Agenda Item #: 3H-5

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: January 6, 2026			Consent Ordinance	[ ] Regular [ ] Public Hearing
Department:	Facilities Development & Operation	S		

# I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: the following Standard License Agreements (Agreements) for use of County-owned property, all without a license fee:

- A) North County Senior Center Fitness 4 Older Adults, LLC, October 17, 2025 October 16, 2026, for fitness classes;
- **B)** Lantana/Lake Worth Health Center Healthy Mothers/Healthy Babies Coalition of Palm Beach County, Inc., November 4, 2025 September 30, 2026, for prenatal and postpartum care group meetings;
- C) North County Senior Center Jourdans Palm Beach LLC, November 6, 2025 November 5, 2026, for duplicate bridge classes; and
- D) North County Senior Center Lena Mazmanian, June 22, 2025 June 21, 2026, for fitness classes.

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 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 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. There is no fiscal impact associated with these 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 the determination 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:

- Standard License Agreement for Use of County-Owned Property Fitness 4 Older Adults, LLC
- 2. Standard License Agreement for Use of County-Owned Property Health Mothers/Healthy Babies Coalition of Palm Beach County, Inc
- 3. Standard License Agreement for Use of County-Owned Property Jourdans Palm Beach LLC

Divitally signed by Jason Crosby A

4. Standard License Agreement for Use of County-Owned Property - Lena Mazmanian

Recommended By: _	Jason Crosby A DN: DC-org, DC-pbegov, OU-linterprise, OU-FDO.  OU-livers, CN-fason Crosby A., E-JCrosby@pbe.gov Dutic 2025, 12.02 17.18.58-05907			
	Department Director	Date		
Approved By:	Pal	12/4/25		
	Deputy County Administrator	Date		

# II. FISCAL IMPACT ANALYSIS

A. Five Year S	Summary of Fiscal In	ipact:				
Fiscal Years	20	026	2027	2028	2029	2030
Capital Expend						
Operating Cost External Reven						
Program Incom (County)	e			-		
In-Kind Match	(County					
NET FISCAL I	MPACT 0.00*		0.00	0.00	0.00	0.00
# ADDITIONAL POSITIONS (Cumulative)	L FTE					
Is Item Includ	led in Current Bu	ıdget: \	Yes	No <u>X</u>		
Is this item us	ing Federal Fund	s: Y	Yes	No X		
Is this item us	ing State Funds:	Z	Yes	No X		
Budget Accoun	nt No: Fund	Dept	Unit	Revenue	Source	***
C. Departme	ntal Fiscal Reviev		VIEW COMM	MENTS		
A. OFMB Fig.	scal and/or Contr	act Developi	ment Comme	nts:	1.	
ØFMB	late Made			Junar htract Developme	Mullon nt and Control	12/3/25
B. Legal Suffi	ciency:  County Attorney	5			12-3	-15TW
C. Other Dep	eartment Review:					
Departmen	t 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 October 17, 2025 , by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Fitness 4 Older Adults, 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.

Page 1 of 8

Updated 06/05/25

#### 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 R2025-0748, as may be amended, the Licensee warrants and represents that throughout the term of

#### Fitness 4 Older Adults/Senior Center

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.

# 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 Licensee 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.

#### Fitness 4 Older Adults/Senior Center

#### 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:

Fitness 4 Older Adults, LLC, c/o Wanda I. Serbia 13182 La Lique Ct Palm Beach Gardens, FL 33410

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.

