

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

Meeting Date: October 21, 2025	☒ Consent	☐ Regular
	☐ Ordinance	☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file:

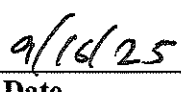
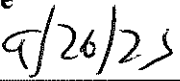
- A) Standard Equipment Use Agreement with Ric L. Bradshaw, Sheriff of Palm Beach County, Florida for a period of August 18, 2025, through August 22, 2025, for the use of two (2) digital signboards; without an equipment use fee; and
- B) Standard Equipment Use Agreement with City of Riviera Beach for a period of August 25, 2025, through September 30, 2025, for the use of 104 expired bunker gears; without an equipment use fee.

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 Equipment Use Agreement was approved by the BCC on October 1, 2013, Agenda item 3H-2. These executed documents are now being submitted to the BCC as a 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 equipment use agreements was designed to expedite and streamline the process for use of county owned equipment for short-term use. There is usually no fee for use 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 Equipment Use Agreement - Ric L. Bradshaw, Sheriff of Palm Beach County, Florida
- 2. Standard Equipment Use Agreement -City of Riviera Beach

Recommended By: 		
	Department Director	Date
Approved By: 		
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	*0.00	0.00	0.00	0.00	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget:	Yes		No	X	
Is this item using Federal Funds:	Yes		No	X	
Is this item using State Funds:	Yes		No	X	
Budget Account No:					
Fund	Dept	Unit	Revenue Source		
Fund	Dept	Unit	Revenue Source		

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

*There is no fiscal impact associated with this item.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB

9/18/2025

9/18

SW 9-18-25

Contract Development and Control

9/22/25

26 9.22.25

B. Legal Sufficiency:

ybh

Assistant County Attorney

for, Liz Werman

C. Other Department Review:

Department Director

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

STANDARD EQUIPMENT USE AGREEMENT

THIS EQUIPMENT USE AGREEMENT is made and entered into August 18, 2025 by and between Palm Beach County, a political subdivision of the State of Florida ("County") and Ric L. Bradshaw, in his official capacity as Sheriff of Palm Beach County, Florida, a constitutional officer, hereinafter referred to as "User".

In consideration of the covenants and agreements hereinafter set forth the County hereby grants User the use of equipment as set forth herein.

SECTION ONE: EQUIPMENT USE AND TERM

County hereby agrees to provide the use of the equipment identified on the attached **Exhibit "A"**, incorporated herein by reference (the "Equipment") and User acknowledges receipt of said Equipment. This Equipment Use Agreement is subject to the Special Conditions of Use as set forth in **Exhibit "B"**, attached hereto and incorporated by reference.

This Agreement commences on **August 18, 2025**, and ends on the earlier of **August 22, 2025**, or upon County notice of termination as set forth herein (the "Term"). The User shall discontinue use/return the Equipment at the conclusion of the Term.

The User acknowledges that the County is providing use of the Equipment without charge for the benefit of the public, and that the County may have occasions when the Equipment is required for County purposes. Therefore, the parties agree that, in the event the Equipment is needed by the County during the Term, or if either party desires to terminate the Agreement, for any reason whatsoever, either party may immediately terminate this Agreement and the User shall immediately discontinue use/return the Equipment to the County following the notice of termination.

SECTION TWO: COSTS

The User will not incur a fee for use or rental of the Equipment during the Term of this Agreement. However, User may incur other costs and expenses as further set forth in this Agreement or the Special Conditions of Use.

SECTION THREE: RISK OF LOSS AND DAMAGE

User shall be responsible for risk of loss and damage to the Equipment to the extent set forth in the attached Special Conditions of Use.

SECTION FOUR: INSURANCE AND INDEMNIFICATION

User shall provide the insurance and indemnity requirements as set forth in the attached Special Conditions of Use. Proof of insurance, if applicable, is required prior to delivery of the Equipment.

SECTION FIVE: NOTICES

All notices to the County concerning this Equipment Use Agreement shall be directed to the Business Operations Director, Facilities Development & Operations, 2633 Vista Parkway, West Palm Beach, FL 33411-5603, (561) 233-0206 (fax) with a copy to Palm Beach County, Attn: County Attorney, 301 North Olive Avenue, 6th Floor, West Palm Beach, FL 33401, (561) 355-6461(fax), and to Mary Blakeney, Public Safety Department Division of Emergency Management at 20 S. Military Trail, West Palm Beach, FL 33415, mblakene@pbc.gov.

