

3H-7

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

Meeting Date: April 21, 2026 **Consent** **Regular**
 Ordinance **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Amended and Restated Vending Service License Agreement (Amended and Restated Agreement) with the State of Florida Department of Education, Division of Blind Services (Blind Services) to provide vending services at 20 County-owned locations commencing upon approval for a term of one (1) year with automatic one (1) year renewals.

Summary: On June 2, 2020, the County and Blind Services entered into the Vending Service License Agreement (R2020-5080) for the provision of vending services at various County-owned facilities. Additionally, Blind Services operates a food service concession in the Palm Beach County Judicial Center (Judicial Center) located at 205 North Dixie Highway in West Palm Beach under the Judicial Center Lease Agreement (R2014-1751), which was approved by the Board of County Commissioners (BCC) on November 18, 2014, and was amended by the First Amendment (R2023-1014) on July 11, 2023 (the Judicial Center Lease Agreement as amended by the First Amendment is referred to collectively as the Judicial Center Lease). Blind Services now wishes to modify its services at the Judicial Center from a café-style to hybrid micro-market vending services. In order to streamline administration of these vending services, this Amended and Restated Agreement will terminate the existing Vending Service License Agreement and the Judicial Center Lease and combine both agreements into one (1) agreement for the provision of vending services at the following 20 County-owned facilities:

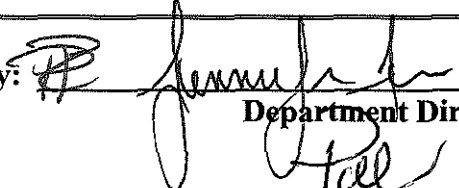

Four Points Centre Complex	Philip D. Lewis Center
North County Courthouse	North County Senior Center
South County Courthouse	Mid County Senior Center
Mayme Frederick Building	Community Services
Glades Office Complex	
CROC Administration Building	CROC Operations & Maintenance Building
SROC Operations and Maintenance Building	Customer Service Complex
Southern Region Wastewater Treatment Plant	Water Treatment Plant #9
Vista Center (Main Building)	Vista Center (Engineering & Public Works Building)
Vista Center (Fleet Building)	Vista Center (Facilities Development & Operations Building)
Judicial Center	

The initial term of the Amended and Restated Agreement is one (1) year with automatic one (1) year renewals for an annual license fee of ten dollars (\$10.00). In addition to the annual license fee, Blind Services shall pay to the County a monthly percentage fee of 3.5% of the monthly gross revenue from sales at the Judicial Center. The County's Property and Real Estate Management Division (PREM) will have administrative responsibility for this Agreement. **(Property & Real Estate Management) Countywide (HJF)**

Background and Justification: PPM CW-O-032 and PPM CW-F-039 provide that agreements for vending machines in County owned/leased buildings/property may be recommended for award to Blind Services without a competitive procurement process. Pursuant to these PPMs, staff did not issue a RFP but negotiated directly with Blind Services. **(Continued on page 3)**

Attachments:

1. Location Map (20)
2. Amended and Restated Vending Service License Agreement

Recommended By:  **Department Director** **Date:** April 2, 2026
Approved By:  **Deputy County Administrator** **Date:** 4/9/26

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(\$10.00)</u> <small>plus % of monthly gross sales)</small>	<u>(\$10.00)</u> <small>plus % of monthly gross sales)</small>	<u>(\$10.00)</u> <small>plus % of monthly gross sales)</small>	<u>(\$10.00)</u> <small>plus % of monthly gross sales)</small>	<u>(\$10.00)</u> <small>plus % of monthly gross sales)</small>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$10.00)</u>	<u>(\$10.00)</u>	<u>(\$10.00)</u>	<u>(\$10.00)</u>	<u>(\$10.00)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund 0001 Dept 800 Unit 8001 Revenue Source 6201
 Program _____

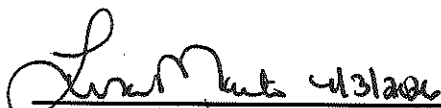
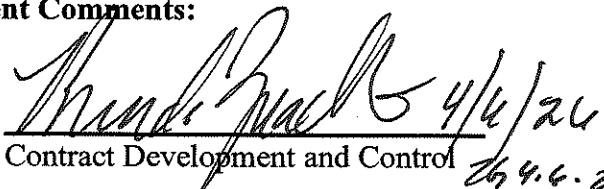
B. Recommended Sources of Funds/Summary of Fiscal Impact: An annual license fee of \$10 for the initial one (1) year term and for all automatic annual renewal terms. Additional rental revenue will be based on 3.5% of monthly gross sales from the Judicial Center.

Fixed Asset Number: N/A


C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><u></u> OFMB PC 4/3 MFC 4/3</p>	<p><u></u> Contract Development and Control 4/6/26 26 4.6.26</p>
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B. Legal Sufficiency:

 4/7/26
 Chief Assistant County Attorney

C. Other Department Review:

 Department Director

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

(Continued from Page 1)

Background and Policy Issues: Blind Services operates a café in the Judicial Center providing hot prepared food items for sale to employees and visitors of the Judicial Center pursuant to the Judicial Center Lease. Blind Services pays to the County a monthly percentage fee of 3.5% of the monthly gross revenue from the Judicial Center. Blind Services now wishes to modify its services at the Judicial Center from a café-style to hybrid micro-market vending services, whereby vending machines will provide prepared hot and cold food, beverages and various sundry items for purchase by staff and visitors to the Judicial Center. In order to streamline administration of these vending services, this Amended and Restated Agreement will terminate the existing Vending Service License Agreement and the Judicial Center Lease and combine both agreements into one (1) agreement for the provision of vending services at the aforementioned County-owned facilities.

The initial term of the Amended and Restated Agreement will be for one (1) year, with automatic one (1) year annual renewals, unless terminated by either party upon 120 days' notice. In addition to a ten dollar (\$10.00) annual license fee, Blind Services shall pay a monthly percentage fee of 3.5% of the monthly gross revenue from sales at the Judicial Center. Blind Services shall provide a selection of healthy snacks and drinks equal to 50% of the total of its product line in accordance with Palm Beach County Health Department protocols and shall not add, remove, or relocate any vending equipment without the approval of the County. Blind Services is responsible for providing maintenance and security for their vending machines. The County will provide electric utility service to the vending equipment, at no cost to Blind Services.

Section 286.23, Florida Statutes, does not require that a Disclosure of Beneficial Interest be obtained when the County leases property to another government agency.

LOCATION MAP



PCN(s):
00-42-44-01-00-000-1270

District:
3

Acres:
6.54

Site Ownership:
PALM BEACH COUNTY

Address:
50 S MILITARY TRL
WEST PALM BEACH 33415

Zoning:
PO

As of 11/7/2025



**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

This map is provided for informational purposes only and is not intended to be used for description, conveyance, or authoritative definition of legal boundary. The Property and Real Estate Management Division does not accept responsibility for damages experienced as a result of using, modifying, contributing or distributing the enclosed material.