#### Fitness 4 Older Adults/Senior Center

#### 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

Page 7 of 8

Updated 06/05/25

#### Fitness 4 Older Adults/Senior Center

County Attorney

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: Villeges Serbia PALM BEACH COUNTY, a Political Subdivision of the State of Florida Jason Crosby
Digitally signed by Jason Crosby A.
DN: DC=org. DC=pbcgov. OU=
Enterprise. OU=PDO. OU=Users. CN=
Jason Crosby A. E=Crosby@pbc.gov
Date: 2025.10.17 16:10:27-0400 Director, Facilities Development & Operations APPROVED AS TO **LEGAL** APPROVED AS TO **TERMS** AND **SUFFICIENCY CONDITIONS** Natalia By: ybh /5/Yelizaveta B. Herman

# 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: Wanda I. Serbia				
Name of Organization/Licensee: Fitness 4 Older Adults, LLC				****
Address: 13182 La Lique Crt				
City: Palm Beach Gardens	State:	_FL	_Zip:	33418
Phone: (561) 339 – 5213 Email: B2fitness.wanda@gma	il.com			
Name of the Authorized Representative : Wanda I. Serbia				
Type of Entity: Public Agency Non-Profit (Specify)	her	Sole		
2. REQUESTED PROPERTY				
Name of Property: (Please include from or area requested) North County Senior Center				
Address: 5217 Northlake Blvd				
City: Palm Beach Gardens	State:	FL_	Zip:	33418
3. NATURE OF USE: (Please check one)				
☐ Training ☐ Educational ☐ Recreational	$\square$ N	1eeting		
Non-profit Event Other Senior Fitness 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: \$3.00/class
Detailed description of the nature and purpose of use (attach additional sheets as necessary):
60 minute fitness classes to include cardio, strength and balance, Zumba Gold and dance.
4. FOOD AND BEVERAGE
Use includes food and/or beverage?
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: Mondays - Fridays - from Commencement for a period of one (1) year-through October 16, 202
Time(s) of Use: 11:00 AM - 12:00 PM
6. EQUIPMENT
Amount of Equipment Requested: N/A Tables 25 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 Specify Other
8. VENDORS
List all vendors of the Event: N/A

9. ADVERTISIN	٧G			
Will the event be	advertised to the I	Public? 🛛 🗙 Ye	es □ No	
If yes, by what me	eans?: 🔲 Rad	io 🗌 TV	Other	PBC Newsletter/Facebook
TO BE PROVIDE			the Applicatior	n):
1. FEES AND	ADDITIONAL C		Request to Waive	
	Custodial Fees Service Costs Other Costs	į	\$\$	
2. Special Con	ditions of Use:	See attached Ex	hibit A-I	
By signing below, agree on behalf of t	I certify that I hav he Licensee to con	e the authority to aply with the ten	represent and one of this Appli	obligate the Licensee and I cation.
Signature of Autho		shee'	D:	ate:
Dancle T Printed Name and T	itle of Authorized	Ser <u>bia</u> Representative	<u>/</u>	
APPROVED BY:  Jason Crosby A  Director, Facilities [	Date: 2075 10 17 16:10:11.04/00	Acti		ite:
OTHER DEPARTM	IENTAL REVIEW	V(If necessary):	W	
Signature of Directo	r of Department			.te:

#### EXHIBIT "A-1"

# Special Conditions of Use re Standard License Agreement For Commercial Activity

- 1. This License Agreement is being granted for the use of the North County Senior Center solely to conduct 60-minute fitness classes for seniors, including but not limited to cardio, strength, balance, and dance classes. No other use by the Licensee is permitted.
- 2. In the event there is an emergency, dial 911 and then follow-up by contacting the following on-site Senior Center Staff Member: (i)Hugo Montenegro, North County Senior 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: (i)Hugo Montenegro, North County Senior Center Manager; or (ii)Wilfred Belisle, Recreate Specialist.

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. Estimated number of participants including staff/volunteers: 25.
- 4. 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"

5. Licensee will provide classes on the dates listed below (excluding legal holidays), beginning upon the Commencement Date and continuing for the duration of the License Term, as set forth in Section 2 of this Agreement.

#### Class schedule:

Mondays: 11:00 am - 12:00 pmTuesdays: 11:00 am - 12:00 pmWednesdays: 11:00 am - 12:00 pmThursdays: 11:00 am - 12:00 pmFridays: 11:00 am - 12:00 pm

6. 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.

