter, Social Media PBC Community Svcs.

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

1. FEES AND ADDITIONAL CHARGES

<input checked="" type="checkbox"/>	License Fees	\$	<u>N/A</u>
<input type="checkbox"/>	Custodial Fees	\$	<u> </u>
<input type="checkbox"/>	Service Costs	\$	<u> </u>
<input type="checkbox"/>	Other Costs	\$	<u> </u>

2. Special Conditions of Use: See attached Exhibit A-1

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.

Karie Jeter

Date: 12-26-2024

Signature of Authorized Representative

Karie Jeter, Owner Manager

Printed Name and Title of Authorized Representative

12/23/24

APPROVED BY:

Director, Facilities Development & Operations Department

Date: _____

OTHER DEPARTMENTAL REVIEW (If necessary):

[Signature]
Signature of Director of Department

Date: _____

11/7/25

EXHIBIT "A-I"
Special Conditions of Use re Standard License Agreement For Commercial Activity

Mid County Senior Center

1. This License Agreement is being granted for the use of the Mid County Senior Center to provide line dancing classes for seniors. No other use by Licensee is permitted.
2. In the event there is an emergency, dial 911 and then follow-up by contacting one of the following on-site Senior Center Staff Members: Antoinette Austin, Community Center Manager

In the event that there is an accident or incident that occurs at the Facility that does not warrant a call to 911, then such accident or injury shall be immediately reported by the User to one of the following on-site Senior Center Staff Members: Antoinette Austin, Community Center Manager

In the event a County Staff member is not available, such emergency, accident or injury shall be immediately reported by the User to the Division of Facilities Management Mid County Region at 561-233-4450 or if after 5:00 p.m. or on the weekends to the County's Division of Emergency Management 24-Hour Communications Center at 561-712-6428.

3. All announcements (verbal and written) bearing the County address or location of the Premises shall include the following disclaimer:

"This event is not sponsored by or affiliated with Palm Beach County"

4. The license fee is waived. The use is to promote community interest and welfare and licensee will not realize a profit from the use. The Licensee will charge a participation fee of \$5.00 for the classroom activity, which will cover the costs of insurance and travel.
5. Estimated number of participants including staff/volunteers: 12.
6. Licensee will be providing classes on every Thursday (excluding legal holidays) upon approval and execution of this License Agreement, through March 5, 2026.
7. Licensee shall ensure that prior to each Participant participating in a class that the Participant has executed the Senior Center's Waiver of Liability, Assumption of Risk and Indemnity Agreement form. These forms must be provided to the Senior Center staff who shall verify that each participant has signed a waiver prior to approval of that person's participation in class.
8. Commencement of use of the Premises indicates acceptance, by the Licensee, of the Special Conditions of Use set forth herein.

EXHIBIT "B"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Fair Breeze LLC (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.

Karie Jeter
(signature of officer or representative)

Karie Jeter, Owner/manager
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 29th
day of November, by 2024

Personally known ☒ OR produced identification ☐.

Type of identification produced DL

Larry Minix
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

United Parking Systems Inc./License Agreement

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

This License Agreement made and entered into March 18, 2025, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and United Parking Systems Inc., hereinafter referred to as "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 Commencement Date

This License Agreement shall commence upon execution by both parties (the "Commencement Date"). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, one year from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. License Fee

The Licensee shall pay the License Fee identified on the Application as determined by the County, together with applicable sales taxes thereon. Additional charges may accrue 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 Business Operations Division, 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 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

FDO Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 233-0206

with a copy to:

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

(b) If to the Licensee at:

Torres, Frederick E
105 S. Narcissus Avenue, Suite 500
West Palm Beach, FL 33401

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**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General 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. **E-Verify – Employment Eligibility**

Licensee warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified 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.

Licensee shall obtain from each of its contractors and subcontractors an affidavit stating that each contractor and subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Licensee shall maintain a copy of any such affidavit from contractors and subcontractors for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this License which requires a longer retention period.

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. If County has a good faith belief that Licensee's contractors or subcontractors have knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Licensee to terminate its contract with the contractor or subcontractor and Licensee shall immediately terminate its contract with the contractor or subcontractor. If County terminates this License pursuant to the above, Licensee shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this License was terminated. In the event of such contract termination, Licensee shall also be liable for any additional costs incurred by County as a result of the termination.