Attachment 1

LOCATION MAP



PCN(s):
74-43-43-04-15-000-0094

District:
7

Acres:
3.97

Site Ownership:
PALM BEACH COUNTY
TERMINATION TR

Address:
1000 45TH ST
WEST PALM BEACH 33407

Zoning:
OC

As of 1/28/2026



**FACILITIES DEVELOPMENT
& OPERATIONS**
PALM BEACH COUNTY, FL

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Attachment 1

LOCATION MAP



PCN(s):
52-43-42-06-24-000-0010

District:
1

Acres:
9.77

Site Ownership:
PALM BEACH COUNTY

Address:
3188 PGA BLVD
PALM BEACH GARDENS 33410

Zoning:
PCD

As of 11/7/2025



**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

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Attachment 1

LOCATION MAP



PCN(s):
00-42-42-14-00-000-5100

District:
1

Acres:
5.06

Site Ownership:
PALM BEACH COUNTY

Address:
5217 NORTHLAKE BLVD
PALM BEACH GARDENS 33418

Zoning:
PO

As of 1/28/2026



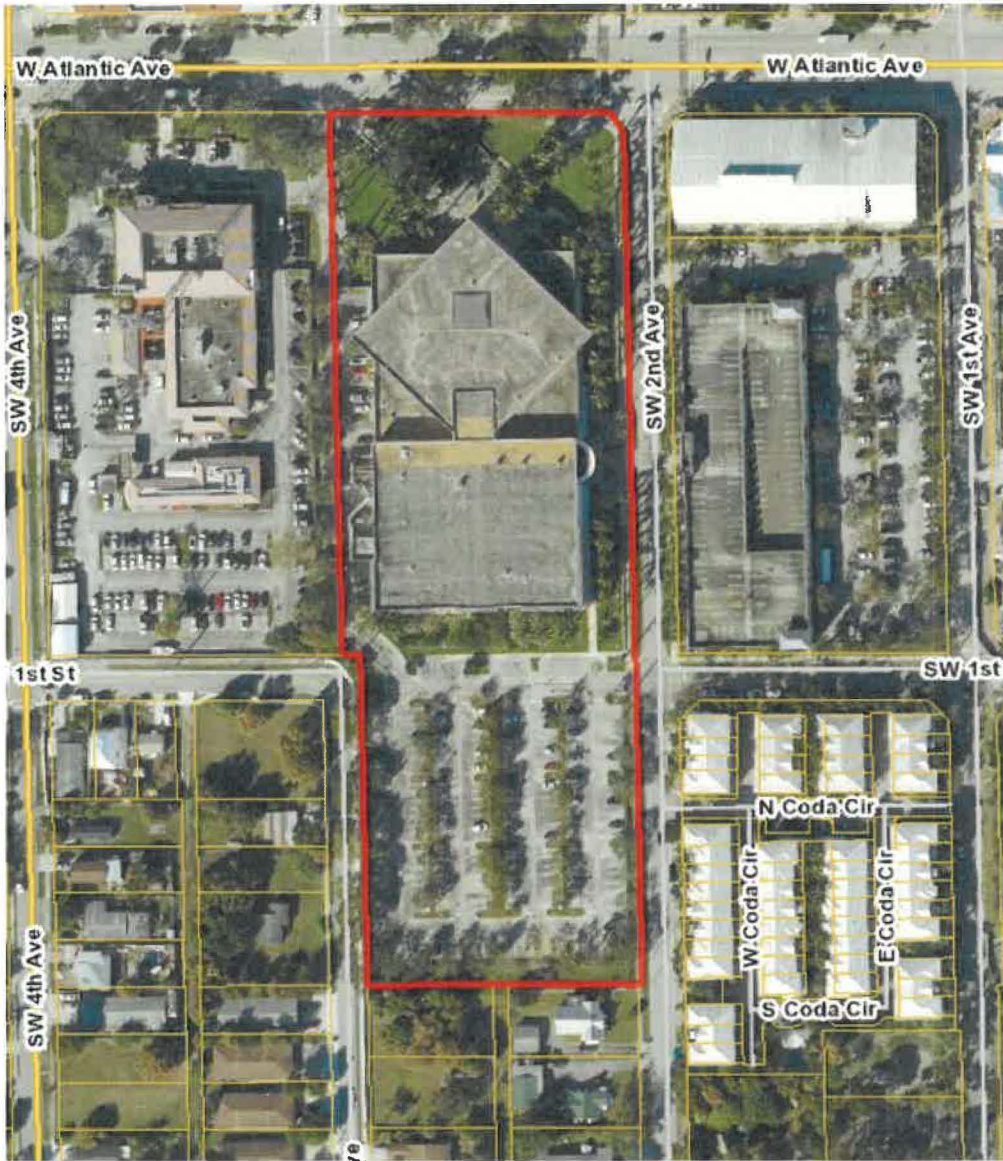
**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

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Attachment 1

LOCATION MAP



PCN(s):
12-43-46-17-47-000-0000

District:
7

Acres:
6.46

Site Ownership:
PALM BEACH COUNTY

Address:
200 W ATLANTIC AVE
DELRAY BEACH 33444

Zoning:
CF

As of 11/7/2025

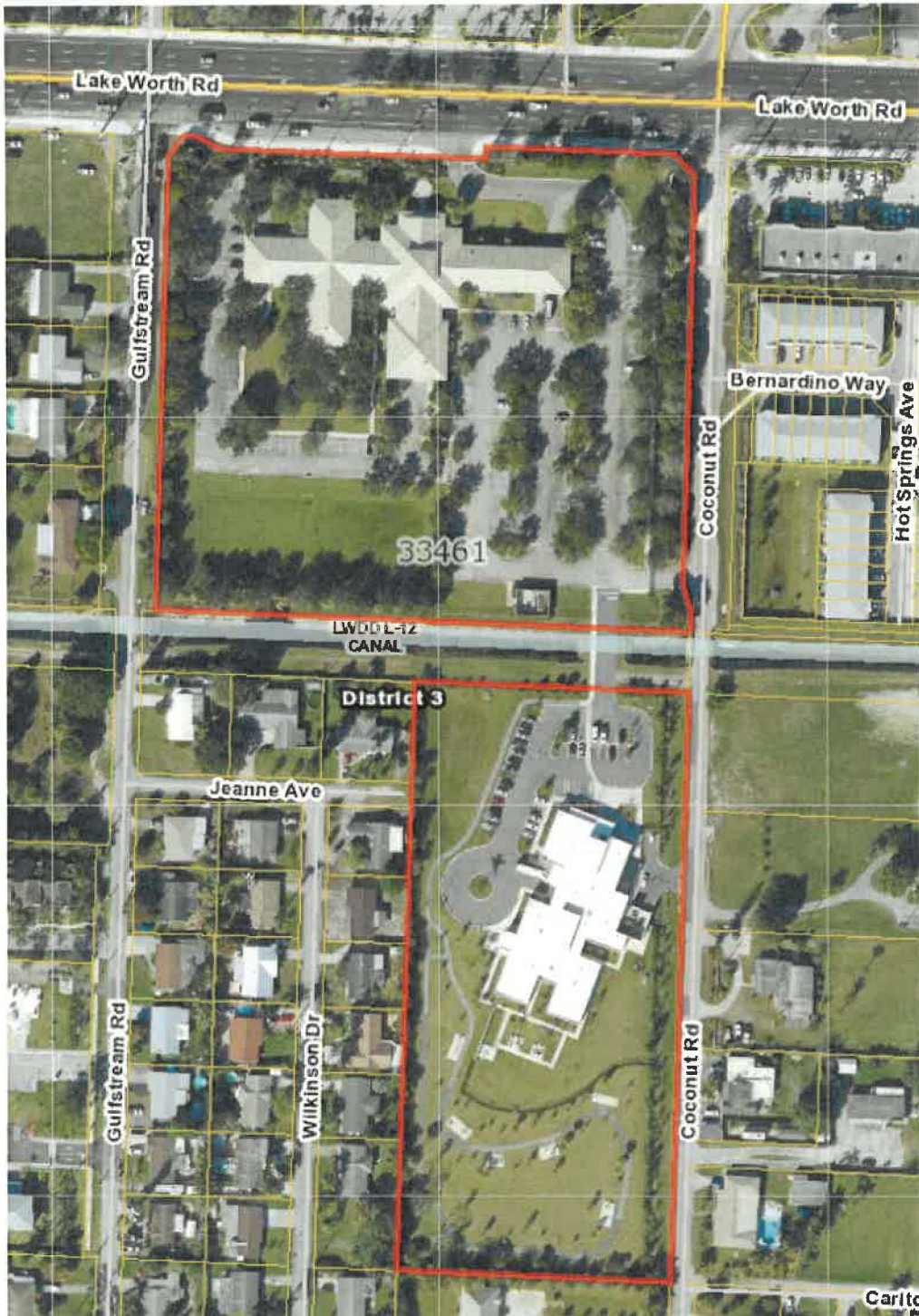


**FACILITIES DEVELOPMENT
& OPERATIONS**
PALM BEACH COUNTY, FL

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Attachment 1

LOCATION MAP



PCN(s):
00-43-44-30-01-011-0010

District:
3

Acres:
12.47

Site Ownership:
PALM BEACH COUNTY

Address:
3680 LAKE WORTH RD
LAKE WORTH 33461

Zoning:
PO

As of 1/28/2026



**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

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Attachment 1

LOCATION MAP



PCN(s):
56-43-42-32-00-000-7070

District:
7

Acres:
4.34

Site Ownership:
PALM BEACH COUNTY

Address:
1440 DR MARTIN LUTHER KING
RIVIERA BEACH 33404

Zoning:
CF

As of 11/7/2025



**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

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Attachment 1

LOCATION MAP



PCN(s):
74-43-43-21-01-035-0041 &
74-43-43-21-01-042-0010

District:
2

Acres:
1.88 (portion)