All notices to the User shall be directed to Lt. Clinton Cohen at CohenC@pbso.org, PBSO District 14, 120 N G Street, Lake Worth Beach, FL 33460, (561) 310-7689 (phone). For purposes of this Agreement, notice shall be in writing, and may be provided by U.S. Mail, hand delivery, other delivery service, or by facsimile or email.

SECTION SIX: INTENTIONALLY DELETED

SECTION SEVEN: NO THIRD PARTY BENEFICIARY

No provision of this 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 Agreement, including but not limited to any citizen or employees of the County and/or User.

SECTION EIGHT: 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 R2025-0748, as may be amended, the User 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, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

IN WITNESS WHEREOF, County and User have executed this Equipment Use Agreement, on the day and year first above written.

USER:

By: Rafiah Bacchus
Witness Signature

By: Terence Feeney
Signature

Rafiah Bacchus
Witness Name

By: Terence P. Feeney, Chief Procurement Officer
Print Name and Title

Date: 8/14/2025

APPROVED AS TO
LEGAL SUFFICIENCY

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: /s/Yelizaveta B. Herman
County Attorney

By: Jason Crosby A.
Jason Crosby, Acting FDO Director

Digitally signed by Jason Crosby A.
DN: DC=org, DC=pbcgov, OU=Enterprise, OU=FDO, OU=Users, CN=Jason Crosby A., E=JCrosby@pbcgov
Date: 2025.08.18 07:41:49-04'00'

Date: _____

APPROVED AS TO TERMS AND CONDITIONS

By: Mark Broderick
Mark Broderick, Division Director
Facilities Development & Operations Business
Operations

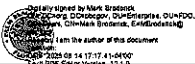


EXHIBIT "A"
Equipment Inventory
(Subject to change)

[illegible]

EXHIBIT "B"
SPECIAL CONDITIONS OF USE

1. Costs. The User acknowledges that the County is providing use of the Equipment without charge for the benefit of the public and that there is to be no private "for-profit" uses of the Equipment. This prohibition extends to private businesses, entities or persons who are providing services for a fee during a not-for profit or governmental event.

User hereby certifies that the Equipment will be used solely by governmental or not-for-profit agencies and employees or volunteers, and that the Equipment will not be provided to any "for-profit" business or entity, or its contractors or employees. If User authorizes other governmental agencies or not-for-profit entities to use the Equipment, the User certifies that this prohibition will be explained to each user and each user must also comply with this use restriction.

2. Return of Equipment. The User acknowledges that the County is providing use of the Equipment during the hurricane season or during a period when County operations may require that the County must use the Equipment for County purposes. In the event the Equipment is needed by the County during the Term, at the sole discretion of the Facilities Development & Operations Department, County shall email a notice of termination to User at CohenC@pbso.org and the User shall immediately discontinue use/return the Equipment, in no event later than within forty-eight (48) hours after email notice of termination. Notice of termination is final.

User understands that the Equipment would not be authorized for this proposed use, but for, User's agreement to return the Equipment as set forth herein in the event of a termination. User has accepted the Equipment being fully aware of the risk of this contingency. User takes full and complete responsibility for contingency planning to avoid disruption to its communications and/or operations and agrees that User will not rely solely on the Equipment for its safety or security communications and/or operations.

3. Operation of Equipment. User is solely responsible for the performance and the operation of the Equipment and any damages or liability resulting from the use thereof. Should the County or User identify any malfunctioning Equipment, the User shall notify County and return the malfunctioning equipment to the County. In the case of stolen or lost Equipment, the User shall notify the County of the same, in writing or via e-mail, and shall include within such notice the serial number of the Equipment that is lost or stolen.

4. Risk of Loss and Damage. User assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of User under this Agreement. In the event of loss or damage of any kind whatsoever to the Equipment, User shall, at County's option: (i) reimburse the County for the entire cost and expense of the repair of the Equipment; or (ii) pay to the County the full replacement cost of the Equipment without deduction for depreciation. User shall provide County

with the reimbursement of repair costs and/or the replacement cost, if applicable, within fourteen (14) calendar days of User's receipt of an invoice from the County regarding the same.