25. **Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern**

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Licensee certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

26. **Human Trafficking Affidavit**

Licensee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Licensee has executed **Exhibit "B"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

Remainder of this page left intentionally blank

United Parking Systems Inc./License Agreement

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:

LICENSEE:

By: Maribel Guevara
Signature

By: Federick E. Torres
Federick E. Torres, President

Maribel Guevara
Printed Name

Federick Torres
Printed Name

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

By: Isami Ayala-Collazo
Director, Facilities Development & Operations

APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: ybh Liz Herman
County Attorney

By: NR Natalia Restrepo
Natalia Restrepo, Division Director II,
FDO Business Operations Division

Exhibit “A”

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

**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@pbcgov.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: United Parking Systems, Inc.
Name of
Organization/Licensee: United Parking Systems, Inc.
Address: 105 S. NARCISSUS AVENUE SUITE 500
City: WEST PALM HEACH State: FL Zip: 33401
Phone: (561) 312 – 8202 Email: ftorres@unitedparkingsystem.com
Name of the Authorized Representative : Frederick Torres
Type of Entity: ☐ Public Agency ☐ Non-Profit ☒ Other S Corporation
(Specify)

2. REQUESTED PROPERTY

Name of Property: Judicial Garage, Governmental Center, 4th Street Lot
(Please include room or area requested)
Address: 505 Banyan Blvd, GCC Garage, 4th Street Lot, 215 N Olive Blvd.
City: West Palm Beach State: FL Zip: 33401

3. NATURE OF USE: (Please check one)

☐ Training ☐ Educational ☐ Recreational ☐ Meeting
☐ Non-profit Event ☒ Other Parking during the Boat Show Event

9. ADVERTISING

Will the event be advertised to the Public? ☒ Yes ☐ No
If yes, by what means?: ☐ Radio ☐ TV ☐ Other Boat Show Website

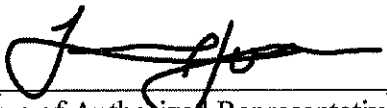
TO BE PROVIDED BY FDO (After evaluation of the Application):

1. FEES AND ADDITIONAL CHARGES

<input checked="" type="checkbox"/>	License Fees	\$	<u>27,500</u>
<input type="checkbox"/>	Custodial Fees	\$	<u> </u>
<input type="checkbox"/>	Service Costs	\$	<u> </u>
<input type="checkbox"/>	Other Costs	\$	<u> </u>

2. Special Conditions of Use: See attached Exhibit A-1

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 of Authorized Representative

Date: 1/7/2025

Frederick E. Torres, President
Printed Name and Title of Authorized Representative

APPROVED BY: **Isami Ayala-Collazo**


Director, Facilities Development & Operations Department

Date: 3/18/2025

OTHER DEPARTMENTAL REVIEW (If necessary):

Signature of Director of Department

Date: _____

EXHIBIT "A-1"

Special Conditions of Use re Standard License Agreement For Commercial Activity

1. The license is being granted for the use of the following Premises:

Judicial Center parking garage and adjoining surface lot located at 505 Banyan Blvd
(Wednesday, March 19, 2025 to Sunday, March 23, 2025);

a. Governmental Center parking garage located at 215 N. Olive Avenue (Saturday, March 22, 2025 to Sunday, March 23, 2025); and

b. Lot 4, 401 N. Olive Avenue (Saturday, March 22, 2025 to Sunday, March 23, 2025);

The intended use is for parking only. No other use is permitted. The Premises will be operated under standard County operational parking guidelines.

2. Use of any other County owned/operated parking-related facilities/locations, including but not limited to, break rooms, parking booths, restrooms, etc., are **not** permitted and are **not** included within this License Agreement.
3. The maximum parking capacity for the Judicial Center Parking Garage is 1,811, Governmental Center Garage, 538, and Lot 4 (both public metered and employee section) is 334. The approximate total number of parking spaces in all locations combined is 2,683 spaces. Licensee will be solely responsible for monitoring capacity and ensuring that the use does not exceed capacity. There shall be no parking except in designated, marked, parking spaces. Parking on grass, along curbs, in loading zones, access aisles or in below mentioned (Article #4) Government center reserved parking spaces is not permitted. Illegally or improperly parked vehicles may be ticketed via PBSO or towed at the vehicle owner's expense via PBC's contracted towing provider at PBSO or Parking Facilities staff discretion.
4. Government Center Garage reserved parking spaces: 2nd and 5th level, Government Center garage shall be coned off for county vehicle use only for entire contracted use dates/times. 3rd level reserved parking spaces may be utilized by United Parking Systems Inc.(UPS) during contracted times.
5. Included within this License Agreement are 300 Judicial Center parking spaces that may be utilized during normal garage operational hours on Wednesday, March 19, 2025, Thursday, March 20, 2025 and Friday, March 21, 2025. These parking spaces are not guaranteed and their use will be on a first come/first parked basis. UPS must provide sequentially numbered and dated entrance/exit passes for attendees for each day. Passes will be collected by parking staff upon exit. Boat Show attendees who upon exit prior to 7 PM are not in possession of this pass will be charged the normal Judicial Center Garage operational parking fee.
6. Notwithstanding anything herein to the contrary, Licensee shall permit parking at no cost, for participants in Court, County, Admin, or other Judicial and/or Government complex sanctioned programs, on all dates included within contract between 6:00 AM and 5:00 PM

Furthermore, Employees of such required to work during Boat Show parking operation hours shall be permitted to park at any of the facilities without charge.