- 7. Licensee shall charge a participation fee of \$3.00 per class to participants who do not have Medicare coverage for fitness classes (Silver Sneakers). Silver Sneakers pays Licensee between \$1.90 and \$2.00 (depending on number of class participants) for each enrolled class member that has Silver Sneakers coverage. Thus, Licensee does not charge a participation fee to Silver Sneakers members.
- 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 <u>Finess of Older Adults</u> , Luc (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)  Danda /: Villegas Sorbia (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, 25 day of Sept 225, by Wanda Villegas Serbic.
Personally known   OR produced identification   .
Type of identification produced <u>FL Driver License</u>
NOTARY PUBLIC  My Commission Expires: Jul 10,2017  State of Florida at large  MATTHEW CIAGO  Notary Public - State of Florida  Commission # HH 403322  My Comm. Expires Jul 10, 2027

(Notary Seal)

# STANDARD LICENSE AGREEMENT FOR USE OF COUNTY-OWNED PROPERTY

This License Agreement made and entered into November 4, 2025, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Healthy Mothers/Healthy Babies Coalition of Palm Beach County, 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.

Page 1 of 9

Rev. 06/05/2025

#### 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 R2025-0748, 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, 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.

Page 4 of 9

Rev. 06/05/2025

#### 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:

Healthy Mothers/Healthy Babies Coalition of Palm Beach County, Inc c/o Gonzalez, Michelle

842 N Military Trail

West Palm Beach, FL 33415

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.

Page 6 of 9

Rev. 06/05/2025

#### 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

Page 7 of 9

Rev. 06/05/2025

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: Lisa S. Greenwood Michelle Gonzalez Printed Name Printed Name Chief Executive Officer Title PALM BEACH COUNTY, a Political Subdivision of the State of Florida Jason Crosby Digitally signed by Jason Crosby A. DN: DC=07g, DC=pbcgov, OU=Enterprise, OU=FDO, OU=Users, CN=Jason Crosby A., E=Crosby@pbc.gov Date: 2025.11.04 17:26:55-05'00' Acting Director, Facilities Development & Operations APPROVED TO **LEGAL** APPROVED AS TO **TERMS** AND SUFFICIENCY **CONDITIONS** Natalia

Nat By:ybh /s/Yelizaveta B. Herman County Attorney 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 / 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: Michelle Gonzalez/CEO  Name of		······		
Organization/Licensee: Healthy Mothers/Healthy Babies	Coalitio	n of PB	C, Inc	•
Address: 842 N. Military Trail				
City: West Palm Beach	_ State:	_FL	Zip:	33415
Phone: (561) 665 – 4500 Email: mgonzalez@hmhbpbc.o	rg			
Name of the Authorized Representative : Gonzalez, Michelle				· · · · · · · · · · · · · · · · · · ·
Type of Entity: Public Agency Non-Profit (Specify)	er			
2. REQUESTED PROPERTY				
Name of Property: (Please include room or area requested)  Florida Department of Health, Lantana/Lake	e Worth	Health (	Center	
Address: 1250 Southwinds Drive - Room 1-311				***************************************
City: Lantana	State:	FL_	Zip:	33462
3. NATURE OF USE: (Please check one)				
☐ Training ☐ Educational ☐ Recreational		Aeeting		
□ Non-profit Event □ Other □				

Does Use include the sale of Goods and/or Services?  Yes No		
Will User charge an Admission Fee and/or Participation Fee?  Yes  No		
Amount to be charged for Admission Fee and/or Participation Fee: N/A		
Detailed description of the nature and purpose of use (attach additional sheets as necessary): Centering Pregnancy Program, this program is delivered in partnership with FDOH; pregnancy education classes, such as breastfeeding and childbirth; and outreach efforts to promote these services		
4. FOOD AND BEVERAGE		
Use includes food and/or beverage?		
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: Regular, Monday - Friday - through September 30, 2026		
Time(s) of Use: 8:00 AM - 5:00 PM		
6. EQUIPMENT		
Amount of Equipment Requested: N/A Tables N/A Chairs  All equipment contained or used within the Facility is subject to approval by the Department.		
7. ADDITIONAL USERS		
Organization(s)/individual(s) participating in use, if other than Applicant (attach additional pages		
to list more organization(s)/individual(s)):		
Name: N/A		
Address:		
City: State: Zip:		
Phone: ( ) – Email:		
Contact Person: ,		
Type of Entity: Public Agency Non-Profit (Specify)		
8. VENDORS		
List all vendors of the Event: N/A		