5. Insurance. Florida Government Entity. User acknowledges without waiving the right to sovereign immunity as provided by Florida Statutes 768.28, that User is self-insured for general liability and automobile liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. In the event that User maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Florida Statutes 768.28, then User shall maintain said insurance policy at limits not less than \$500,000 each occurrence. User 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." The additional insured endorsement shall provide coverage on a primary basis. Compliance with the foregoing insurance requirements shall not relieve User of its liability and obligations under this License Agreement. User's self-insurance or general liability insurance shall be primary with respect to any coverage afforded to or maintained by the County.

6. Indemnity. Florida Government Entity. Each party shall be liable for its own actions and negligence; and, to the extent permitted by law, User shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the User's acts, errors or omissions in connection with this License Agreement. In the event the County shall be made a party to any litigation commenced against User or by User against any third party, then User shall protect and hold the County harmless in connection with such litigation and any appeals thereof. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's own negligent, willful or intentional acts or omissions. This Section shall survive termination of this Equipment Use Agreement.

STANDARD EQUIPMENT USE AGREEMENT

THIS EQUIPMENT USE AGREEMENT is August 22, 2025, made and entered into by and between **Palm Beach County**, a political subdivision of the State of Florida ("County") and City of Riviera Beach, a municipal corporation of the State of Florida, hereinafter referred to as "User".

In consideration of the covenants and agreements hereinafter set forth the County hereby grants User the use of equipment as set forth herein.

SECTION ONE: EQUIPMENT USE AND TERM

County hereby agrees to provide the use of the equipment identified on the attached Exhibit "A", incorporated herein by reference (the "Equipment") and User acknowledges receipt of said Equipment. This Equipment Use Agreement is subject to the Special Conditions of Use as set forth in Exhibit "B", attached hereto and incorporated by reference.

This Agreement commences on August 25, 2025 and ends on the earlier of September 30, 2025, or upon County notice of termination as set forth herein (the "Term"). The User shall discontinue use/return the Equipment at the conclusion of the Term.

The User acknowledges that the County is providing use of the Equipment without charge for the benefit of the public, and that the County may have occasions when the Equipment is required for County purposes. Therefore, the parties agree that, in the event the Equipment is needed by the County during the Term, or if either party desires to terminate the Agreement, for any reason whatsoever, either party may immediately terminate this Agreement and the User shall immediately discontinue use/return the Equipment to the County following the notice of termination.

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User shall be responsible for risk of loss and damage to the Equipment to the extent set forth in the attached Special Conditions of Use.

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SECTION SIX: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have 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 through 2440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION SEVEN: NO THIRD PARTY BENEFICIARY

No provision of this 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 Agreement, including but not limited to any citizen or employees of the County and/or User.

SECTION EIGHT: 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 R2025-0748, as may be amended, the User 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, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, County and User have executed this Equipment Use Agreement, on the day and year first above written.

WITNESS:

By: John M. Curd
Signature

John M Curd
Printed Name

USER:

By: Douglas Lane
City Mayor

Douglas Lane
Printed Name

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

By: Jason Crosby
Jason Crosby, Acting Director
Facilities Development & Operations

APPROVED AS TO LEGAL
SUFFICIENCY

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

APPROVED AS TO TERMS AND
CONDITIONS

By: M.B. Mark Broderick
Mark Broderick, Director
Facilities Development & Operations
Business Operations Division

EXHIBIT "A"

Equipment Inventory
(Subject to change)

EQUIPMENT TYPE AND/OR SERIAL NO.	ASSET NUMBER	REPLACEMENT COST
Expired Bunker Gear	C1	\$100.00
Expired Bunker Gear	C11	\$100.00
Expired Bunker Gear	C19	\$100.00
Expired Bunker Gear	C26	\$100.00
Expired Bunker Gear	C27	\$100.00
Expired Bunker Gear	C28	\$100.00
Expired Bunker Gear	C29	\$100.00
Expired Bunker Gear	C3	\$100.00
Expired Bunker Gear	C31	\$100.00
Expired Bunker Gear	C32	\$100.00
Expired Bunker Gear	C35	\$100.00
Expired Bunker Gear	C36	\$100.00
Expired Bunker Gear	C36322976	\$100.00
Expired Bunker Gear	C37	\$100.00
Expired Bunker Gear	C38	\$100.00
Expired Bunker Gear	C39	\$100.00
Expired Bunker Gear	C40323272	\$100.00
Expired Bunker Gear	C41	\$100.00
Expired Bunker Gear	C423233591	\$100.00
Expired Bunker Gear	C44323293	\$100.00
Expired Bunker Gear	C44323450	\$100.00
Expired Bunker Gear	C44323462	\$100.00
Expired Bunker Gear	C44323469	\$100.00
Expired Bunker Gear	C44323492	\$100.00
Expired Bunker Gear	C44323498	\$100.00
Expired Bunker Gear	C44324483	\$100.00
Expired Bunker Gear	C4433	\$100.00