7. The Licensee will assume all safety and security duties and responsibilities relating to the Premises during the authorized hours of use as set forth in this Agreement. The Licensee will assume and be solely responsible for the safety and security of the licensed Premises, all vehicles, Licensee's vendors, employees, agents, contractors and volunteers, and all public users of the Premises continuing for so long as any vehicle parked at the Premises during the licensed use remains in the Garage and ending when all vehicles are removed.
8. During the entire time of the requested use, Licensee shall place signs clearly posted at the entrances of both the Judicial Center and the Governmental Center garage that states: (i) the exact time that the garage will open; 2) that all vehicles must be removed by 12:00 AM, and (ii) in the event a vehicle is left in the Premises after 12:00 AM, the vehicle may be retrieved from the Premises on the next day that the facility is open to the public. Lot 4 being an open lot is the exception to this as the barrier gates shall remain raised until the following business day for normal County operation.
9. Licensee shall be responsible for the placement and removal of all signage regarding the licensed use on a daily basis.
10. User shall pay a fee in the amount of \$27,500.00 for use of the facilities and costs incurred by the County. Applicant shall deliver payment at least five (5) business days prior to the first date of use, to Facilities Development & Operations, C/O Business & Community Agreements Manager, 2633 Vista Parkway, West Palm Beach, FL 33411. **Please note:** Checks shall be made payable to Board of County Commissioners Palm Beach County.
11. Prior to the first day of use and prior to placing any signage in or on the Premises, User/Licensee shall coordinate an on-site visit with the County's Parking coordinator William Dart. Licensee/User shall comply with any additional conditions or instructions for usage which may be given during or result from such on-site visit.
12. Licensee will provide staff at each facility entrance gates when in operation to collect pre-sold parking passes and any on-site parking fees from Boat Show attendees. Any entrance in operation must have one (1) UPS provided staff member.
13. County will provide staff onsite for the duration of license to open and then close the facility as well as oversee the County owned parking facility equipment and grounds and to ensure safe and correct operation of equipment only.
14. Licensee is solely responsible for staffing of gates and collection of revenue generated by Boat Show attendees.
15. If Licensee employs a vendor in connection with the permitted use of the Premises, then such vendor shall provide and maintain at its sole cost and expense, in a form and content acceptable to the County: (i) Commercial General Liability Coverage at a limit of liability of not less

than \$1,000,000 Each Occurrence; (ii) Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes; and (iii) Garage keeper's Liability Coverage with minimum limits of \$100,000 per occurrence against Comprehensive and Collision/Upset causes of loss, when offering valet services. When a per vehicle sublimit applies, the minimum sublimit shall be \$50,000 per vehicle. An "on-hook" endorsement, or similar coverage, shall have a minimum limit of \$50,000 per vehicle providing physical damage legal liability for the same causes of loss above on any vehicle while in tow. Any per vehicle or per occurrence deductible shall be the vendor's responsibility. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis. Notwithstanding the foregoing, County may require additional coverage(s) of the type(s) and in the amount(s) specified by the County based upon the requested use.

16. The Judicial Center Garages 4th level crossover bridge and Courthouse side escalator landing tower will not be available for pedestrian use during this event and will be secured at 7:00 PM each weekday evening and not opened on the weekend.
17. The Judicial Center Garage parking ticket dispensers will be disabled and the entrance gates opened for Boat Show operations on Saturday, March 22, 2025, at 8:00AM and remain so until Sunday, March 23, 2025 at 12:00AM. Governmental Center and Lot 4 parking meters and barrier gates will follow the same above schedule unless otherwise requested by Licensee during operating times. Governmental Center and Lot 4 multi space parking meters will be covered during Boat Show contracted use.
18. Weekday operations, Boat Show parking operations only: Wednesday, March 19, 2025, Thursday March 20, 2025, and Friday, March 21, 2025. Boat Show attendees who have paid to enter the Judicial facility after 8:00AM but leave prior to the garage's normal weekday closing time of 7:00p.m., must show Boat Show parking pass to exit without charge. Boat Show attendees who have entered the facility prior to 8:00AM and exit prior to 7:00PM will be charged the normal operational parking fee.
19. Licensee shall be responsible for providing emergency access to the Premises during each period of licensed use as set forth in this Agreement. Licensee shall coordinate with the City of West Palm Beach Police Department regarding the foregoing.
20. The City of West Palm Beach Police Department is responsible for responding to emergencies at the Premises during the hours of licensed use pursuant to this Agreement.
21. Licensee is required to provide the County with evidence of extra duty permit officers from the Palm Beach County Sheriff's Office (PBSO) for the patrolling of the Premises during the entire time of the licensed use. Licensee shall arrange and pay for two (2) Deputy Sheriff with a PBSO vehicle during the times specified below. The Licensee shall be required to contact the PBSO Contract Office directly at 561-687-6817 or 561-687-6818 or visit the PBSO website to obtain the Application for Extra Duty Police Service and shall email proof of the permit