Site Ownership:
PALM BEACH COUNTY

Address:
810 DATURA ST
WEST PALM BEACH 33401

Zoning:
TOD-10

As of 1/28/2026



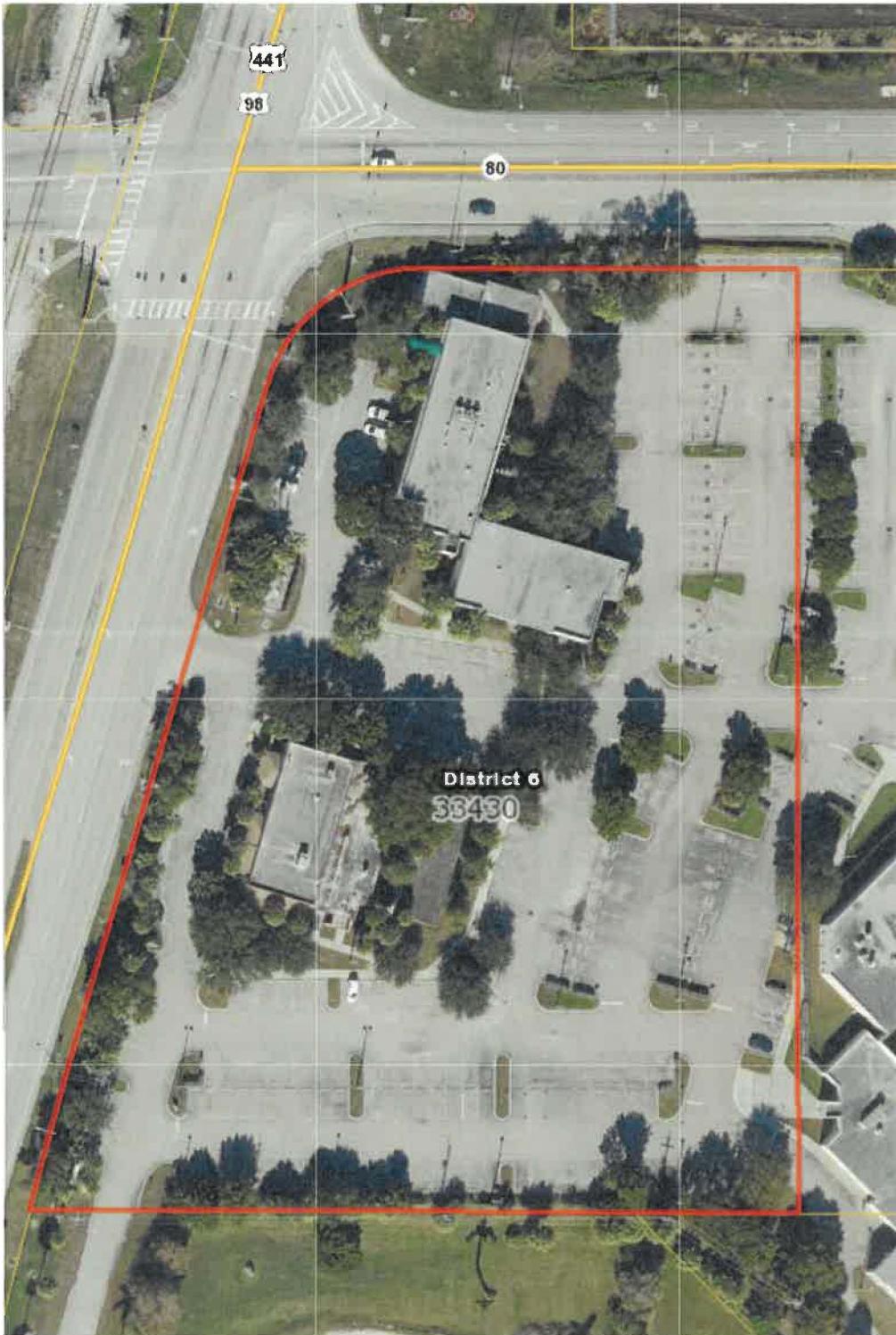
**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

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Attachment 1

LOCATION MAP



PCN(s):
00-37-43-20-00-000-3010

District:
6

Acres:
5.13

Site Ownership:
PALM BEACH COUNTY

Address:
2976 STATE ROAD 15
BELLE GLADE 33430

Zoning:
PO

As of 1/28/2026



**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

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Attachment 1

LOCATION MAP



PCN(s):
00-42-43-27-05-015-0490

District:
3

Acres:
769.86

Site Ownership:
PALM BEACH COUNTY

Address:
7500 FOREST HILL BLVD
WEST PALM BEACH 33413

Zoning:
PO

As of 11/7/2025



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Attachment 1

LOCATION MAP



PCN(s):
00-42-46-10-00-000-1020

District:
5

Acres:
31.96

Site Ownership:
PALM BEACH COUNTY

Address:
13026 S JOG RD
DELRAY BEACH 33484

Zoning:
PO

As of 1/28/2026



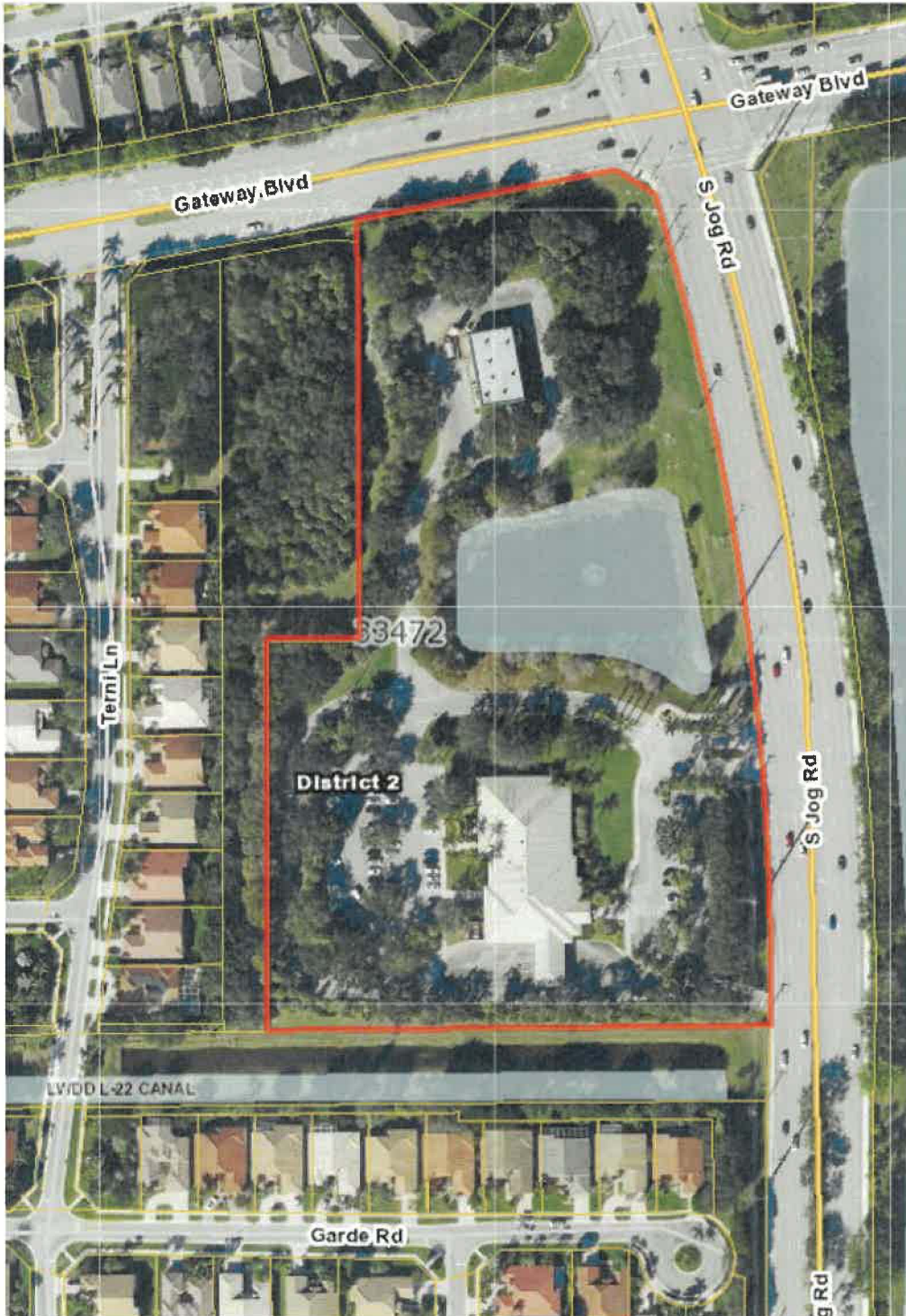
**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