Expired Bunker Gear	C44333863	\$100.00
Expired Bunker Gear	C44353446	\$100.00
Expired Bunker Gear	C44353477	\$100.00
Expired Bunker Gear	C462957	\$100.00
Expired Bunker Gear	C46323458	\$100.00
Expired Bunker Gear	C46323459	\$100.00
Expired Bunker Gear	C46323474	\$100.00
Expired Bunker Gear	C46323475	\$100.00
Expired Bunker Gear	C46323560	\$100.00
Expired Bunker Gear	C46353565	\$100.00
Expired Bunker Gear	C46464699	\$100.00
Expired Bunker Gear	C48323396	\$100.00
Expired Bunker Gear	C483286	\$100.00
Expired Bunker Gear	C48343349	\$100.00
Expired Bunker Gear	C48343382	\$100.00
Expired Bunker Gear	C48353461	\$100.00
Expired Bunker Gear	C48373045	\$100.00
Expired Bunker Gear	C5	\$100.00
Expired Bunker Gear	C522955	\$100.00
Expired Bunker Gear	C5232	\$100.00
Expired Bunker Gear	C6	\$100.00
Expired Bunker Gear	C8	\$100.00
Expired Bunker Gear	P1	\$100.00
Expired Bunker Gear	P13	\$100.00
Expired Bunker Gear	P3630100	\$100.00
Expired Bunker Gear	P3630112	\$100.00
Expired Bunker Gear	P3630113	\$100.00
Expired Bunker Gear	P3630121	\$100.00
Expired Bunker Gear	P363260	\$100.00
Expired Bunker Gear	P363284	\$100.00
Expired Bunker Gear	P363293	\$100.00

Expired Bunker Gear	P3634118	\$100.00
Expired Bunker Gear	P382856	\$100.00
Expired Bunker Gear	P3830159	\$100.00
Expired Bunker Gear	P3832146	\$100.00
Expired Bunker Gear	P383258	\$100.00
Expired Bunker Gear	P4	\$100.00
Expired Bunker Gear	P4030140	\$100.00
Expired Bunker Gear	P403059	\$100.00
Expired Bunker Gear	P403070	\$100.00
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Expired Bunker Gear	P4032131	\$100.00
Expired Bunker Gear	P4032149	\$100.00
Expired Bunker Gear	P403266	\$100.00
Expired Bunker Gear	P4228172	\$100.00
Expired Bunker Gear	P4228178	\$100.00
Expired Bunker Gear	P422880	\$100.00
Expired Bunker Gear	P423063	\$100.00
Expired Bunker Gear	P4234177	\$100.00
Expired Bunker Gear	P423478	\$100.00
Expired Bunker Gear	P4426173	\$100.00
Expired Bunker Gear	P4430106	\$100.00
Expired Bunker Gear	P4634170	\$100.00
Expired Bunker Gear	P4634180	\$100.00
Expired Bunker Gear	P4636174	\$100.00
Expired Bunker Gear	P14	\$100.00
Expired Bunker Gear	P16	\$100.00
Expired Bunker Gear	P2	\$100.00
Expired Bunker Gear	P21	\$100.00
Expired Bunker Gear	P23	\$100.00
Expired Bunker Gear	P27	\$100.00
Expired Bunker Gear	P28	\$100.00