issuance and staffing to PBCFacilityUsePermit@pbc.gov, prior to the first day of use. Failure to obtain and provide proof shall result in cancellation of the license.

The off duty officers should be on site from 6:00PM to 12:00AM on Wednesday, Thursday and Friday, and from 12:00PM to 12:00AM on Saturday and Sunday.

22. Licensee shall (i) remove any litter from the Premises on a daily basis and (ii) keep the Premises clean and clear of litter so as to prevent it from becoming unsightly. Litter shall not be disposed of in County trash receptacles/dumpsters and shall be removed from the Premises. Licensee shall be solely responsible for the costs of litter and trash collection/disposal resulting from the licensed use.
23. Licensee shall be solely responsible for all costs and expenses incurred by the County in returning the Premises to its original condition, which shall include, but not be limited to, the cost of towing abandoned vehicles and all costs and expenses of cleaning up litter or debris following the use.
24. Licensee must provide routine spill maintenance and/or barricade off areas of the Premises that become unsafe, slippery or wet during the licensed use until such time that Licensee has appropriately addressed and cleaned the area.
25. Any damage to the Garage, the parking surface, the parking gates, booths, parking meters and/or any other part of the Premises/facility, and/or incident, accident, or injury occurring on the Premises, or at the entrances/exits of the Premises, requiring a police or emergency response and occurring during the Licensee's use, must be immediately reported to the on-site County staff person, or to Facilities Management, at the contact number set forth below, prior to the Licensee leaving the Premises for the evening. Licensee is responsible for taking immediate action to barricade off damaged or unsafe areas from use, and post warning signs, or take such other steps as reasonably required in the situation to prevent further damage and/or injury to persons or property. County shall perform any necessary repairs and Licensee shall reimburse County for the costs of any damage to the facility occurring during Licensee's use, including damage to gates from vehicles exiting late after the event.
26. Licensee shall reimburse County within ten (10) days of invoice date for all costs and expenses incurred by County as set forth above.
27. Problems with the elevators, lights, or other facility related mechanical items occurring during the licensed use shall be reported to Facilities Management at the contact number set below and Command Center at: 561-355-6630.

28. Contact Information

The parties hereby designate the following individuals, with the following contact information, as the representatives of each party for the administration of the License Agreement:

County Representative:

Carlos Azurdia, Facilities Manager, at 561 355-4131 or William Dart, Parking Coordinator, at 561-355-1755, Cell 561-909-5935

User/Licensee Representative:

Freddy Torres, (561)-312-8202

29. No alcoholic beverages shall be sold, used or consumed at the Premises.
30. Smoking is prohibited on the Premises, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.
31. User/Licensee shall not employ alternative electrical power sources without the approval of the FDO.
32. User/Licensee shall not store, possess or use drugs or gambling devices at the Premises or permit others to do so.
33. User/Licensee shall be responsible for all deliveries of equipment or other objects to the Premises.
34. All announcements (verbal and written) bearing the County address or location of the Premises shall include the following disclaimer:

“This event is not sponsored by or affiliated with Palm Beach County”

35. Commencement of use of the Premises indicates acceptance, by the User/Licensee, of the Special Conditions of Use set forth herein.


EXHIBIT "B"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of United Parking Systems, 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.**


(signature of officer or representative)

Frederick Torres, President
(printed name and title of officer or representative)

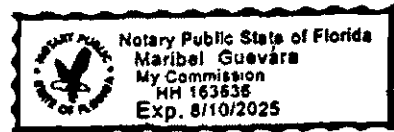
State of Florida, County of Palm Beach

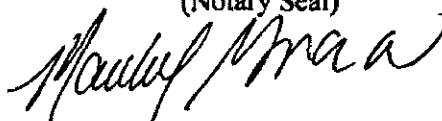
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 11 day of March 2025, by Frederick Torres.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

Maribel Guevara
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)


Town of Manalapan/License Agreement

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

This License Agreement made and entered into March 31, 2025, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Town of Manalapan, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as "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 Commencement Date**

This License Agreement shall commence on April 20, 2025 ("the Commencement Date"). The term of this License Agreement shall continue until the earlier of three years from April 20, 2025, or upon termination in accordance to the terms of this License Agreement.