9. ADVERTISING	
Will the event be advertised to the Public?	✓ Yes
If yes, by what means?:  Radio	TV Other HMHB Outreach and Marketing
TO BE PROVIDED BY FDO (After evalua	tion of the Application):
1. FEES AND ADDITIONAL CHARGE	S
License Fees	\$ N/A
Custodial Fees	\$ N/A
Service Costs	\$ N/A
Other Costs	\$ N/A
2. Special Conditions of Use: See attack	ned Exhibit A-1
By signing below, I certify that I have the autagree on behalf of the Licensee to comply with	nority to represent and obligate the Licensee and I the terms of this Application.  Date: 9/2/2025
Signature of Authorized Representative	Date: 5/2/2020
Michelle Gonzalez, Printed Name and Title of Authorized Represe	
APPROVED BY:	
Jason Crosby A.  Digitally signed by Jason Crosby A.  DN: DC-org. DC-pbgov, OU-Enterprise, OU- PDC. OU-Users CN-Jason Crosby A.  E- DC-rosb/gepte.gov  A(Disc: 2025.11.04 17:40:26-05'00'	cting Date:
Director, Facilities Development & Operations	
OTHER DEPARTMENTAL REVIEW (If nec	essary):
	Date:
Signature of Director of Department	

#### EXHIBIT "A-1"

#### Special Conditions of Use re Standard License Agreement For Commercial Activity

- 1. This License Agreement is for the sole and specific purpose of permitting Licensee to use meeting room 1-311 at the Lantana/Lake Worth Health Center ("Premises") to offer a unique and innovative program for prenatal and postpartum care in a group setting. No other use by the Licensee is permitted.
- 2. The Lantana/Lake Worth Health Center Community Health Nursing Consultant, Monica Guzdzio (561-547-6847; Monica.Guzdziol@flhealth.gov) will serve as Licensee primary contact while at the Premises.
- 3. Since the use is to promote community interest and welfare and Licensee will not realize a profit from the use, there shall be no license fee assessed.
- 4. Licensee shall not employ alternative electrical power sources without the approval of FDO.
- 5. Licensee shall be responsible for items left at the Premises by guests, workers, employees or representatives of the Licensee. The County shall not be responsible for items left behind by the Licensee.
- 6. Licensee shall not store, possess or use drugs or gambling devices at the Premises or permit others to do so.
- 7. Licensee shall not post signs, banners, posters or any other displays on or in the Premises or affix decorations to walls or ceilings without the approval of FDO.
- 8. Licensee shall not make any alteration, adjustment, modification, partition or improvement to the Premises, but shall be allowed to place additional, non-fixed, equipment in the Premises with prior FDO approval.
- 9. Licensee shall not employ noise amplification devices unless approved by FDO.
- 10. No special parking arrangements will be provided.
- 11. All accidents or incidents occurring on the Premises shall be immediately reported by the Licensee to the on-site staff.
- 12. In the event there is an emergency, dial 911 and then follow-up by reporting such emergency to an on-site Staff member. In the event there is an accident or incident that does not warrant a call to 911, then such accident or incident occurring at the Facility shall be immediately reported by the Licensee to an on-site staff member.
- 13. In the event a Health Center Staff member is not available, such accident or injury shall be immediately reported by the Licensee to the Division of Facilities Management South