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Attachment 1

LOCATION MAP



PCN(s):
00-42-45-15-01-001-0010

District:
2

Acres:
10.23

Site Ownership:
PALM BEACH COUNTY

Address:
9045 S JOG RD
BOYNTON BEACH 33472

Zoning:
RS

As of 1/28/2026



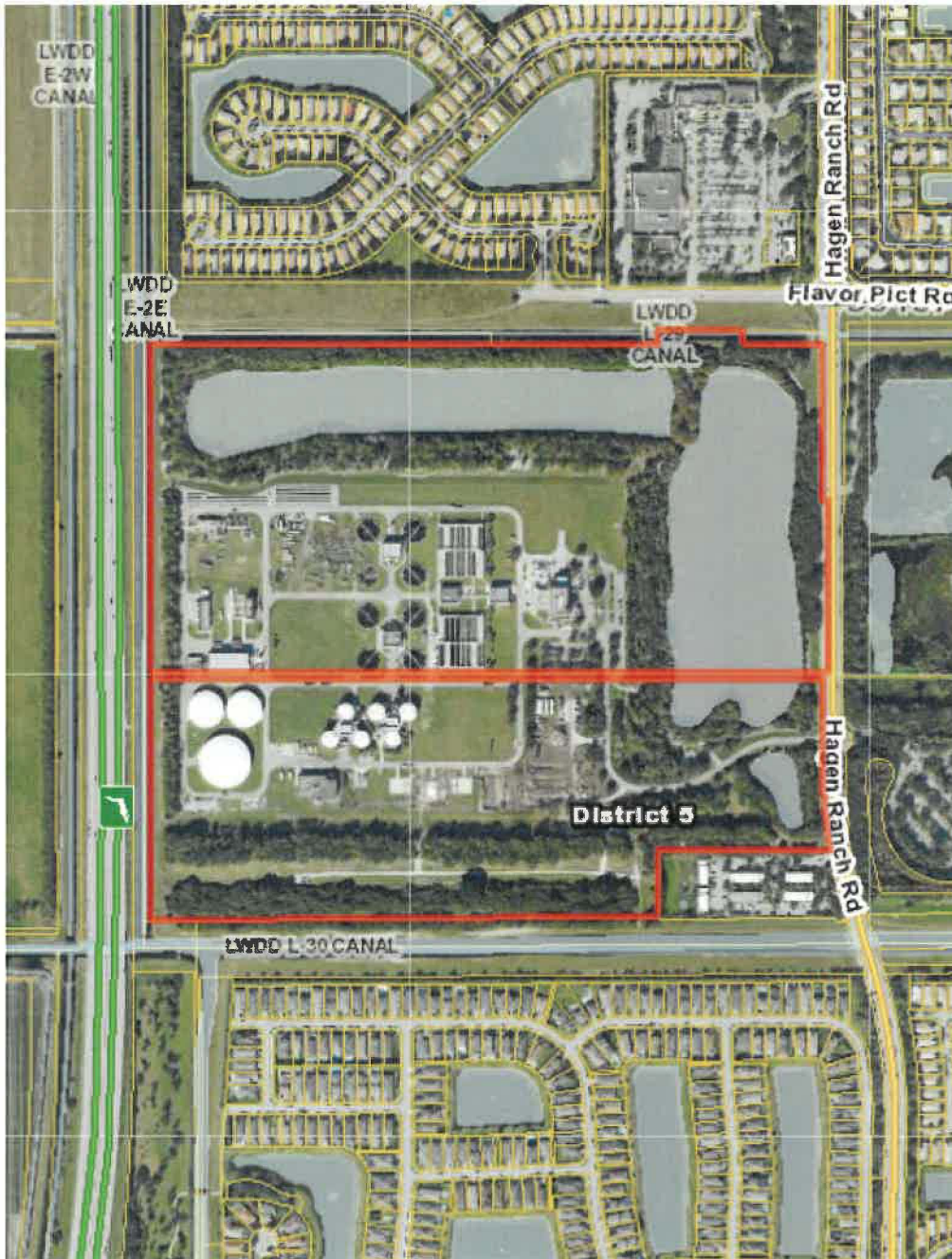
**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

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Attachment 1

LOCATION MAP



PCN(s):
00-42-43-27-05-064-0730

District:
5

Acres:
128.55

Site Ownership:
PALM BEACH COUNTY

Address:
12751 HAGEN RANCH RD
BOYNTON BEACH 33437

Zoning:
PO

As of 1/28/2026



**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

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Attachment 1

LOCATION MAP



PCN(s):
00-42-43-27-05-081-0380

District:
5

Acres:
13.14

Site Ownership:
PALM BEACH COUNTY

Address:
22530 SW 65TH AVE
BOCA RATON 33428

Zoning:
PO

As of 1/28/2026



**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

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Attachment 1

LOCATION MAP



PCN(s):
00-42-43-22-16-022-0000

District:
7

Acres:
12.11

Site Ownership:
PALM BEACH COUNTY

Address:
2300 N JOG RD
WEST PALM BEACH 33411

Zoning:
PIPD

As of 1/28/2026



**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

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Attachment 1

LOCATION MAP



PCN(s):
00-42-43-15-13-002-0000

District:
7

Acres:
46.24

Site Ownership:
PALM BEACH COUNTY

Address:
2633 VISTA PKWY
WEST PALM BEACH 33411

Zoning:
PIPD

As of 2/04/2026



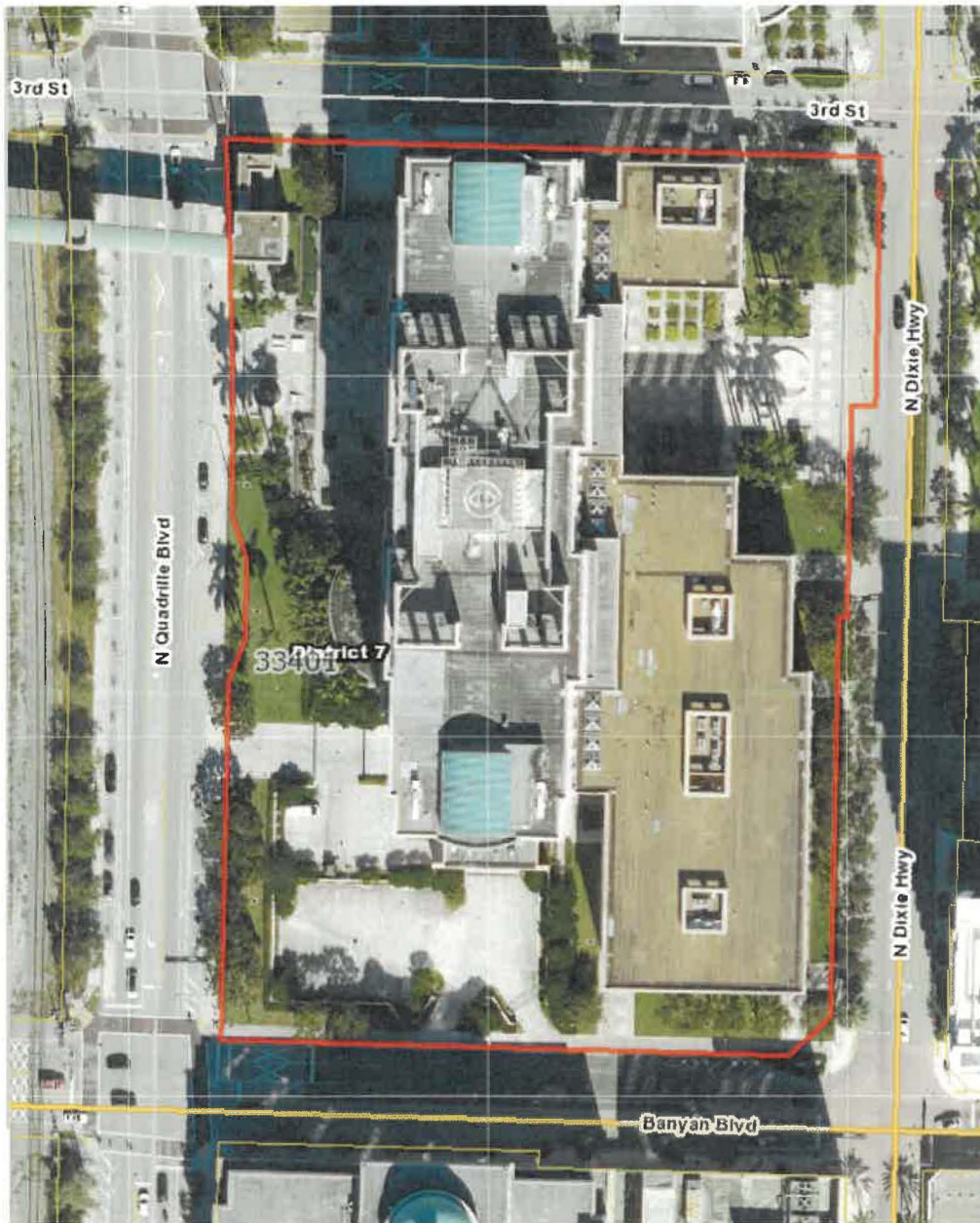
**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