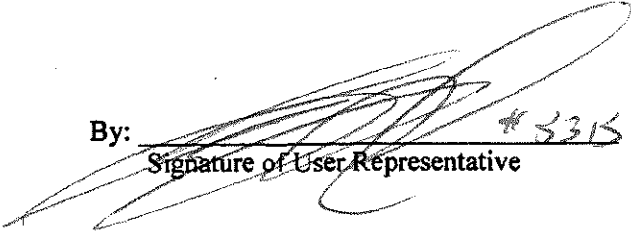
Expired Bunker Gear	P3229195	\$100.00
Expired Bunker Gear	P323252	\$100.00
Expired Bunker Gear	P3430204	\$100.00
Expired Bunker Gear	P3434155	\$100.00
Expired Bunker Gear	P343687	\$100.00
Expired Bunker Gear	P362875	\$100.00
Expired Bunker Gear	P48	\$100.00
Expired Bunker Gear	P4828169	\$100.00
Expired Bunker Gear	P483089	\$100.00
Expired Bunker Gear	P4836143	\$100.00
Expired Bunker Gear	P4836175	\$100.00
Expired Bunker Gear	P5	\$100.00
Expired Bunker Gear	P5030166	\$100.00
Expired Bunker Gear	P8	\$100.00
Expired Bunker Gear	P9	\$100.00
TOTAL REPLACEMENT COST		\$10,400.00

Equipment Acknowledgement and Receipt (if applicable)

(A copy of the Equipment Inventory is to be signed by User at delivery of equipment)

User hereby acknowledges receipt and possession of the equipment identified on this Exhibit "A".

By:

 #3315
Signature of User Representative

Date

9/8/25

EXHIBIT "B"
SPECIAL CONDITIONS OF USE

1. Costs. The User acknowledges that the County is providing use of the Equipment without charge for the benefit of the public and that there is to be no private "for-profit" uses of the Equipment. This prohibition extends to private businesses, entities or persons who are providing services for a fee during a not-for profit or governmental event.

User hereby certifies that the Equipment will be used solely by the governmental agency and employees or volunteers, and that the Equipment will not be provided to any "for-profit" business or entity, or its contractors or employees. If User authorizes other governmental agencies or not-for-profit entities to use the Equipment, the User certifies that this prohibition will be explained to each user and each user must also comply with this use restriction.

2. Return of Equipment. The User acknowledges that the County is providing use of the Equipment during the hurricane season or during a period when County operations may require that the County must use the Equipment for County purposes. In the event the Equipment is needed by the County during the Term, at the sole discretion of the Facilities Development & Operations Department, County shall email a notice of termination to Benjamin Campbell at bcampbell@rivierabeach.org and the User shall immediately discontinue use/return the Equipment, in no event later than within forty-eight (48) hours after email notice of termination. Notice of termination is final.

User understands that the Equipment would not be authorized for this proposed use, but for, User's agreement to return the Equipment as set forth herein in the event of a termination. User has accepted the Equipment being fully aware of the risk of this contingency. User takes full and complete responsibility for contingency planning to avoid disruption to its communications and/or operations and agrees that User will not rely solely on the Equipment for its safety or security communications and/or operations.

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3. Risk of Loss and Damage. User assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of User under this Agreement. In the event of loss or damage of any kind whatsoever to the Equipment, User shall, at County's option: (i) reimburse the County for the entire cost and expense of the repair of the Equipment; or (ii) pay to the County the full replacement cost of the Equipment without deduction for depreciation. User shall provide County with the reimbursement of repair costs and/or the replacement cost, if applicable, within fourteen (14) calendar days of User's receipt of an invoice from the County regarding the same.

4. Insurance. Florida Government Entity: User acknowledges without waiving the right to sovereign immunity as provided by Florida Statutes 768.28, that User is self-insured for general liability and automobile liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. In the event that User maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Florida Statutes 768.28, then User shall maintain said insurance policy at limits not less than \$500,000 each occurrence. User 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." The additional insured endorsement shall provide coverage on a primary basis. Compliance with the foregoing insurance requirements shall not relieve User of its liability and obligations under this License Agreement. User's self-insurance or general liability insurance shall be primary with respect to any coverage afforded to or maintained by the County.

5. Indemnity Each party shall be liable for its own actions and negligence and to the extent permitted by law; User shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the User's acts, errors or omissions in connection with this License Agreement. In the event the County shall be made a party to any litigation commenced against User or by User against any third party, then User shall protect and hold the County harmless in connection with such litigation and any appeals thereof. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's own negligent, willful or intentional acts or omissions. This Section shall survive termination of this Equipment Use Agreement.