3. **License Fee**

No License Fee is assessed for the Application. 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**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Licensee represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Licensee is not self-insured, Licensee shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Licensee purchase excess liability coverage, Licensee agrees to include County as an Additional Insured.

The Licensee agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Licensee contract with a third-party (Contractor) to perform any service related to the License, Licensee shall require the Contractor to provide the following minimum insurance:

Town of Manalapan/License Agreement

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Licensee and County as Additional Insureds. Licensee shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Licensee shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Licensee of its liability and obligations under this Agreement.

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

Town of Manalapan/License Agreement

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 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

FDO Business Operations Director
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 233-0206

with a copy to:

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

(b) If to the Licensee at:

Manalapan Police Department
c/o Chief Jeffrey Rasor
600 S. Ocean Blvd.
Manalapan, FL 33462
jrasor@manalapan.org

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**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General 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. **E-Verify – Employment Eligibility**

24.01 Licensee warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified 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.

24.02 Licensee shall obtain from each of its contractors and subcontractors an affidavit stating that each contractor and subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Licensee shall maintain a copy of any such affidavit from contractors and subcontractors for, at a minimum, the duration of the subcontract and any extension thereof.

This provision shall not supersede any provision of this License which requires a longer retention period.

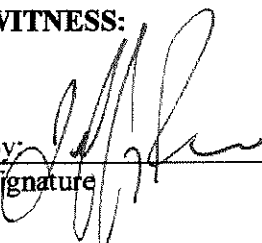
24.03 County shall terminate this License if it has a good faith belief that Licensee has knowingly violated Section 448.09(1), Florida Statutes as may be amended. If County has a good faith belief that Licensee's contractors or subcontractors have knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Licensee to terminate its contract with the contractor or subcontractor and Licensee shall immediately terminate its contract with the contractor or subcontractor. If County terminates this License pursuant to the above, Licensee shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this License was terminated. In the event of such contract termination, Licensee shall also be liable for any additional costs incurred by County as a result of the termination.

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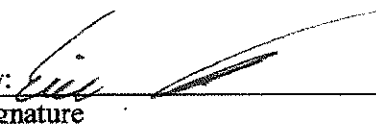
Town of Manalapan/License Agreement

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
Chief Jeffrey Rasor
Printed Name

LICENSEE:

By: 
Signature
Eric Marner
Printed Name
Town Manager
Title

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

Isami Ayala-
Collazo
By: 
Director, Facilities Development & Operations

APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: ybh/s/Yelizaveta B. Herman
County Attorney

Natalia Restrepo
By: NR 
Mark Broderick, Director
FDO Business Operations

Exhibit “A”

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

**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@pbc.gov
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Director
Telephone: 561-233-0220

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: Chief Jeffrey Rasor
Name of
Organization/Licensee: Manalapan Police Department
Address: 600 South Ocean Blvd.
City: Manalapan State: FL Zip: 33462
Phone: (561) 383-2550 Email: jraser@manalapan.org
Name of the Authorized Representative : Jeffrey Rasor - Chief of Police
Type of Entity: ☒ Public Agency ☐ Non-Profit ☐ Other
(Specify) _____

2. REQUESTED PROPERTY

Name of Property: Sand Transfer Plant
(Please include room or area requested)
Address: 4020 South Ocean Blvd.
City: Manalapan State: FL Zip: 33462

3. NATURE OF USE: (Please check one)

☐ Training ☐ Educational ☐ Recreational ☐ Meeting
☐ Non-profit Event ☒ Other See Attached Exhibit A-1

9. ADVERTISING

Will the event be advertised to the Public? ☐ Yes ☒ No
If yes, by what means?: ☐ Radio ☐ TV ☐ Other _____

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 checked="" type="checkbox"/>	Other Costs	\$ Exhibit - A-1

2. Special Conditions of Use: See attached Exhibit A-1

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.

Chief [Signature] #52157
Signature of Authorized Representative

Date: March 3, 2025

Jeffrey Rasor / Chief of Police

Printed Name and Title of Authorized Representative

APPROVED BY: **Isami Ayala-Collazo**
Digitally signed by Isami Ayala-Collazo
DN: cn=Isami Ayala-Collazo, o=PBCC, ou=Users, email=Isami.Ayala-Collazo@pbcc.gov, c=US
I am approving this document
2025.03.31 13:19:22-04'00'
Foxit PDF Editor Version: 12.1.0

Director, Facilities Development & Operations Department

Date: _____

OTHER DEPARTMENTAL REVIEW (If necessary):

Signature of Director of Department

Date: _____

EXHIBIT "A-1"

Special Conditions of Use re Standard License Agreement For Commercial Activity

Special Conditions of Use

Based upon the intended use as set forth in the Application for License to Use County-Owned Property, the following terms and special conditions are incorporated herein.