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Attachment 1

LOCATION MAP



PCN(s):
74-43-43-21-01-052-0010

District:
7

Acres:
4.94

Site Ownership:
PALM BEACH COUNTY

Address:
205 N DIXIE HWY
WEST PALM BEACH 33401

Zoning:
DPD

As of 1/28/2026



**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

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Attachment 1

Attachment #2

Amended and Restated Vending Service License Agreement

PALM BEACH COUNTY
AMENDED AND RESTATED VENDING SERVICE LICENSE AGREEMENT

Between

PALM BEACH COUNTY

(COUNTY)

And

FLORIDA STATE

DEPARTMENT OF EDUCATION

DIVISION OF BLIND SERVICES

(DIVISION)

AMENDED AND RESTATED VENDING SERVICE LICENSE AGREEMENT

THIS AMENDED AND RESTATED VENDING SERVICE LICENSE AGREEMENT, (“Agreement”) made and entered into _____, by and between **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (“COUNTY”) and the **DEPARTMENT OF EDUCATION, DIVISION OF BLIND SERVICES**, an agency of the State of Florida, (“DIVISION”) (“COUNTY” and “DIVISION” collectively referred to as the “Parties” and individually as a “Party”).

WITNESSETH:

WHEREAS, COUNTY is the owner of various real properties where DIVISION desires to locate vending equipment; and

WHEREAS, COUNTY is willing to allow the location and operation of vending equipment on such property by DIVISION according to the terms and conditions set forth herein; and

WHEREAS, COUNTY and DIVISION entered into that certain Vending Service Agreement (R2020-0580), dated June 2, 2020, (“Vending Agreement”), for the provision of vending machine services at various County-owned facilities; and

WHEREAS, the Parties wish to add hybrid micro-marketing vending services at certain County-owned facilities; and

WHEREAS, COUNTY and DIVISION agree to terminate the Vending Agreement effective upon the Effective Date of this Amended and Restated Vending Services Agreement.

NOW THEREFORE, in consideration of the payments, covenants, and agreements hereinafter reserved, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I BASIC AGREEMENT PROVISIONS

Section 1.01 Services

In consideration of the payments, covenants, and agreements hereafter reserved and contained on the part of DIVISION to be observed and performed, COUNTY hereby grants Division a license to install vending equipment at the locations listed on **Exhibit “A”** and **Exhibit “B”**, attached hereto and incorporated herein (the “Premises”). DIVISION shall provide vending machine services which consist of providing and maintaining vending equipment on COUNTY property that sells non-alcoholic beverages and food products. DIVISION will delegate many of its obligations hereunder to a licensed blind vendor (“Concessionaire”) in accordance the Rule 6A-18, Florida Administrative Code, and Section 413.051, Florida Statutes. Notwithstanding the foregoing, such delegation shall not relieve DIVISION of any of its obligations under this Agreement in the event Concessionaire fails to perform such obligations, and COUNTY shall be

entitled to seek performance of such obligations from DIVISION and shall be under no obligation to seek to enforce this Agreement against Concessionaire.

Section 1.02 Length of Term and Commencement Date

The Term of this Agreement shall commence upon the Effective Date, as hereinafter defined, (the "Commencement Date") and shall extend for a period of one (1) year (the "Initial Term"), unless sooner terminated pursuant to the provisions of this Agreement.

Section 1.03 Option to Renew

The Term of this Agreement shall be automatically renewed for successive one (1) year periods, each under the same terms and conditions of this Agreement and commencing upon the expiration of the Initial Term of this Agreement or any renewal thereof, unless either Party hereto provides the other with written notice of its intent not to renew this Agreement at least 120 days prior to the expiration of the then current Term of this Agreement.

Section 1.04 Customer Service

DIVISION is responsible for all problems associated with the vending equipment which result in a complaint from a consumer, including providing refunds for malfunctions or on merchandise past its sale date.

DIVISION shall provide DIVISION's vendor contact information on the vending equipment advising users how to contact DIVISION's vendor regarding requests for refunds, or problems with the vending equipment or merchandise past its sale date.

**ARTICLE II
LICENSE FEE**

Section 2.01 License Fee

For the vending equipment at the location(s) listed on **Exhibit "A"** of this Agreement, DIVISION shall pay COUNTY an annual License Fee of Ten Dollars (\$10.00), payable without notice on the Commencement Date and each subsequent anniversary thereof.

Section 2.02 Percentage Fee

For the vending equipment at the location(s) listed on **Exhibit "B"** of this Agreement, DIVISION shall pay COUNTY a monthly percentage fee ("Percentage Fee") equal to three and one-half percent (3.5%) of the monthly Gross Revenue for the preceding month ("Reporting Month"), payable on the first day of the month following the Reporting Month. With each Percentage Fee, DIVISION shall provide COUNTY a completed Monthly Report of DIVISION's Gross Revenue utilizing the form attached hereto and made a part hereof as **Exhibit "D"** certifying the Gross Revenue for the preceding month.

Gross Revenue for the purpose of this Agreement shall be defined as all sales of food, beverages and sundry items generated as a result of DIVISION's operations at or associated with the location(s) listed on Exhibit "B." Gross Revenue shall not include:

1. Sales tax collections;
2. Gratuities;

3. Funds collected for food consumed by the Concessionaire's employees; or
4. Funds that were collected but have been refunded to the customer.

Section 2.03 Payment

All payments due under Sections 2.01 and 2.02 of this Agreement shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402.

Section 2.04 Sales and Use Taxes, Assessments, and Personal Property Taxes

DIVISION shall pay all sales and use taxes assessed by any governmental authority against the Percentage Fees, if any, even if such tax is intended to be imposed against County. DIVISION shall pay before delinquency all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against DIVISION's personal property located on COUNTY's property.

Section 2.05 Unpaid Fees, Holdover

In the event DIVISION fails to make timely payment of any fees, charges, and payments due and payable in accordance with the terms of this Agreement within ten (10) days after same shall become due and payable, interest at the rate established from time to time by the Palm Beach County Board of County Commissioners shall accrue against the delinquent payment(s) from the date due until the date payment is received by COUNTY. Such interest shall constitute Additional Payments. Notwithstanding the foregoing, COUNTY shall not be prevented from terminating this Agreement for default in the payment of fees, charges, and payments due to County pursuant to this Agreement or from enforcing any other provisions contained herein or implied by law. In the event DIVISION shall holdover, refuse or fail to remove the vending equipment at the expiration or termination of this Agreement, DIVISION shall be strictly liable to pay to COUNTY double Percentage Fees during the entire period of such holdover. In addition to the Percentage Fees, DIVISION shall pay all other charges or costs imposed upon DIVISION by this Agreement, and all sales taxes assessed against such increased Percentage Fees. Such tenancy shall be subject to all the other conditions, provisions and obligations of this Agreement.

Section 2.06 Accord and Satisfaction

In the event DIVISION pays any amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. COUNTY may accept any check or payment without prejudice to COUNTY's right to recover the balance due or to pursue any other remedy available to COUNTY pursuant to this Agreement or under the law.

**ARTICLE III
CONDUCT OF BUSINESS AND SERVICES OF CONCESSIONAIRE**

Section 3.01 Vending Equipment

DIVISION shall provide vending equipment at the location(s) listed on **Exhibit "A"** and **Exhibit "B"** of this Agreement. DIVISION shall provide active manufacturer vending equipment

only. DIVISION shall provide vending equipment which is in excellent physical and mechanical condition, aesthetically pleasing and clean, and equipped with both dollar and coin changers.