- County Region at 561-276-1346 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.
- 14. Licensee shall be responsible for reimbursing County for all damage, destruction or vandalism to the Premises and/or County property arising during, or as a result of, or in connection with, the licensed use.
- 15. 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 purpose that the County approves.
- 16. 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 PERSONAL PROPERTY OF LICENSEE, ITS EMPLOYEES, INVITEES, OR VOLUNTEERS WHILE AT THE PREMISES.
- 17. The term of this License Agreement will continue until September 30, 2026, the date the Memorandum of Agreement between the Florida Department of Health-Palm Beach County and the Licensee expires. If the Memorandum of Agreement is renewed, Licensee may apply for a new License Agreement.
- 18. 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 Healthy Matthews Healthy Bubits 15 (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)  MUNCLE Gonzale  (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, 27 day of 2026, by Michelle Gonzalez.
Personally known ☑ OR produced identification □.
Type of identification produced Promally Linux.  NOTARY PLIRI ID  My Commission Expires:  State of Florida at large  LISA STONE GREENWOOD  MY COMMISSION # HH 516132  EXPIRES: May 11, 2028

(Notary Seal)

# STANDARD LICENSE AGREEMENT FOR USE OF COUNTY-OWNED PROPERTY

This License Agreement made and entered into November 6, 2025, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Jourdans Palm Beach 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.

Page 1 of 8

Updated 06/05/25

# 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 R2025-

Page 2 of 8

Updated 06/05/25

#### Jourdans Palm Beach LLC/License Agreement-Senior Center

0748, 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, 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 \$500,000 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

#### Jourdans Palm Beach LLC/License Agreement-Senior Center

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.

Page 4 of 8

Updated 06/05/25

1

#### 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

rax. (301) 333-0401

#### (b) If to the Licensee at:

Jourdans Palm Beach LLC
Attn: Bruce Lang, Manager
405 Via Placita
Palm Beach Gardens, FL 33418

#### Jourdans Palm Beach LLC/License Agreement-Senior Center

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.

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	Bwacher  By: Signature			
Hybo Montenesto Printed Name	Manager Jourdans Palm Beach LLC			
Printed Name	Printed Name and Title			
APPROVED AS TO LEGAL SUFFICIENCY	PALM BEACH COUNTY, a Political Subdivision of the State of Florida  Jason Crosky Distinsty signed by Jason Crosby A. Distinsty Signed by J			
By:ybh /s/Yelizaveta B. Herman County Attorney	Natalia Composition Suproci by Natalia Restrance Composition Compo			

### 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: Bruce Lang Name of Organization/Licensee: Jourdans Palm Beach LLC Address: 405 Via Placita City: Palm Beach Gardens State: FL Zip: 33418 Phone: (267) 312 - 6221 Email: Bruce.edward.lang@gmail.com Name of the Authorized Representative: Lang, Bruce Public Agency Non-Profit Specify Other Type of Entity: LLC 2. REQUESTED PROPERTY Name of Property: (Please include room or area requested) North County Senior Center Address: 5217 Northlake Blvd City: Palm Beach Gardens \_\_ State: FL Zip: 33418 3. NATURE OF USE: (Please check one) Training ⊠ Educational ⊠ Recreational ☐ Meeting Non-profit Event Other

Does Use include the sale of Goods and/or Services? Yes No
Will User charge an Admission Fee and/or Participation Fee?  Yes  No
Amount to be charged for Admission Fee and/or Participation Fee: \$10 per player/student
Detailed description of the nature and purpose of use (attach additional sheets as necessary):
Cost is to offset costs of teaching/playing Duplicate Bridge
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 LIGH
5. DATE AND TIME OF USE
Date(s) of Use: Mondays to Fridays - from Commencement for a period of one (1) year-through November 5, 2026
Time(s) of Use: 10:00 AM - 4:00 PM
6. EQUIPMENT
Amount of Equipment Requested: 15 Tables 60 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: Kevin Phipps/Club Manager
Address: 1430 SW 25th Ave
City: Deerfield Beach State: FL Zip: 33442
Phone: (561) 558 – 5880 Email: Jourdanspalmbeach@gmail.com
Contact Person: Phipps, Kevin
Type of Entity: Public Agency Non-Profit Specify Manager/Director
8. VENDORS
List all vendors of the Event: N/A