A. Purpose

1. The purpose of this Agreement is to maintain a camera on the structure located on the northeast corner of the Boynton Beach Inlet, near 4020 S. Ocean Blvd., Manalapan, Florida 33462, more commonly known as the Sand Transfer Plant (as identified on Exhibit "A-2" "Sand Transfer Plant"), for crime prevention purposes.

B. Use

1. Licensee shall use the premises only as authorized and shall not interfere with County's use or operation of the premises. If County determines, in its sole discretion, that Licensee's use of its camera or wireless antenna frequency causes interference to County's use, Licensee agrees to promptly make all necessary changes to correct the issue.
2. Licensee is entitled to use and access the premises to operate, maintain, and repair the camera, provided that Licensee notify County, in advance, when it will be using/accessing the premises. The County contact is Andy Studt, Environmental Resources Management Department, at (561) 233-2539. All of Licensee's equipment and personal property placed or located on the premises shall be at the sole risk of Licensee.
3. Licensee is solely responsible for the use, operation, monitoring, and recording, if any, done with the camera. In operating the camera, Licensee is solely responsible for setting and maintaining the view/range of the camera.
4. Licensee shall be solely responsible for ensuring the camera is used in accordance with all Florida surveillance laws and ordinances.
5. Licensee shall be responsible for placing, and paying for, signage on the Sand Transfer Plant or in the immediate vicinity indicating that the Town of Manalapan is conducting video surveillance of the surrounding area.
6. Licensee shall not move or remove camera without County Authorization.
7. Licensee recognizes that this is a multi-user site for camera equipment and antennas and agrees to cooperate in a commercially reasonable manner with each occupant and the County in addressing all issues associated with the premises, equipment placement, maintenance, frequency interference and any other matter involving the use of the premises, and agrees to make reasonable modifications to its equipment to accommodate other occupants' equipment.

8. Upon termination or expiration of this Agreement, Licensee, at its sole cost and expense, shall remove all of its equipment from the premises and shall surrender the premises to the County in at least the same condition as the premises were in as of the Commencement Date.

C. Maintenance

1. Licensee shall be solely responsible for all maintenance and repairs involving the camera, including, but not limited to, the maintenance and repair of the camera, the surface mount, recording systems, and any and all wiring or electrical needs.
2. Licensee shall notify County, in advance, when it will be using/accessing the premises to conduct any and all maintenance and repairs. . The County contact is Andy Studt, Environmental Resources Management Department, at (561) 233-2539.

D. Maintaining Records

1. Licensee shall be solely responsible for maintaining, preserving and archiving all video recordings or pictures taken by the camera in accordance with Florida Public Record laws.
2. Licensee shall be solely responsible for preparing and responding to any and all public records requests from either the public or other agencies regarding the video recordings or pictures taken by the camera.
3. Licensee designates the following individual as the contact person for all public record requests concerning the camera: Chief Jeffery Rasor (561) 383-2550.
4. Upon request, Licensee shall provide County with copies of stored images or video recordings from the camera at no cost.

E. Costs

1. Operation & Maintenance: Licensee shall be solely responsible for all costs associated with the operation and maintenance of the camera.
2. Utilities Fee: Licensee shall pay County a one-time Fee in the amount of \$945, representing utility costs for the duration of the term of this Agreement.

F. Casualty

1. County is not responsible or liable in any way for the camera being destroyed or damaged by fire, flood, earthquake, windstorm, theft, sabotage, accident or any other casualty of a similar nature. In the event of such a casualty, Licensee is solely responsible for the removal or repair of the camera or any camera equipment as well as any damage to the Premises resulting from such casualty. In the event of casualty to the Premises, County has no obligation to repair or compensate Licensee for damage to, or loss of, its camera and equipment.

G. Vandalism

1. Licensee is responsible for reimbursing County any costs associated with the removal/repair of vandalism/graffiti that is the result of the Licensee's equipment being attached to the Premises.

H. Insurance

1. If Licensee utilizes a general or subcontractor to install, maintain, repair, service or otherwise do any work at the premises or on the camera, Licensee's general or subcontractor shall:
 - i. Keep in full force and effect Comprehensive General Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability, and Workers Compensation covering all employees in accordance with Chapter 440 of the Florida Statutes. The General Liability policy shall include coverage for the Premises, Operation, Contractual Liability, Independent Contractor's Contractual Liability, and Broad Form Property Damage Liability coverages;
 - ii. Except for Workers Compensation, all insurance policies shall name County as an Additional Insured; and
 - iii. A Certificate of Insurance evidencing all such insurance coverages shall be provided to County prior to the commencement of installation by any of Licensee's contractors or subcontractors, such Certificates indicating at least thirty (30) days prior notice of cancellation of adverse material changes in coverage.