DIVISION shall not add any vending equipment to a location(s) on **Exhibit "A"** and **Exhibit "B"** or locate any vending equipment at a new COUNTY location without COUNTY's approval.

DIVISION shall not remove vending equipment subject to this Agreement from COUNTY property without the approval of COUNTY.

COUNTY shall evaluate each request from DIVISION to remove equipment and permission shall not be unreasonably withheld. Isolated cases of vandalism or a downturn in sales on a seasonal basis shall not be considered valid reasons for the removal of vending equipment, but a sustained inability to generate a profit shall be considered a valid reason to remove or change the location of vending equipment.

Section 3.02 Vending Products

For the location(s) listed on **Exhibit "A"**, DIVISION shall provide for sale a variety of items as are typically found in vending machines, including, but not limited to, soft drinks, water, juices, chips, candy bars, crackers, pastries, and gum. For the location(s) listed on **Exhibit "B"**, DIVISION shall provide items as typically found in micro-market vending machines, including but not limited to, freshly prepared and prepackaged food (salads and sandwiches), coffee, soft drinks, water, juices, chips, candy bars, crackers, pastries, and gum. DIVISION agrees to provide a selection of healthy snacks and drinks equal to fifty percent (50%) of the total of its product line in accordance with Palm Beach County Health Department Protocols which can be found on its website at: <https://palmbeach.floridahealth.gov/programs-and-services/clinical-and-nutrition-services/nutrition/documents/vending-protocols.pdf>.

DIVISION shall charge prices for merchandise that does not exceed retail prices and shall provide COUNTY with a list of its prices charged for food, beverages, and other items upon request.

Section 3.03 Vending Services

DIVISION shall monitor and maintain the product inventory of all vending equipment. DIVISION shall keep the vending equipment supplied with fresh merchandise, with unexpired dates of sale, at all times. DIVISION shall remove all expired merchandise no later than the printed expiration date if not sold. Sale of stale or expired merchandise shall be considered default of this Agreement. If DIVISION repeatedly allows one or more pieces of vending equipment to be out of inventory, COUNTY may terminate this Agreement with ten (10) days written notice to DIVISION.

DIVISION shall collect all revenue from each piece of vending equipment on a regular basis which is defined as at least once every ten (10) calendar days. DIVISION shall ensure that all of its employees have been provided with the safety standards for the vending equipment and are trained to operate the vending equipment in a safe manner. DIVISION shall provide instructions on the vending equipment advising users how to operate the vending equipment safely and properly.

DIVISION shall equip all vending equipment located outdoors with vandal-proof enclosures or cages. The enclosure or cage, however, is subject to COUNTY approval prior to installation.

Section 3.04 Operation of Business

DIVISION shall operate its business during the Term of this Agreement and any extension thereof with due diligence and efficiency and in a manner prudent and in accord with generally accepted business techniques within the locale of DIVISION's business.

DIVISION shall obtain and maintain all licenses and permits necessary to operate the vending equipment at DIVISION's own expense. DIVISION shall conduct operations in such a manner as to meet all applicable health standards and codes and shall maintain the vending equipment in a clean and sanitary condition. DIVISION shall remove all packing materials, commercial garbage and debris generated by DIVISION from COUNTY's property. Under no circumstances shall DIVISION dispose of any debris, refuse or garbage in COUNTY provided trash receptacles.

DIVISION and DIVISION's staff, when on COUNTY property, shall wear attire which, in the sole determination of COUNTY, is appropriate, and conduct themselves in a professional manner at all times.

Section 3.05 Records and Reports

DIVISION shall maintain, during the term of this Agreement, all books of accounts, reports, and records customarily used in this type of operation and necessary to document its activities pursuant to this Agreement and all monies collected hereunder in accordance with generally accepted accounting principles. All such books of account and records shall be retained and available for inspection. During this Agreement, and for up to three years after its expiration, County shall have the right to audit and examine all such records and books of account relating to Division's operation hereunder, including revenue and expense reports, Florida state sales tax returns, and federal payroll tax returns, during normal working hours.

The Parties agree that records associated with this Agreement are subject to the requirements of Chapter 119, Florida Statutes, to the extent they are not determined to be confidential or exempt from disclosure. The Parties hereby agree to (a) keep and maintain public records required to perform the services included in this Agreement; (b) upon request from the other Party's custodian of public records, provide the other Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if a Party does not transfer the records to the other Party.

IF DIVISION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DIVISION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 355-6681.

Section 3.06 Waste or Nuisance

DIVISION shall not commit or suffer to be committed any waste upon COUNTY property, or commit any nuisance or other act or thing which may disturb the quiet enjoyment of visitors of COUNTY property, or other act or thing which may result in damage or depreciation of value of COUNTY property or which may affect COUNTY's interest in COUNTY property. DIVISION shall keep the access to COUNTY property, the parking areas, driveways and other contiguous areas to COUNTY property free and clear of obstruction.

Section 3.07 Governmental Regulations

DIVISION shall, at DIVISION'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 DIVISION 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 DIVISION's use of the Premises.

Section 3.08 Non-Discrimination

COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. DIVISION warrants and represents that throughout the term of this Agreement, including any renewals thereof, if applicable, DIVISION shall comply with all laws prohibiting discrimination and shall treat all individuals equally.

DIVISION shall comply with all applicable nondiscrimination regulations according to federal laws. In accordance with Section 1.01 of this Agreement, DIVISION will delegate many of its obligations hereunder to a blind licensee. DIVISION will ensure that the delegated licensee is aware of licensees' obligations to treat all individuals equally, consistent with applicable provisions of Palm Beach County's Nondiscrimination Policy, that are required by and consistent with federal laws. Licensee shall not discriminate in the solicitations, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Licensee retaliate against any person for reporting instances of such discrimination. Licensee shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in County's relevant marketplace. DIVISION understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement, disqualification or debarment of the company from participating in Palm Beach County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Failure to meet this requirement shall be considered default of this Agreement. DIVISION warrants that in the event the facilities operated upon the property are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the property is located.

Section 3.09 Removal of Equipment

Upon termination or expiration of this Agreement, DIVISION, at its sole cost and expense, shall remove DIVISION's personal property and equipment from COUNTY property.

Section 3.10 Hazardous Substance

DIVISION shall not use, maintain, store, or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals, or other agents used or produced in DIVISION's service, on COUNTY property, or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, DIVISION shall not cause or permit the disposal of Hazardous Materials upon COUNTY property or upon adjacent lands and shall operate on COUNTY property in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any disposal of a Hazardous Material, whether by DIVISION or any third party, shall be reported to COUNTY immediately upon DIVISION's becoming aware of such disposal. DIVISION shall be solely responsible for the entire cost of remediation and clean-up of any Hazardous Materials disposed of or discovered upon COUNTY property, or emanating there from onto adjacent lands, as a result of the use of COUNTY property by DIVISION, or DIVISION's agents, licensees, invitees, subcontractors, or employees.

Section 3.11 Security

DIVISION acknowledges and accepts full responsibility for the security and protection of the vending equipment and its inventory placed on or installed in or upon COUNTY property. DIVISION expressly acknowledges that any security measures deemed necessary or desirable for protection of the vending equipment shall be the sole responsibility of DIVISION at no cost to COUNTY. Notwithstanding the above, DIVISION shall immediately notify COUNTY of any losses incurred or security incidents.

DIVISION shall be solely responsible for any loss or damage to the vending machines, including merchandise, proceeds in the vending machines and loss of future proceeds, irrespective of cause.

Furthermore, COUNTY reserves the right to subject DIVISION's employees to fingerprint-based background checks to the extent permitted by law and to deny access rights to any DIVISION employee in accordance with adopted laws, policies and procedures. DIVISION shall comply with the provisions of Palm Beach County Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if DIVISION's employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R2003-1274. DIVISION acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable Florida Department of Law Enforcement/Federal Bureau of Investigation fees required for criminal history record checks, DIVISION shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Palm Beach County Ordinance 2003-030. DIVISION shall have no recourse or claim against COUNTY for denied access rights.

**ARTICLE IV
SIGNAGE**

Section 4.01 Signs

DIVISION shall not place any sign or advertising matter on COUNTY property or the DIVISION's vending equipment without first obtaining the written approval of COUNTY. DIVISION further agrees that such signs or advertising matter or other things, as may be approved, shall be maintained in good condition and repair at all times.