9. ADVERTISI	VG					
Will the event be	advertis	ed to the Publi	c? x Yes		No	F 7/F 1 1/
If yes, by what m	eans?:	☐ Radio ·	□ TV		Other	Email / Facebook / ACBL website405
, , , , , , , , , , , , , , , , , , ,			٠٠ لسمة			7 CCDD WC03/IC-703
TO BE PROVIDI	ED BY I	FDO (After ev	aluation of th	ie Applie	cation	):
1. FEES AND	ADDIT	TIONAL CHA	RGES			
	Licens		\$	Waive	d	_
		lial Fees	\$			•
	Service		\$			<del></del>
	Other (	Costs	\$			····
agree on behalf of t	I certify he Licen	that I have the	authority to	represent	and o	obligate the Licensee and I cation.
Bava	charg				Da	ate:
Signature of Author	rized Re	presentative				
Owner/MANA	GER					
Printed Name and T	Title of A	authorized Rep	resentative			
APPROVED BY:	Jason	Crosby Digital DN: D Entery Jacon Date:	lly signed by Jason Crosby A IC=org, DC=pbcgov, OU= xise, OU=FDO, OU=Users, ( Crosby A., E=JCrosby@pbc.) 2025.11.06 17:58:41-05'00'	Actir	ng <sub>Da</sub>	ıte:
Director, Facilities 1	Developi	ment & Operat	ions Departm	ent		
OTHER DEPARTA	/EXTAI	L REVIEW (If	necessary):			
Jenes & &	Ire				Da	te: 9/18/25
Signature of Directo					L/4	ic. 11.010

#### 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 meeting room solely for the Licensee to provide instructions and guidance to seniors on playing bridge. 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: (i) Hugo Montenegro, North County Senior 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: (i) Hugo Montenegro, North County Senior Center Manager.

- 3. 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.
- 4. 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"

- 5. Licensee shall charge a participation fee of \$10 per class. The use is to promote community interest and welfare.
- 6. Estimated number of participants including staff/volunteers: 20.
- 7. The insurance requirements of paragraph 11 are waived.
- 8. Licensee will provide classes Monday through Friday (excluding legal holidays), beginning upon approval and execution of this License Agreement and continuing through the date specified in the application.
- 9. 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 <u>Javour's Palm Beacher</u> (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)    The true true true true true true true tru
State of Florida, County of Palm Beach
Sworn to and subscribed before me by means of M physical presence or online notarization this, >> wd day of Orlobor 2025, by Brook Laward Lawar
Personally known □ OR produced identification ②.
Type of identification produced  NOTARY PUBLIC  My Commission Expires: 1/7 2026  State of Florida at large  JORGE GUERRA  Notary Public  State of Florida  Comm# HH309670  Expires 9/7/2026
(Notary Seal)

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

This License Agreement made and entered into June 22, 2025, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Lena Mazmanian, 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.

Page 1 of 8

#### 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 R2025-0748, 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, 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.

Page 4 of 8

#### 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:

Lena Mazmanian 12289 Temple Blvd West Palm Beach, FL 33412

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.

Page 5 of 8

#### 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

Page 7 of 8

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:

Signature

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

Collazo

Isami Ayala-Collezo

Corro Dopbogov, Oberbinory

Barant I am opproving this document

Director, Facilities Development & Operations

TO LEGAL APPROVED AS SUFFICIENCY

APPROVED AS TO TERMS AND **CONDITIONS** 

Natalia 2 By: NR Restrepo of Edward Version 12.1.0

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/APPLICAN	Γ					
Name of Applicant: Name of	Lena Mazmania	n				
Organization/Licensee: Lena Mazmanian						
Address: 12289 T	Address: 12289 Temple Blvd					
City: West Palm	Beach		_ State:	FL	Zip:	33412
Phone: (561) 324 – 8356 Email: Lenamazmanian72@gmail.com						
Name of the Authorize	ed Representative	: Mazmanian, Lena				
Type of Entity: Public Agency Non-Profit Specify Other Individual Fitness Instructor Individual					uctor	
2. REQUESTED PRO	PERTY					
Name of Property: (Please include room or area requested)	North County Ser	nior Center				<u>.</u>
Address: 5217 North	ılake Blvd					
City: Palm Beach C	ardens		_ State:	FL_	Zip:	33418
3. NATURE OF USE:	(Please check or	ne)				
☐ Training [	☐ Training ☐ Educational ☐ Recreational ☐ Meeting					
☐ Non-profit Event	Other	Group Exercise				

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: \$7 per person per class
Detailed description of the nature and purpose of use (attach additional sheets as necessary):
Chair Pilates Class/ Fall Prevention/ Arthritis 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 - from Commencement for a period of one (1) year - through June 21, 2026
Time(s) of Use: 12: 30PM - 1:15 PM
6. EQUIPMENT
Amount of Equipment Requested: 0 Tables 0 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 Office (Specify)

8. VENDOR	s				•
List all vendo	rs of the Eve	nt: N/A			
·					
9. ADVERTI	SING		_		
		d to the Public?	Yes	No	
If yes, by wha	t means?:	Radio	TV	Other	Elyers + County resources
TO BE PROV	IDED BY F	DO (After evalu	antion of the	Applicati	on):
1. FEES A	ND ADDITI	ONAL CHARG	ES		
	License	Fees	. \$	N/A	
	Custedi	al Fees	\$ _		
	Service	Costs	\$ _		
	Other C	osts	\$ _		
2. Special (	Conditions of	fUse: <u>See at</u>	tached Evhil	nit A., I	
agree on behalf	w, I certify t of the Licens	hat I have the a see to comply wi	uthority to re ith the terms	epresent an of this Ap	d obligate the Licensee and I
A Prou		& grace		<del></del>	Date: 4/15/25
-Signature of Au	thorized Rep	resentative			,
1 FALL	ک لم ۱	ZMANI	- 0 1		
Printed Name an					
APPROVED B	<sub>y:</sub> Isam	i Ayal	jally signed by fsami Aysis Sc≃org, DC=pbegov, CU: Mg OU=Users, Ch≃isami. Jijgyliszo@obc.gov	-Collazo «Entorpries, OU≐ Ayela-Collezo, E∘	
	Co	llazo 🐫	666/1 em approving this di literi: 2025.05.22 18:34:18:04 t PDF Editor Version: 12.1	0 00, xonuseut	Date: June 22, 2025
Director, Faciliti	es Developm	ent & Operation	s Departme		Date:
OTHER DEPAR	·	•	•		
CHEK DEPAR	OWIENTAL	ISEVIEW (II'N)	ecessary):		A 4129125
Signature of	Director of	Department	<u> </u>	Date:	X Mig.
DiRiginite Of 1	Duector of	rebaranent			

#### 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 Chair Pilates, Fall Prevention, and Arthritis 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 \$7.00 for the classroom activity, which will cover the costs of insurance and travel.
- 5. Estimated number of participants including staff/volunteers: 10 20.
- 6. Licensee will provide classes every Thursday (excluding legal holidays), beginning upon approval and execution of this License Agreement and continuing through the date specified in the application.
- 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 a 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

	(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.  LENA MATMANITAN
	(signature of officer or representative) (printed name and title of officer or representative)
	State of Florida, County of Palm Beach  Sworn to and subscribed before me by means of Dahysical presence or online notarization this, of day of June 2025, by Lena Mazmanian.  Personally known OR produced identification S.
	Type of identification produced Pl Dives Liense.
-	NOTARY PUBLIC My Commission Expires: 06/29/2027 State of Florida at large  DANIELLA RAMOS  Notary Public - State of Fiorida Commission # H4 416767 My Comm. Expires Jun 25, 2027

(Notary Seal)