Exhibits A-2 and A-3 are Exempt from Public Disclosure pursuant to Section 119.071(3) Florida Statutes.

Trump International Golf Club L.C. / License Agreement

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

This License Agreement made and entered into 2/21/2025, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Trump International Golf Club, L.C., hereinafter referred to as "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 Commencement Date

This License Agreement shall commence upon execution by both parties (the "Commencement Date"). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, one year from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. License Fee

The Licensee shall pay the License Fee identified on the Application as determined by the County, together with applicable sales taxes thereon. Additional charges may accrue 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 Business Operations Division, 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 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

FDO Business Operations Director
2633 Vista Parkway
West Palm Beach, FL 33411

with a copy to:

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

(b) If to the Licensee at:

Trump International Golf Club L.C.
3505 Summit Blvd
West Palm Beach, FL 33406

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**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General 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. **E-Verify – Employment Eligibility**

24.01 Licensee warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-


Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified 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.

24.02 Licensee shall obtain from each of its contractors and subcontractors an affidavit stating that each contractor and subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Licensee shall maintain a copy of any such affidavit from contractors and subcontractors for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this License which requires a longer retention period.

24.03 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. If County has a good faith belief that Licensee’s contractors or subcontractors have knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Licensee to terminate its contract with the contractor or subcontractor and Licensee shall immediately terminate its contract with the contractor or subcontractor. If County terminates this License pursuant to the above, Licensee shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this License was terminated. In the event of such contract termination, Licensee shall also be liable for any additional costs incurred by County as a result of the termination.

Section 25 - Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern
Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Licensee certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

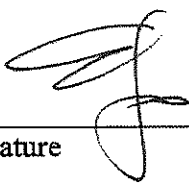
Section 26: Human Trafficking Affidavit
Licensee warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Licensee has executed **Exhibit “B”**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

~~Remainder of this page left intentionally blank~~
Subscribed day of 21, Feb 2025 a Notary Public
in and for Palm Beach County,
State of FL

(Signature)
NOTARY PUBLIC
My Commission expires _____, _____




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

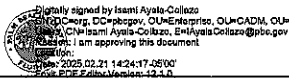
Ed Raymundo
Printed Name

LICENSEE:
By: 
Signature

Shawn McCabe
Printed Name
Senior Vice President of Property
Title

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

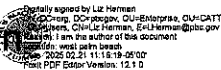
Isami Ayala-
By: Collazo
Director, Facilities Development & Operations



APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: ybh Liz Herman
County Attorney



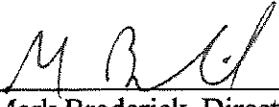
NR
By: 
Mark Broderick, Director
FDO Business Operations

Exhibit “A”

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

**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@pbc.gov
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Director
Telephone: 561-233-0220

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: Trump International Golf Club LLC
Name of
Organization/Licensee: Trump International Golf Club LLC
Address: 3505 Summit Blvd.
City: West Palm Beach State: FL Zip: 33406
Phone: 561-832-0167 Email: _____
Name of the Authorized Representative : _____
Type of Entity: ☐ Public Agency ☐ Non-Profit ☒ Other (Specify) Private Golf Club

2. REQUESTED PROPERTY

Name of Property: SEE EXHIBIT "A-4"
(Please include room or area requested)
Address: _____
City: _____ State: _____ Zip: _____

3. NATURE OF USE: (Please check one)

☐ Training ☐ Educational ☐ Recreational ☐ Meeting
☐ Non-profit Event ☒ Other PARKING for charity event

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):

For VOLUNTEERS & Employee PARKING

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: 2.22.25

Time(s) of Use: 8:00 AM/PM - 4:00 AM/PM

6. EQUIPMENT

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

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: N/A

9. ADVERTISING

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

If yes, by what means?: ☐ Radio ☐ TV ☐ Other _____

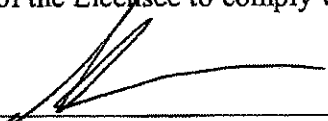
TO BE PROVIDED BY FDO (After evaluation of the Application):

1. FEES AND ADDITIONAL CHARGES

<input checked="" type="checkbox"/>	License Fees	\$ 150.00
<input type="checkbox"/>	Custodial Fees	\$ _____
<input type="checkbox"/>	Service Costs	\$ _____
<input type="checkbox"/>	Other Costs	\$ _____

2. Special Conditions of Use: See attached Exhibit A-1

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.