**ARTICLE V
REPAIRS AND MAINTENANCE OF MACHINES**

Section 5.01 Responsibility of Division

DIVISION shall maintain all vending equipment in a clean and sanitary condition. DIVISION shall maintain all vending equipment in working order at all times except due to circumstances beyond DIVISION's control, such as during periods of electrical power outages. DIVISION shall repair or replace any machine that is damaged or unsightly within three (3) business days of verbal notice from COUNTY.

DIVISION shall immediately notify COUNTY of any possible health, safety, and/or security hazards that may exist within the vending equipment location so corrective actions can be determined and implemented.

COUNTY shall not be obligated or required to make or conduct any maintenance or repairs to any vending equipment.

**ARTICLE VI
UTILITIES**

Section 6.01 Utilities

COUNTY shall provide electric utility service to the vending equipment, at no cost to DIVISION, from existing outlets. COUNTY shall also provide any improvements necessary to expand existing electrical outlet locations if such improvements are deemed necessary in the sole discretion of COUNTY. In no event shall COUNTY be liable for an interruption or failure in the supply of electric utility service to the vending equipment.

**ARTICLE VII
INSURANCE AND INDEMNITY**

Section 7.01 Indemnification

Without waiving the right to sovereign immunity as provided for in Section 768.28, Florida Statutes, DIVISION shall indemnify COUNTY from any claim, suit, judgment, debt, or damages, arising out of performance or failure to perform or negligent or wrongful acts or omissions under this Agreement of any of DIVISION's employees, servants, or agents while acting in the scope of their employment. Neither Party waives its sovereign immunity, except to the extent provided by law. Nothing in this Agreement may be construed as the consent of either Party to be sued by third parties in any matter arising out of this Agreement. This section shall survive the termination of

this Agreement.

Section 7.02 Insurance

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

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

Should DIVISION purchase excess liability coverage, DIVISION agrees to include COUNTY as an Additional Insured.

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

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

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include DIVISION and COUNTY as Additional Insureds. DIVISION shall also require that the Contractor include a Waiver of Subrogation against COUNTY.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence. In the event Contractor owns no automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the Contractor indicating either the Contractor does not own any vehicles, and if vehicles are acquired throughout the term of the Contract, Contractor agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

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

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

**ARTICLE VIII
DESTRUCTION OF EQUIPMENT**

Section 8.01 Destruction of Equipment

In the event COUNTY property containing DIVISION's vending equipment is damaged or injured by fire, the elements, unavoidable accident, or other casualty during the Term of this Agreement or any extension thereof, COUNTY shall not be liable for any damage to DIVISION's equipment or merchandise.

**ARTICLE IX
ASSIGNMENT**

Section 9.01 Assignment

DIVISION may not subcontract or assign any rights, responsibilities, or obligations of this Agreement.

**ARTICLE X
RULES AND REGULATIONS**

Section 10.01 Rules and Regulations

DIVISION, its representatives and employees shall adhere to all county and state laws and regulations relating to the use of COUNTY facilities, including the rules and regulations appended to and made a part of this Agreement as **Exhibit "C"**, and DIVISION agrees to comply with and abide by same. DIVISION's failure to keep and observe said rules and regulations may result in the suspension or termination of this Agreement. COUNTY reserves the right from time to time to amend and supplement the rules and regulations, and to impose additional rules and regulations. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to DIVISION. DIVISION agrees to comply with all additional and supplemental rules and regulations upon notice of same from COUNTY.

**ARTICLE XI
DEFAULT**

Section 11.01 Default by Division

The occurrence of any one or more events set forth below in (i) to (xii), inclusive (any of which is referred to hereinafter as an "Event of Default"), shall constitute an Event of Default by DIVISION under this Agreement:

- (i) DIVISION's failure to commence services within sixty (60) days of the Commencement Date.
- (ii) DIVISION's failure to pay any License Fee, Percentage Fee, or any other sums due hereunder as additional payments, as and when the same become due.
- (iii) DIVISION ceases to fully conduct business as specified herein for a period of five (5) consecutive business days as determined by COUNTY.
- (iv) A petition in bankruptcy under any present or future bankruptcy laws (including but not limited to reorganization proceedings) is filed by or against DIVISION and

such petition is not dismissed within thirty (30) days from the filing thereof, or in the event DIVISION is adjudged bankrupt.

- (v) An assignment for the benefit of creditors is made by DIVISION.
- (vi) An appointment, by any court, of a receiver or other court officer of DIVISION's property and such receivership is not dismissed within thirty (30) days from such appointment.
- (vii) DIVISION's estate is taken by execution, attachment or process of law or subjected to any bankruptcy proceeding.
- (viii) DIVISION removes, attempts to remove, or permits to be removed from COUNTY property, except upon written approval from COUNTY, the vending equipment of DIVISION brought thereon.
- (ix) DIVISION abandons its vending equipment before the expiration of the Term of this Agreement and without the written consent of COUNTY, or uses the same for purposes other than the purposes for which the same are hereby licensed.
- (x) An execution or other legal process is levied upon the vending equipment of DIVISION brought on COUNTY property, or upon the interest of DIVISION in this Agreement, and the same is not satisfied or dismissed within ten (10) days from such levy.
- (xi) DIVISION violates any other term, condition, or covenant herein and fails to remedy the same within ten (10) days after written notice thereof is given by COUNTY to DIVISION.
- (xii) An audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined in the Statements on Auditing Standards, as may be amended from time to time, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor thereto, is received by COUNTY.

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, COUNTY shall have the right to pursue such remedies as may be available to COUNTY under the law, including, without limitation, the right to give DIVISION notice that COUNTY intends to terminate this Agreement upon a specified date not less than three (3) days after the date notice is received by DIVISION, in which event this Agreement shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Agreement. If, however, the default is cured within the three (3) day period and COUNTY is properly notified of said cure, this Agreement will continue.

Section 11.02 Default by County

COUNTY shall not be in default unless COUNTY fails to perform obligations required of COUNTY within a reasonable time, but in no event later than thirty (30) days after written notice by DIVISION to COUNTY, specifying wherein COUNTY has failed to perform such obligations; provided, however, that if the nature of COUNTY's obligations is such that more than thirty (30) days are required for performance then COUNTY shall not be in default if COUNTY commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

**ARTICLE XII
TERMINATION**

Section 12.01 Termination

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

**ARTICLE XIII
MISCELLANEOUS**

Section 13.01 Entire Agreement

This 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 DIVISION and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Agreement shall be binding upon COUNTY or DIVISION unless reduced to writing and signed by them.

Section 13.02 Amendments

This Agreement may be modified and amended only by written instrument executed by the parties hereto.

Section 13.03 Notices

All notices, consents, approvals and elections (collectively, "Notices") to be given or delivered by or to any Party hereunder shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5:00 PM EST on a business day and on the next business day if transmitted after 5:00 PM EST or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such Party:

If to COUNTY at:

FDO Property & Real Estate Management Division
Attention: Director

2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone 561-233-0221

With copies to:

Palm Beach County Attorney Office
Attn: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225
Fax: 561-355-4398

If to DIVISION at:

Florida Department of Education, Division of Blind Services
Attn: Bureau Chief, Bureau of Business Enterprise
325 West Gaines Street, Suite 1114
Tallahassee, FL 32399
Telephone: 850-245-0300
Fax: 850-245-0364

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.

Section 13.04 Severability

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 13.05 Recording

DIVISION shall not record this 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 Agreement.

Section 13.06 Waiver of Jury Trial

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS AGREEMENT OR DIVISION'S USE AND OCCUPANCY OF THE PREMISES.

Section 13.07 Governing Law and Venue

This Agreement shall be governed by and interpreted according to the laws of the State of Florida. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other

or further exercise thereof.

Section 13.08 Time of Essence

Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

Section 13.09 Waiver, Accord and Satisfaction

No waiver of any provision of this Agreement shall be effective against any Party hereto unless it is in writing and signed by the Party(ies) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. The waiver by COUNTY of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by COUNTY to or of any act by DIVISION requiring COUNTY's consent to or approval shall not be deemed to waive or render unnecessary COUNTY's consent to or approval of any subsequent similar act by DIVISION. The receipt of payment after default or condition broken, or delay on the part of COUNTY to enforce any right hereunder, shall not be deemed a waiver of any proceeding default by DIVISION of any term, covenant or condition of this Agreement, or a waiver of the right of the COUNTY to terminate this Agreement.

Section 13.10 Construction

No Party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one Party as opposed to the other Party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 13.11 Incorporation by Reference

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

Section 13.12 Survival

Notwithstanding any early termination of this Agreement, DIVISION shall remain obligated hereunder to perform any duty, covenant, or obligation imposed upon DIVISION hereunder arising prior to the date of such termination; subject to the availability of funds.

Section 13.13 Successors

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and permitted assigns of the said parties.

Section 13.14 Public Entity Crimes

As provided in Section 287.131–33, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, DIVISION certified that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the

thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3) (a), Florida Statutes.

Section 13.15 Liens

DIVISION shall not pledge COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. DIVISION further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

Section 13.16 Independent Contractor Relationship

DIVISION is, and shall be, in the performance of all work, services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to COUNTY's sole direction, supervision and control. DIVISION shall exercise control over the means and manner in which it and its employees, agents, or vendors perform the work, and in all respects DIVISION's relationship and the relationship of its employees to COUNTY shall be that of an Independent Contractor and not as employees or agents of COUNTY. DIVISION does not have the power or authority to bind COUNTY in any promise, agreement, or representation.

Section 13.17 Paragraph Headings

The headings of the various articles and sections of this Agreement are for convenience and ease of reference only, and shall not be construed to define, limit, augment, or describe the scope, context, or intent of this Agreement.

Section 13.18 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's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the entities, its officers, agents, employees, and lobbyists in order to ensure compliance with license requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Failure to cooperate with the Inspector General or interfering with of impending any investigation shall be in violation of the Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 13.19 Division Posture

It is understood that, although DIVISION is a direct party to this Agreement for vending services, DIVISION contracts separately with one of its licensed blind vendors by means of a Licensed Operator Facility Agreement (LOFA), who is directly responsible thereunder to DIVISION for the administration of the vending services to be provided under and according to this Agreement.

Section 13.20 Radon

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from COUNTY's public health unit.

Section 13.21 No Third Party Beneficiary

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Palm Beach County or employees of COUNTY or DIVISION.

Section 13.22 Surrender of Premises

Upon termination of each use of the Premises by the DIVISION, DIVISION, 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.

Section 13.23 Interactions with County Staff

In all interactions with COUNTY Staff, DIVISION and its employees will conduct themselves in a professional manner at all times and treat COUNTY staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Agreement and may result in termination of this Agreement.

Section 13.24 Termination of Vending Agreement

As of the Effective Date of this Agreement, the Vending Service Agreement (R2020-0580), dated June 2, 2020, ("Vending Agreement") shall be deemed terminated and of no further force or effect except with respect to any terms and conditions of the Vending Agreement which are expressly provided in the Vending Agreement to survive the termination thereof.

Section 13.25 Effective Date of Agreement

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

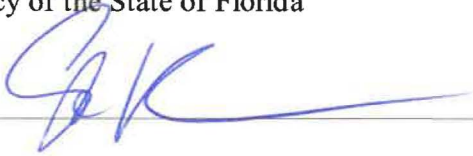
(Remainder of Page Intentionally Left Blank)

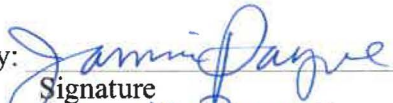
IN WITNESS WHEREOF, the Parties hereto have duly executed this Amended and Restated Vending Service License Agreement as of the day and year first above written.

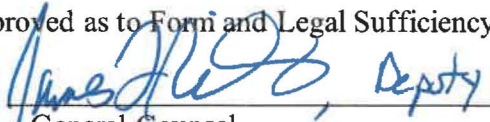
WITNESSES

**DEPARTMENT OF EDUCATION,
DIVISION OF BLIND SERVICES**, an
agency of the State of Florida

By: 
Signature
Sheileen Smith
Print Name

By: 
Title: Chief of Staff 10/3/2025

By: 
Signature
Jamie Payne
Print Name

Approved as to Form and Legal Sufficiency
By: , Deputy
General Counsel

SIGNATURE PAGE to AMENDED AND RESTATED VENDING SERVICE LICENSE AGREEMENT between PALM BEACH COUNTY and FLORIDA STATE DEPARTMENT OF EDUCATION, DIVISION OF BLIND SERVICES

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

By: _____
Deputy Clerk

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

By: _____
Maria G. Marino, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS


By:  _____
Director, Facilities Development
& Operations

EXHIBIT "A"

**PALM BEACH COUNTY
LOCATIONS FOR VENDING SERVICES**

1.	Four Points Centre Complex, 50 South Military Trail, West Palm Beach (00-42-44-01-00-000-1270)
2.	Philip D. Lewis Center, 1000 45 th Street, West Palm Beach (74-43-43-04-15-000-0094)
3.	PBC North County Courthouse, 3188 PGA Blvd, Palm Beach Gardens (52-43-42-06-24-000-0010)
4.	Senior Center, 5217 Northlake Blvd, Palm Beach Gardens (00-42-42-14-00-000-5100)
5.	PBC South County Courthouse, 200 West Atlantic Ave, Delray Beach (12-43-46-17-47-000-0000)
6.	Mid County Senior Center, 3680 Lake Worth Road, Lake Worth (00-43-44-30-01-011-0010)
7.	Mayme Frederick Building, 1440 Martin Luther King Jr. Blvd, Riviera Beach (56-43-42-32-00-000-7070)
8.	PBC Community Services, 810 Datura Street, West Palm Beach (74-43-43-21-01-035-0041)
9.	Glades Office Complex, 2916 SR 15, Belle Glade (00-37-43-20-00-000-3010)
10.	CROC Administration Building, 8100 Forest Hill Blvd., West Palm Beach (00-42-43-27-05-015-0490)
11.	CROC Operations and Maintenance Building, 8100 Forest Hill Blvd., West Palm Beach (00-42-43-27-05-015-0490)
12.	SROC Operations and Maintenance Building, 13026 S. Jog Road, Delray Beach (00-42-46-10-00-000-1020)
13.	Customer Service Complex, 9045 S. Jog Road, Boynton Beach (00-42-45-15-01-001-0010)
14.	Southern Region Waste Water Treatment Plant, 12751 Hagen Ranch Road, Boynton Beach (00-42-43-27-05-064-0730)
15.	Water Treatment Plant #9, 22530 SW 65 th Avenue, Boca Raton (00-42-43-27-05-081-0380)
16.	Vista Center (Main Building), 2300 North Jog Road, West Palm Beach (00-42-43-22-16-022-0000)
17.	Vista Center (Engineering & Public Works Building), 2555 North Jog Road, West Palm Beach (00-42-43-22-16-022-0000)
18.	Vista Center (Fleet Building), 2601 North Jog Road, West Palm Beach (00-42-43-22-16-022-0000)
19.	Vista Center (Facilities Development & Operations Building), 2633 Vista Parkway, West Palm Beach (00-42-43-15-13-002-0000)

EXHIBIT "B"

**PALM BEACH COUNTY
LOCATIONS FOR MICRO MARKETVENDING SERVICES**

1.	Palm Beach County Judicial Center, 205 N. Dixie Highway, West Palm Beach (74-43-43-21-01-052-0010)
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EXHIBIT "C"
RULES & REGULATIONS

1. DIVISION shall not make, or permit to be made, any unseemly or disturbing noises, or disturb or interfere with employees or visitors of County properties, whether by the use of any musical instrument, radio, television set, or other audio device, musical noise, whistling, singing, or in any other way.

2. There shall not be used on County property, either by DIVISION or by their agents or contractors, in the delivery of merchandise, freight or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards and such other safeguards as the County may require.

EXHIBIT "D"
MONTHLY REPORT OF GROSS REVENUE

Monthly Report of Tenant's Gross Revenue for the Preceding Month
(Due by the 1st of each month)

Palm Beach County Judicial Center
205 N. Dixie Hwy., West Palm Beach

Date: _____

Tenant Name: _____

Period Covered: From _____ To _____

A. Itemization of Monthly Gross Revenue (excluding subcontractor gross revenue)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

B. Subcontractor Monthly Gross Revenue

Subcontractor is defined as set forth in this Agreement. If there are multiple subcontractors, please include the total for all subcontractors on this line; and, list the name of each subcontractor on this form, or on an attached second sheet. If additional space is required, attach a second sheet.

_____	\$ _____
_____	\$ _____
_____	\$ _____

C. Total Monthly Gross Revenue (A+B) \$ _____

D. Total Payable
Percentage Rent 3.5% x Total Monthly Gross Revenue (C) \$ _____

CERTIFICATION: I certify that this monthly gross sales statement is true and correct and is based upon actual gross receipts for the period covered and recorded in the accounting records available for review/audit by the Department.

Signature of Tenant

Date