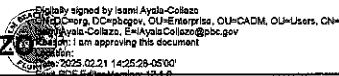
Signature of Authorized Representative

Date: 11/17/2025

Shawn McCabe Senior Vice President of Operations
Printed Name and Title of Authorized Representative

APPROVED BY:

Isami Ayala-Collazo



Director, Facilities Development & Operations Department

Date: _____

OTHER DEPARTMENTAL REVIEW (If necessary):

Signature of Director of Department

Date: _____

EXHIBIT "A-1"
Special Conditions of Use

1. This License Agreement is for the vacant lot located to the east of the Main Branch Library along David Road and Summit Boulevard, as further depicted in Exhibit "A-2" ("Premises"), which is attached hereto and incorporated herein, for the sole and specific purpose of permitting Licensee to park up to 60 vehicles of Licensee, its employees and volunteers from 8:00 a.m. to 4:00 p.m. on February 22, 2025. No other use by the Licensee is permitted.
2. In the event there is an emergency, accident or injury on the Premises, Licensee shall immediately dial 911 and then follow-up by reporting such emergency to the Facilities Management Division at (561) 712-6428. In the event the emergency does not warrant a call to 911, Licensee shall still report the incident to the Facilities Management Division at (561) 712-6428.
3. Licensee shall pay a license fee of \$150 for the use of the Premises.
4. All parking required by Licensee, its employees or volunteers shall be accommodated and confined to the Premises.
5. Licensee shall provide appropriate signage and personnel required, including parking attendant(s) to ensure that the use of the Premises and that all activity on the Premises is done in an orderly manner and in full compliance with the License Agreement. Said signage and attendant(s) shall also be used for the purpose of directing vehicles to park on the Premises instead of utilizing the asphalt parking spaces at the Library. This License Agreement is limited to the use of the Premises and does not permit any use of the Library parking spaces. At the conclusion of the event, Licensee shall remove all signs from the Premises.
6. Licensee shall provide all traffic control and enforcement necessary to ensure that Licensee's use of the Premises does not interfere with County's use of its contiguous properties and that there will be no entry or use of any County building on the contiguous properties by the Licensee, its employees or volunteers.
7. Licensee shall keep access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.
8. Licensee shall not charge a fee for parking on the Premises.
9. Licensee acknowledges that this License is non-exclusive and County reserves the right to enter and use the Premises for its own purposes and to allow others to use the Premises for any purposes that the County approves.
10. Licensee acknowledges and is aware that County does not monitor or patrol the parking area and that Licensee's vehicles park at their own risk. Licensee is solely responsible for any and all items, including vehicles, left at the Premises by its employees and volunteers.
11. Licensee shall advise all its employees and volunteers that they are parking their vehicles at their own risk.
12. Licensee is solely responsible for vehicle safekeeping and the safety and security of anyone utilizing the Premises.
13. Disclaimer & Release of Liability
 - a. IN CONSIDERATION OF COUNTY'S AGREEMENT TO ALLOW LICENSEE TO USE THE PREMISES, AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT OF WHICH IS HEREBY

ACKNOWLEDGED, COUNTY HEREBY DISCLAIMS, AND USER HEREBY WAIVES, RELEASES AND DISCHARGES COUNTY, FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS, CAUSES OF ACTION, LOSSES, DAMAGES, OR PERSONAL INJURIES OR DEATH, WHETHER ARISING IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), OF ANY NATURE WHATSOEVER, SUSTAINED BY LICENSEE, ITS EMPLOYEES, INVITEES, OR VOLUNTEERS.

- b. THE SCOPE OF THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO ANY VEHICLES, OR PERSONAL PROPERTY, OF LICENSEE, ITS EMPLOYEES, INVITEES, OR VOLUNTEERS WHILE PARKED AT THE PREMISES.

Exhibit "A-2"
Vacant Lot - Delineated by Red Lines



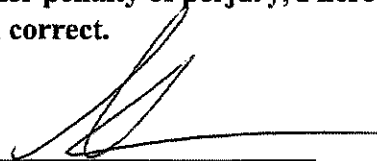
EXHIBIT "B"

**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Trump International Golf Club, L.C.,
(Licensee) and attest that Licensee does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

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


(signature of officer or representative)


Shawn M Yabe Senior Vice President
(printed name and title of officer or representative)

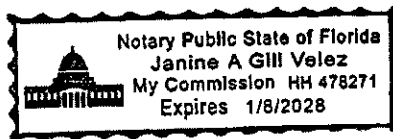
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 21 day of Feb 2020, by _____.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.


NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)